DECLARATION OF
RESTRICTIVE COVENANTS
THE BLUFF AT DUNNS HOLLOW
A SUBDIVISION IN BELTON, BELL COUNTY, TEXAS

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

**KIELLA FAMILY, LTD., a Texas Limited Partnership,** ("Declarant") is the owner/developer of that certain 30.794 acre tract of land out of and part of the Christopher Cruise Survey, Abstract No.166, county of Bell, State of Texas, which tract has been platted as a subdivision known as The Bluff at Dunns Hollow, an addition to the City of Belton, Bell County, Texas, according to the map or plat of record in Plat Year 2015, Number 29, Plat Records of Bell County, Texas (collectively the "Subdivision"). The Subdivision contains the following blocks and lots:

> Lots One (1) through Forty-five (45), inclusive, Block One (1), and Lots One (1) through Ten (10), inclusive, Block Two (2), and Tracts "A", "B", "C", "D" and "E", The Bluff at Dunns Hollow, a subdivision in the City of Belton, Bell County, Texas, according to the map or plat of record in Plat Year 2014, Number 29, the Plat Records of Bell County, Texas (collectively the "Property" and sometimes referred to as the "Subdivision" ).

For the purpose of assuring the orderly and uniform development of the Subdivision as a residential subdivision of good and desirable character, and in order to carry out a general plan of development for the benefit of Declarant and each and every present or subsequent Owner of a Lot in 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 Covenants, Conditions and Restriction limitations of the Subdivision described in this Restrictive Covenants are subject to and in addition to any restrictions, covenants and limitations described in the "Declaration of Covenants, Conditions and Restrictive Covenants of The Bluff at Dunns Hollow Subdivision, a subdivision in Belton, Bell County, Texas," recorded in Doc.# 00010911, of 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 Review Committee.** The Architectural Review Committee ("ARC") will review and consider variances, approve and/or disapprove design, materials, plans and specifications as to conform to this Declaration and to maintain and protect the overall integrity of the development of the Subdivision.

3) **The Bluff at Dunns Hollow 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 Bluff at Dunns Hollow Homeowners' Association, Inc. ("Association"), and will be subject to all of the terms, conditions and provisions of the Articles of Incorporation, Bylaws, Declaration and other Dedicatory Instrument of said non-profit corporation, including but not limited to the payment of any annual and/or special assessments 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 Re-plat or Re-subdivide.** Declarant reserves the right to re-plat 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 ARC, 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, garage apartment, or any other structures of a temporary nature will ever be moved onto a Lot, whether temporary or permanent.

8) **Portable Buildings and use as Dwellings.** No portable building, trailer, dwelling, tent, shack or any other portable structure may be moved onto any Lot for permanent use as a dwelling. All dwellings shall be constructed on site.

Temporary portable storage containers of any type, including Portable On Demand Storage ("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 days and must have prior ARC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).

9) **Permitted Structures.** One (1) single-family residential dwelling ("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 ARC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ARC approved plans and specifications must be approved by the ARC, in writing, in advance of construction.

The Living Unit cannot exceed two (2) stories in height. The Living Unit may be a 1-story, 2-story or split-level residence with a private garage, attached or detached, for not less than two (2) or more than three (3) vehicles and no more than one (1) attached or detached structure for storage constructed in accordance with the provisions for Accessory Buildings (as defined below) and may not be occupied as a residence.

10) **Accessory Buildings.** Every accessory building or structure, inclusive of such structures as a detached garage or storage building ("Accessory Building"), will be aesthetically compatible with the Living Unit to which it is appurtenant in terms of its design, material composition and color. All Accessory Buildings will be subject to the prior approval of the ARC. The total floor area of an Accessory Building may not exceed 10%, individually or in the aggregate, of the floor area of the Living Unit unless approved by the ARC in advance.

