

RESTRICTIVE COVENANTS
MONTE VERDE PHASE II
A SUBDIVISION IN TEMPLE, BELL COUNTY, TEXAS

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BELL §

CELEDONIO AND ADELA HERNANDEZ (the "Declarant") is the owner of that certain tract of land situated in Bell County, Texas, designated as MONTE VERDE PHASE II, a subdivision in Temple, Bell County, Texas (sometimes referred to as the "Subdivision").

Declarant does make and impose the following restrictions, covenants and limitations with reference to the use of lots, roads, and streets of the Subdivision, which will be covenants running with the land:

- 1) **Declaration of Covenants, Conditions and Restrictive Covenants.** The restrictions, covenants and limitations of the Subdivision described in this "Restrictive Covenants – Monte Verde, Phase II, a subdivision in Temple, Bell County, Texas" (sometimes referred to as "Restrictive Covenants") are subject to and in addition to any restrictions, covenants and limitations described in the "Declaration of Covenants, Conditions and Restrictions for Monte Verde Subdivision", recorded in the Official Public Records of Real Property of Bell County, Texas (sometimes referred to as "Declaration") and any and all supplemental declarations thereof. All words defined in the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.
- 2) **Architectural Control Committee ("ACC").** The ACC will act and perform in accordance with the Declaration to maintain and protect the overall integrity of the development of the Subdivision.
- 3) **Monte Verde Homeowners Association, Inc.** Every record Owner of a Lot located in the Subdivision, whether one or more persons or entities, will be a member of the Monte Verde Homeowners Association, Inc. ("Association"), and will be subject to all of the terms, conditions and provisions of the Articles of Incorporation, Bylaws and Declaration of said non-profit corporation, including but not limited to the payment of any annual and/or special assessment assessed by the Association upon a Lot within the Subdivision.
- 4) **Lot use.** No Lot or any part thereof may be used for any purpose except for single-family residential purposes, unless such Lot is designated on the Subdivision Plat as a "commercial use lot" or "Multi-family residential". Construction of Living Units and all improvements are restricted to new construction only, constructed on a Lot from the ground up.
- 5) **Right to Replat or Resubdivide.** Declarant reserves the right to replat or re-subdivide any or all of the Subdivision, subject to compliance with any State, City, and County subdivision standards and subsequent to the filing of the Restrictive Covenants.

- 6) **Consolidation of Lots.** A building site may be two (2) or more adjoining Lots consolidated into one building site at the sole discretion of the Declarant or the ACC, and subject to appropriate governmental approval, if any. All setback lines will be measured from the resulting side property lines rather than the Lots lines reflected on the Subdivision Plat.
- 7) **Identified Structures not Permitted.** No trailer of any kind or type; prefabricated, modular or manufactured building; mobile home; portable building; tent; shack; or other structure of a temporary nature will ever be moved onto a Lot or the Common Area, whether temporary or permanent. However, during construction, Declarant or a Builder Member (as that term is defined in the Declaration) may erect and maintain such structures as are customary in connection with the construction and sale of the Lot, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers.
- 8) **Permitted Structures.** One (1) single-family residential dwelling or Living Unit will be permitted and constructed on a Lot. All Living Units will be constructed of new materials, on the Lot from the ground up, and approved by the ACC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ACC approved plans and specifications must be approved by the ACC, in writing, in advance of construction.
- 9) **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

There will be no hunting or discharge of firearms of any kind allowed in the Subdivision.

There will be no fireworks allowed in the yards and/or streets of the Subdivision which is in accordance with the city ordinance.

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated on the Lot) will be placed or used upon any Lot.

- 10) **Development Activity.** Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling Units on the Property.
- 11) **Temporary Structures.** No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, tool or equipment shed, garage, barn, motor home or mobile home or other outbuilding, shall be constructed or located on any Lot, either temporarily or permanently, unless screened from public view in a manner consistent with the Design Standards of the City of Temple, as amended from time to time (the "Design Standards"). This restriction shall not be interpreted to limit the right of Declarant or any builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.
- 12) **Signs.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

- a. **For Sale Signs.** An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
 - b. **Declarant Signs.** For so long as there are Class B Members, signs or billboards may be erected by the Declarant or any Builder
 - c. **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be larger than 2' x 3' and shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.
- 13) **Campers, Trucks, Boats, and Recreational Vehicles.** No campers, vans, tractors, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.
- 14) **Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets in reasonable and customary numbers may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The term "household pets" specifically excludes goats, pigs, chickens or other fowl.
- 15) **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Such sanitary containers may be placed in the street for pick up no earlier than 12 hours from the time of collection and must be returned to its place of storage the same day of collection. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.
- 16) **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 17) **Parking.** No vehicles, boats, trailers, RVs, golf carts, implements or apparatus (collectively, "Vehicles") may be parked in the street at any time. No Vehicle may be parked in a manner that impedes upon a sidewalk easement across a driveway.

Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) ("Restricted Vehicles") is permitted only in garages. All Restricted Vehicles must be concealed from any public street at all times.

No Lot, street or alley in the Subdivision will be used for parking or storage, temporary or otherwise, any junked vehicle, abandoned or inoperable vehicle, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages. Tarped or covered vehicles are strictly prohibited.

- 18) **Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices as set forth in Article VII.

- 19) **Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. In no instance will an Accessory Building exceed 8 feet in height, nor will the total floor area of an Accessory Building exceed 10%, individually or in the aggregate, of the floor area of the Living Unit. Accessory buildings must be composed of materials similar to the primary residence. Metal or vinyl materials are strictly prohibited.

- 20) **Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards, except for fences erected in conjunction with model homes or sales offices. All fences must be privacy fences no more than six feet (6') tall and shall be constructed of wood. Chain link fences are prohibited.

All fences must be assembled with the smooth side facing the street with all fence framing and crossboards facing the inside or rear yard of the Lot.

- 21) **Antennae.** Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view to the extent practical.

- 22) **Exterior Finish.** All exterior walls of all dwellings and approved accessory buildings shall be completely finished with HardiePlank (or other fiber cement product of equal quality, as approved by the ACC), brick, stone, or other material acceptable to the ACC. No unpainted concrete block surfaces shall be visible on any exterior wall.

- 23) **Roofing.** All roofing shall either be dimensional or 3-tab shingles. Shingle color must be a dark shade of brown or gray, unless otherwise approved by the ACC.

- 24) **Chimneys.** All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.
- 25) **Clothes Hanging Devices.** Clothes hanging devices exterior to a dwelling shall not be permitted.
- 26) **Window Treatments.** No aluminum foil, reflective film or similar treatment shall be placed on windows or on glass doors. Blinds or draperies shall be kept in good repair. Sheets or large towels are strictly prohibited.
- 27) **Minimum Areas.** The ground floor area, exclusive of open porches and/or garages, shall be not less than 1,250 square feet of living area.
- 28) **Two-Car Garage.** Each Lot shall have a fully enclosed garage capable of accommodating not less than two (2) automobiles. Conversions of garages to living space is prohibited without ACC approval.
- 29) **Environmental Regulations.** No Owner may use any substance on a Lot prohibited by the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et. sec.) as amended to date, or any other federal regulation dealing with pesticides and fertilizers, or any rules and regulations promulgated by the Texas Air Control Board, the Texas Water Commission, or any other state or local environmental agency. The Association shall have the right to implement such rules and regulations regarding the use of pesticides and fertilizers on the Property as it deems necessary or as legally required.
- 30) **Air Conditioning Equipment.** No window, roof or wall type air-conditioner that is visible from any public street will be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus will be installed on the ground in front of a Living Unit.
- 31) **Unightly conditions.** Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot or the Common Area.

Lawn or patio furniture is allowed in back yards only and must be screened from public view.

- 32) **Athletic & Play Facilities.** Swings, slides, playhouses, sandboxes or any other sporting or play equipment (permanent or temporary) may not be attached to a house front or located in any part of the front section, or side sections of corner lots, of the property without prior written consent of the ACC.
- 33) **Landscaping Maintenance.** The Owner of the Lot is responsible for all lawn maintenance and upkeep. The Owner is required to water, mow, edge and weed the Lot at regular intervals, and to maintain its Lot in a neat and well-groomed condition, consistent with the intent of the Restrictive Covenants and quality of the Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and any building refuse will be promptly removed from each Lot.