11) **Living Area.** Living Units within the Subdivision must contain conditioned "living floor area" square feet of not less than the amount stipulated in the "Minimum Areas" article of these Restrictive Covenants. Declarant has the right to reduce the minimum living floor area square feet requirement by up to 10%.

a) **The conditioned living floor area restriction** applies to the Lots, or any re-subdivision thereof and excludes basements, garages (attached or detached), breezeways, porches and balconies (enclosed or not).

b) **Detached garages or other Accessory Buildings** are permitted provided the main building conforms to the area square footage as herein required and outer building exterior finishes are the same (and same proportion) as the main residential building.

c) **Conversion of garages** on Living Units by enclosure is permitted only when alternative garage space is added (attached or detached) for not less than two (2) or more than three (3) vehicles, follows the covenants for building materials and with prior ARC approval.

12) **Exterior Wall Masonry.** As a minimum, Living Units must have first floor exterior masonry veneer coverage to the area square footage as herein amount stipulated in the "Minimum Areas" article of these Restrictive Covenants, except as may be authorized by the ARC. Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage. Masonry includes brick, brick veneer, stone, stone veneer, plaster and rock. In no instance will more than 48" of the slab of the Living Unit be exposed above finished grade as viewed from any street, right-of-way, or other Common Area.

13) **Minimum Areas**. Living Units within the Subdivision must contain minimum areas as defined by the articles on "Living Areas" and "Exterior Wall Masonry" as set forth for each Lot in the following table:

| Block | Lot(s) | Minimum Living Area | Minimum Masonry Coverage |
|---|---|---|---|
| All Blocks and Lots | | 2,200 | 90% |

14) **Roofing Materials and Design.** To insure a general uniformity of appearance of those roofs of Living Units in the Subdivision, the roofing material will be fiberglass/asphalt dimensional cut shingles. Minimum roof pitch design is 7/12 or greater. Three tab fiberglass/asphalt shingles, wood shake or wood shingle roofing is not permitted. All Accessory Buildings must be in accordance with these guidelines. Alternate roofing materials must be approved in advance by the ARC.

15) **Fences.** Yard fencing is optional; however, all fencing must comply with the Restrictive Covenants. New or replacement fences may not be constructed without prior approval of the ARC.

a) **Fence Construction** may not exceed 6'-0" in height composed of new materials being cedar pickets and/or masonry materials. Alternate fencing materials must be approved in advanced by the ARC.

b) **All Fences** erected on areas that are readily apparent and visible from a public street or Common Area, whether along the front, side or rear property lines of a Lot, will be constructed with the "finished" or "smooth" side facing the public street or Common Area. All posts, fence framing and/or crossboards will face the inside or rear yard of the Lot.

c) **Fence Placement.** In no case will a yard fence be forward of the front minimum building setback line as shown on the plat; or, for corner Lots, forward of the side minimum building setback line nearest a street as shown on the plat.

d) **Divider Fences** are fences located parallel to and on or near a property line common with two or more Lots.

e) **Fence Easement**. Any drainage easement shown on the Subdivision Plat or created by separate instrument duly recorded in the Official Public Records of Real Property of Bell County, Texas, will also be designated as a Fence Easement, to the extent necessary to permit fences to connect with other fences while at all times accommodating drainage flow, and subject to appropriate governmental approval, if any.

f) **Front Fences** (between 2 houses, facing the street) are to be "in-line" between houses unless prevented by house plan or other limitations. Alternate placement for front fences must be approved by the ARC prior to installation.

g) **Fences must be adequately maintained,** functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced. The expense for repair or replacement of divider fences is to be shared equally by the respective Lot Owners, to the extent they share fencing on a common property line. Lot Owners, unable to agree on fence repair or replacement, may construct a separate new fence, adjacent to the damaged or deteriorated fence.

h) **Any Dog Run** must be constructed so that it is not visible from any public street or any other Lot.

16) **Driveway, Parking Pads and Sidewalks.** Construction materials for driveways, parking pads and sidewalks will be of concrete, exposed aggregate concrete, or brick. The Lot Owner will be responsible for all maintenance of any driveway, parking pads or sidewalks constructed upon its respective Lot.

17) **Building Set-back Minimum.** No Living Unit, Accessory Building or other approved improvements may be located on any Lot nearer to the front, side or rear property lines than the minimum building setback lines shown on the recorded plat and as set by the City of Belton Zoning Ordinance and applicable Building Codes.

18) **Trees, Landscaping and Yards.** Planting of trees, grass and landscaping must be completed immediately after final grading. Yards and landscaping must be mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times.

a) To insure a general uniformity of appearance of the Subdivision front yards, a minimum of two (and three on corner lots) 2" or greater caliper trees will be installed prior to the closing date in the front of each Lot where nature has not provided trees. Existing natural trees located in the front and side yards can be counted toward this requirement if appropriately located. Trees shall be generally located at a midpoint between the residence and street. Acceptable species are Live Oak, Red Oak, Bur Oak, Post Oak, Bradford Pear, Chinquapin Oak, and native Cedar Elm. Alternative species must be approved in advance by the ARC.

b) Irrigation systems are optional for each property.

c) Items such as urns, pots, birdbaths, statuary, and other man-made ornamentation may not exceed four (4) items in public view. If any such items are to be used, they must be approved in advance by the ARC.

19) **Yard and Landscaping Maintenance.** Initial lawn and landscaping for yards visible from the street for each new home must be installed within 14 days after completion of the home inspection.

The Owner of the Lot is responsible for all lawn maintenance and upkeep. The Owner is required to mow 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 and/or Association may, at its option and in its sole discretion, have the grass, weeds, and/or vegetation cut when and as often as is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant and/or 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 and/or Association for the cost of such maintenance or removal upon demand.

20) **Obstructions to Public Right of Ways.** No obstructions of any nature such as fences, walls, buildings, hedges, shrubbery or tree planting which obstructs sight lines at elevations between 2' and 6' above the roadway may be placed or allowed to remain on or about the dedicated streets and alleys of the Subdivision.

21) **Athletic & Play Equipment.** No athletic and/or play equipment may be placed on a lot in the front or side yards. Athletic and Play equipment may be placed in rear yards if a privacy fence is installed.

22) **Antenna and Antenna Towers.** Radio, television or other type antenna, transmitting or receiving structure are not permitted in front or side yards. Such structures are limited to fifteen (15) feet maximum height, in the rear yard only, or when roof mounted, may not exceed the highest point of the house roof. Use of such structures is limited to activities that do not interfere with normal receiving of radio or television transmissions by occupants of neighboring lots.

23) **Animals & Pets.** No animals, livestock, poultry or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs or other generally recognized household pets (collectively "Pets").

No more than four (4) Pets in any combination (but in no event will the combination include more than 2 dogs or 2 cats) may be kept on a Lot.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws). All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date vaccination.

All Pets must be kept indoors or behind a fenced area (fenced with materials as stated above or by an electronic animal control device) or, when walking the Pet, on a leash. It will be the responsibility of the owner of the Pet to prevent the animal(s) from running loose or becoming offensive or a nuisance to other Owners or occupants.

Offensive barking or howling is considered an "offensive activity" and is not permitted.

It is the responsibility of the owner of the Pet(s) to clean up after their Pet(s) when on the property of others.

If owner of the Pet(s) fails to adhere to these restrictive covenants, Declarant and/or Association may, at its option and in its sole discretion, have the Pet(s) reported to animal control to be removed from the property. The offending owner of the Pet(s) will be obligated to reimburse Declarant and/or Association for the cost of such removal and/or legal actions.

24) **Exotic or Dangerous Animals.** An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guest, invitees, or tenants, and includes:

a) The top two ranked dangerous dogs as ranked by the *American Veterinary Medical Association* including dog breeds of pit bull, Rottweiler and Doberman pincher, regardless of whether the animal is purebred, a mixed breed or registered with the AKC or similar registration organizations;

b) poisonous insects, amphibians, or reptiles;

c) boa constrictors and other constrictor reptiles;

d) swine;

e) animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils; and

f) alligators.

Additional breeds of animals may be added to the definition of Exotic or Dangerous Animals from time to time, as determined necessary by the Declarant, at its sole discretion, and the covenants will be amended to include such breed of animals.