If Owner fails to maintain its respective Lot, Declarant or the Association may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess building materials or building refuse situated on a Lot in violation of the Restrictive Covenants. The offending Owner or Builder Member of any Lot will be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

- 34) **Maintenance & Repair.** Owner will be solely responsible for exterior maintenance upon each Lot and associated building, outbuilding, fence, swimming pool, structure, underground irrigation or water sprinkling system, or improvement which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, visible interior window treatments, light bulbs, awnings, door fixtures, and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual owner. Each Owner will, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.
- 35) **Wastewater Treatment Systems.** No individual sewage disposal system will be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Temple, Texas, and the Bell County Health Department. Approval of such systems as installed will be obtained from such authority prior to any site work.
- 36) **Restrictive Covenants Term.** The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the above-described tract and every part thereof, and every re-subdivision thereof, until 25 years from the date of this conveyance, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument signed by at least 67% of the then land owners of the Subdivision, with 1 vote being allotted to each Lot, modify or change the Restrictive Covenants in whole or in part.
- 37) **Restrictive Covenants Invalidated.** Invalidations of any one or more of the Restrictive Covenants by judgment or court order, will in no way affect any of the other provisions hereof, which will remain and continue in full force and effect.
- 38) **Enforcement of Restrictive Covenants.** Enforcement of the Restrictive Covenants will be by proceedings at law or in equity, against any person or persons violating or attempting to violate any one or more of the Restrictive Covenants, either to restrain violation or to recover damages. Should it become necessary for the Declarant or an Owner of a Lot to retain the services of any attorney for the specific enforcement of the Restrictive Covenants contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.
- 39) **City and County Regulations and Ordinances.** The Restrictive Covenants are minimum requirements. City zoning, building codes and other regulations lawfully in force or hereafter adopted may impose more restrictive limitations on Subdivision activities and property use.

- 40) **Altering Restrictions.** During the Development Period, Declarant, at Declarant's discretion, may alter the Restrictive Covenants, without the joinder of any other Lot Owner. Thereafter, the Restrictive Covenants may be altered or abandoned at any future date by a 67% affirmative vote of the Lot Owners within the Subdivision, with 1 vote being allotted to each Lot.
- 41) **Variances.** The ACC, in its sole discretion, has the authority to grant variances of any setback line, to alter any setback line, to waive any encroachment across or into any setback line, Common Area, or easement, or alter any Restrictive Covenant so long as the alteration does not diminish the value or overall integrity of the Subdivision, to the extent that the ACC has the authority to waive such encroachment into an easement, as the ACC deems necessary. Such variance or waiver will be by written instrument in recordable form, and subject to appropriate governmental approval, if any.
- 42) **Temporary Portable Storage Containers.** Temporary portable storage containers ("PODS") or similar containers, trailers or trucks may be placed upon a Lot, in conjunction with moving personal belongings, furniture, or fixtures to or from the premises. Such temporary placement is limited to one portable storage container, trailer, or truck for a period not to exceed 10 (ten) calendar days and must have prior ACC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).
- 43) **Antennas and Satellite Dishes.** Radio, television or other receiving or transmitting antenna, satellite dish, or apparatus ('receiving device') installations are not permitted to be highly visible from a street or common area unless it is not practical to be located in a less visible location. In the event a street visible installation location is approved, screening may be required. Installation of all such devices must receive approval prior to installation from the ACC.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 4th day of January, 2022.

Celedonio Hernandez

Celedonio Hernandez
Adela Hernandez

Adela Hernandez

STATE OF TEXAS §
COUNTY OF BELL §

This instrument acknowledged before me on the 4th day of January, 2022, by Celedonio Hernandez.

Latunia Denice Jeter

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BELL §



This instrument acknowledged before me on the 4th day of January, 2022, by Adela Hernandez.

Latunia Denice Jeter

NOTARY PUBLIC, STATE OF TEXAS

After Recording, Please Return To:

Colby Property Management
205 Paloma Dr
Temple, TX 76502





**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2022000581

**As
RESTRICTIONS**

Recorded On: January 04, 2022

Parties: HERNANDEZ CELEDONIO

To MONTE VERDE PHASE II

Comment:

Billable Pages: 8

Number of Pages: 9

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$33.00

Total Fees:

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2022000581
 Receipt Number: 250971
 Recorded Date/Time: 01/04/2022 2:36:08 PM
 User / Station: busbyas - BCCCD0735

Record and Return To:

COLBY PROPERTY MANAGMENT
 TY SCOTT
 CUSTOMER PICK UP



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
 Bell County Clerk