25) **Future Remodeling or Additions.** All covenants and conditions of these Restrictive Covenants will apply to future remodeling of and additions to a Living Unit, Accessory Building, and/or other approved improvements, and to rebuilding of a Living Unit in case of total or partial destruction of any existing structure.

26) **Nuisances.** No generally recognized noxious or offensive activity will be carried out upon any Lot nor will anything be done thereon which may be or may become a noxious, annoyance or nuisance to other Owners. An Owner may do no act or any work that will impair the structural soundness or integrity of any Living Units or impair any easement, nor do any act nor allow any condition to exist which will adversely affect any Living Units, improvements thereon, the property or other Owners.

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

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

No 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.

27) **Responsibility to the Environment.** Each Lot Owner hereby acknowledges the responsibility to remain environmentally sensitive in land use and development due to property location within the Clear Water Underwater Conservation District and/or any other watershed.

28) **Restricted Vehicles.** Restricted Vehicles includes a vehicle with tonnage in excess of 1 ton or work trailers (except for those vehicles used during construction of the improvements to the Lot), recreational vehicles such as a camper, camper shell, trailer, mobile home, motor home, boat, marine craft, hovercraft, aircraft, jet ski or wrecked, junked or inoperable vehicles. Restricted Vehicles may not be kept, parked, stored, or maintained on any front or side portion of a Lot, on a street or alley of the Subdivision overnight or for extended periods during the day. When such vehicles are parked in the rear yard, they must be completely screened from public view. The screening method must comply with these covenants. The ARC will have the absolute authority to determine whether a vehicle or accessory is being stored or maintained on any Lot. Upon an adverse determination by the ARC, the vehicle or accessory will be removed and the Lot will be brought into compliance with the Restrictive Covenants.

If an Owner fails to adhere to these Restrictive Covenants, Declarant and/or Association may, at its option and in its sole discretion, have the Restricted Vehicle or accessory removed from the Lot. The offending Owner will be obligated to reimburse for the cost of removal.

29) **Parking.** All overnight and/or extended periods of parking during the day of vehicles must be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) is permitted only in garages. All Restricted Vehicles (as defined above) must be concealed from any public street.

Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

30) **Hazardous Cargo.** No vehicle, of any size, which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of said Subdivision at any time, except in the course of normal home service or repair. Pest control vehicles are permitted within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.

31) **Outdoor Privies.** No outdoor privies may be placed or permitted to be placed in the Subdivision except temporary construction facilities.

32) **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.

33) **Exterior Lighting.** All exterior lighting and lighting fixtures, of any type or nature. must be approved by the ARC prior to construction and installation. The ARC may restrict the size and placement of any exterior lighting fixture.

Temporary holiday ornamental lighting does not require prior ARC approval and may be placed on homes and lots (only) during the period beginning one week prior to Thanksgiving and ending January 10. Such lighting must be completely removed throughout the remainder of the year.

34) **Signs & Posters.** No sign or poster of any kind greater than two (2) square feet will be allowed on any Lot of said Subdivision; however, this provision does not prohibit the display of a political sign for a candidate or ballot item on a Lot provided such political sign is ground-mounted; is no greater than four (4) square feet in area; is not, in the sole discretion of the Declarant or Association, offensive or a nuisance to other Owners of the Subdivision; and is displayed for a period not to exceed 90 days with such display period ending on the day following the election to which the sign relates. One (1) sign of no more than four (4) square feet in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the Lot will be allowed. Larger, temporary, builder signs may be authorized by the ARC.

35) **Oil or Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted, upon or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designated for use in boring for oil or natural gas will be erected, maintained or permitted on any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

36) **Mailboxes.** U.S. Mail delivery and deposit will be to individual curbside mailboxes.

37) **Garbage/Rubbish.** No Lot will be used or maintained as a dumping ground for rubbish. Garbage, trash, rubbish, and/or other waste materials may only be kept in sanitary containers as specified by city ordinance. 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 within 12 hours of collection.

No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Subdivision.

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.

38) **Unsightly conditions.** Lot owners agree to keep all unsightly conditions from the view of any public street or any other Lot.

No outside drying of clothing of any kind will be allowed in the Subdivision unless such drying area is obstructed from the view of a street or road and does not cause an unsightly condition.

39) **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of surface drainage in the easements, or which may obstruct or retard the flow of water drainage in the easements. The easement area of each Lot and all improvements in such easement area will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Owner of the Lot upon which a utility easement is located may use it for lawn purposes. Fencing in this easement area will be permitted, provided it does not alter or obstruct surface drainage.

In addition to what is shown on the plat there is hereby created 5' wide easements for drainage purposes on, over and across the platted rear and side lot lines of each and every Lot (or modification by replatting or deed) in this Subdivision.

40) **Water Supply Systems.** No individual water supply systems will be permitted on any Lot.

41) **Solar Energy Devices.**

a) DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined: A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide a heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated energy. The term includes a mechanical or chemical device that has the ability to store solar generated energy for use in heating, cooling or in the production of power.

2. Energy Efficiency Roofing Defined: As used in this policy, "Energy Efficiency Roofing" means shingles that are designed primarily to be wind and hail resistant. They provide heating and cooling efficiencies greater than those provided by customary composite shingles or provide solar generation capabilities.

3. Architectural Review Approval Required: Approval by the Architectural Review Committee (the "ARC"), under the Declaration is required prior to installing a solar energy device or energy efficient roofing. The ARC is not responsible for:

   a) Errors in or omissions in the application submitted to the ARC for approval.

   b) Supervising installation or construction to confirm compliance with an approved application.

   c) The compliance of an approved application with governmental codes and ordinances, state and federal laws.

b) SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

1. Application: To obtain ARC approval of a solar energy device, the Owner shall provide the ARC with the following information:

   a) The proposed installation location of the solar energy device.

   b) A description of the solar energy device, including the dimensions, manufacturer, model number (specification sheet would be ideal) and photograph or other accurate depiction. Application shall also include layouts and the location of any inverter hardware, or other system infrastructure, which is located on the exterior of the residence.

   c) The application must be signed, to include printed name and address, by all home owners immediately adjacent (all four sides) to the applicant's resident indicating that each owner has been notified of the proposed project.

   d) A solar application may only be submitted by an Owner unless the Owner's tenant provides notarized written confirmation at the time of submission that the Owner consents to the solar application.

2. Approval Process: The decision of the ARC in accordance with the procedures and time set forth in the Declaration . The ARC will approve a solar energy device if the solar application complies with

paragraph b(3) below UNLESS the ARC makes a written determination that placement of the solar energy device, despite compliance with paragraph b(3) below, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ARC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a solar application submitted to install a solar energy device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with paragraph b(3) below. Any proposal to install a solar energy device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

a) Each Owner is advised that if the solar application is approved by the ARC, installation of the solar energy device must:

   i. Strictly comply with the solar application.

   ii. Commence within ninety (90) days of approval and complete within forty-five (45) days of commencement.

   iii. Installed in compliance with manufacturer's instructions and in a manner which does not void material warranties.

b) If the Owner fails to cause the solar energy device to be installed in accordance with the approved solar application, the ARC may require the Owner to:

   i. Modify the solar application to accurately reflect the solar energy device installed on the property.

   ii. Remove the solar energy device and reinstall the device in accordance with the approved solar application.

c) Failure to install a solar energy device in accordance with the approved solar application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ARC to resubmit a solar application or remove and relocate a solar energy device in accordance with the approved solar application shall be at the Owner's sole cost and expense.

3. Approval Conditions: unless otherwise approved in advance and in writing by the ARC, each solar application and each solar energy device to be installed in accordance therewith must comply with the following:

a) The solar energy device must be located on the roof of the residence located on the Owner's lot, on the roof of any other approved structure on the Owner's lot, or surface (ground or walls of residence) mounted. All surface mounted solar devices must be entirely within a privacy fenced area of the Owner's lot.

b) If the solar energy device will be located on the roof of the residence or on the roof of any other approved structure:

   i. The ARC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the solar energy device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%), above the energy production of the solar energy device if installed in the location designated by the ARC. If the Owner desires to contest the alternate location proposed by the ARC, the Owner shall submit information to the ARC which demonstrates that the Owner's proposed location meets the foregoing criteria.

   ii. The solar energy device may not extend higher than or beyond the roof line and may not extend beyond the perimeter boundary of the roof section to which it is attached.

iii. The solar energy device must conform to the slope of the roof and the top edge of the solar device must be parallel to the roof line.

c) If the solar energy device will be surface mounted:

i. Be entirely within a privacy fenced area so as not to be viewable from the street, common area, or another Owner's property. The ARC may regulate the size, type, shielding of and materials used in the construction of the privacy fence.

ii. May not extend above the fence line.

iii. The frame, support brackets, visible piping or wiring associated with the solar energy device must be silver, bronze or black.

iv. The solar energy device must be maintained in good condition and any deteriorated panels or structurally unsafe panels or support structure must be repaired, replaced or removed.

d) During the Development Period, the Declarant may prohibit or restrict an Owner from installing a Solar Energy Device.

c) ENERGY EFFICIENT ROOFING

1. The ARC will not prohibit an Owner from installing energy efficient roofing provided that the energy efficient roofing shingles:

a) Resemble the shingles used or otherwise authorized for use within the community.

b) Are more durable than, and are of equal or superior quality to the shingles used or otherwise authorized for use within the community.

c) Match the aesthetics of adjacent property.

2. An owner who desires to install energy efficient roofing will be required to comply with the architectural review and approval procedures set forth in the Declaration. In conjunction with any such approval process, the Owner shall submit information which will enable the ARC to confirm the criteria set forth in the previous paragraph.

42) **Xeriscaping.** All plans for xeriscaping must be approved in writing by the ARC before any work on the project begins. Owners shall submit plans in accordance with the Procedures for Approval section in Article IV of the Declaration, except however that ARC may take as much as two months to approve or disapprove the plans. The plans should include an overall written outline of the project (a synopsis of what is intended to be done), along with a drawing of the xeriscape plan, clearly showing the existing plants intend to be kept as well as which plants will be added. Such drawing should include estimates of the type, size, color, and placement of any plants and structural elements (retaining walls, large rocks, etc.) to be included, and must be in accordance with the terms and provisions of this Section 42.

Specific Guidelines include:

1. Turf Grass/Sod. At least fifty percent (50%) of the visible lawn (as viewed from the street, common area or another Owner's property) must be maintained as turf grass. This may require site visits to verify compliance.
2. Ground Covers/Mulch/ Pebbles/Pathways
   a. Non-turf areas can contain a substrate of decomposed granite, ground or chipped hardwood mulch, crushed limestone, paver, patio, and stepping stones, flagstone, river rock and pebbles of varying sizes (pea gravel).
   b. The xeriscape area may not consist of all one type material such as rock, pebbles, mulch, etc., and must be interspersed with plants/turf with at least one plant used in each 4 square foot span.
   c. Colors shall be in earth tones (white, tan, brown, etc.).
   d. Materials to avoid are colored glass mulch, nut shells and husks, rubber mulch, red or black lava rocks, concrete or cement spans larger than a paver, patio, or stepping stone, and anything that may be sharp or toxic to animals.
   e. Ground cover style, color, design, or arrangement must not be offensive or pose a

distraction to passing motorists.

f. There is the potential for mulching substrate to wash away causing a negative impact on the sewer system/streets/drainage paths. For this reason do not use any such material in drainage paths.

3. Structural Elements/Retaining Walls/Raised Beds/Large Rocks
   a. Retaining walls and raised beds must be crafted using mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging and retaining wall shapes.
   b. Cinder blocks (also known as common concrete blocks) may **NOT** be used. Bricks (those used to build houses) may not be used. Exceptions may be made on a case by case basis.
   c. Individual stones can be "dry-fit" (do not need to be cemented together) as long as they do not exceed three (3) feet in height, and are positioned in a way as to maintain stability if kicked, nudged, or run into with a lawnmower. Any retaining walls or raised beds in excess of three (3) feet in height must be engineered. If the ARC determines there is any safety risk in the design OR finished project, the Owner will be required to modify or remove the structural element/retaining wall.
   d. Large rocks shall be used sparingly and positioned as focal points in the design, not the entire attraction. This will depend on the size of the xeriscape area and can be a matter of taste to some extent.
4. Borders/Edging
   a. Xeriscape areas must be surrounded by a border to clearly define the xeriscape areas from the turf areas. A xeriscaped area entirely enclosed within a retaining wall or raised bed qualifies as sufficiently defined. Metal edging in colors of green, black, brown, tan, and terra cotta (brownish red) may be used as long as it is properly staked in place, and set with the top edge not more than two (2) inches above grade. Metal edging shall be replaced if it shows any signs of rusting, or if sharp edges are exposed at any point.
   b. Any plastic-based edging must be high quality, staked appropriately, set with the top edge not more than two (2) inches above grade, and monitored frequently to ensure that it is in good condition.
   c. Mortared masonry units such as stone, clay brick pavers, or concrete masonry units manufactured as edging shapes may be used. Bricks (those used to build houses) may **NOT** be used.
   d. You may not use wood materials. Examples are: railroad ties, landscape timbers, non-treated or pressure treated lumber, cedar or redwood lumber. Exceptions may be made on a case by case basis.
5. Weed Barriers/Landscaping Fabric
   a. Any materials used to restrict weed growth in your xeriscape must be hidden from view (covered by mulch or other acceptable substrate).
   b. Homemade weed barriers such as old newspapers and cardboard may be used, as long as they are non-toxic and not visible.
6. Plants/Trees
   a. Oak trees are **NOT** allowed to be removed. However, an exception may be made on a case by case basis.
   b. You must keep at least two (2) trees in your front yard. Any trees removed will need to be replaced if there are fewer than two remaining.
   c. Stumps must be pulled and backfilled with soil or ground down to below sod level so they do not pose a trip hazard or act as an eyesore.
   d. Spiky and thorny plants pose a risk to people and animals so they should not be planted near sidewalks, driveways, streets or easements (place at least 6ft away from these areas).
   e. No plants shall be positioned where they would obstruct the view of pedestrians or motorists. Plants taller than twelve (12) inches are prohibited for use in the sidewalk strip because it constitutes a visual safety hazard to pedestrians and drivers. Plants in sidewalk strip must not run or encroach into the walking path or onto the street.
7. Overall Xeriscaping Landscape Maintenance Requirements
   a. Xeriscape areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance.

b. Plants must be trimmed, beds must be kept weed-free, and borders must be edged.
c. No plants may encroach on public sidewalks or onto the street.
d. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.
e. Mulched areas must have fresh mulch reapplied as needed.

43) **Waste Water 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 Belton, Texas, and the Bell County Health Department. Approval of such systems as installed will be obtained from such authority prior to any site work.

44) **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 approved and 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.

45) **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.

46) **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.

47) **City and County Regulations and Ordinances.** These 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.

48) **Altering Restrictions.** During the Development Period (as that term is defined in the Texas Property Code, Section 209.0041, 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.

49) **Variances.** The ARC, 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 ARC has the authority to waive such encroachment into an easement, as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form, and subject to appropriate governmental approval, if any.

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EXECUTED March 25, 2015.

**KIELLA FAMILY, LTD.**

**By: KIELLA MANAGEMENT, L.C., General Partner**

**By:** _____

**JOHN R. KIELLA, President**

**THE STATE OF TEXAS** §

§

**COUNTY OF BELL** §

This instrument was acknowledged before me on March 25, 2015, by JOHN R. KIELLA, in his capacity as President of KIELLA MANAGEMENT, L.C., a Texas limited liability company, in its capacity as General Partner of KIELLA FAMILY, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Sherry Arnold

Notary Public

SHERRY ARNOLD
MY COMMISSION EXPIRES
March 23, 2017

FILED FOR RECORD
At 3:40 O'Clock P M

MAR 26 2015

Shelley Coston
COUNTY CLERK BELL COUNTY, TX