DOC #2020044711
Pages 4

Restrictive Covenants

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BELL

That, HEIGHTS EVERGREEN DEVELOPERS, LTD., being the owner of all the tracts in HUBBARD BRANCH, PHASE ONE, do hereby adopt the following restrictions, protective covenants, and conditions for its mutual benefit and for the benefit and interest of the neighborhood where said properties are located, do hereby mutually covenant, conclude and agree as follows:

PROPERTY

All lots and blocks, inclusive, located in **Hubbard Branch, Phase One**, Belton, Texas

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The restrictions which will apply to the property are as follows:

A. Land Use and Building Type. Lots shall only be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot that exceeds two stories in height. Each dwelling must have a minimum of a two-car garage.

B. Dwelling Size. The floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,550 square feet. The exterior exposed walls of the residence must be at least 90%, after excluding doors and windows, brick, stone, or rock. Multi-story dwellings must have a ground floor area of not less than 1,000 square feet, exclusive of open porches and garages. All roof pitches must be a minimum of 6 in 12.

C. Building Location. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5.0 feet to an interior lot line.

D. Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision.

E. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

F. Architectural Control Committee Membership. The architectural control committee is composed of Gary McLean, James D. McLean, Jr. and William E. Hickman, 4300 Chantz Drive, Killeen, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

G. Committee Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully compiled with.

H. Tract Width. No dwelling shall be erected or placed on any tract having an area of less than 7,000 sq. ft.

I. Fences. All fences must be constructed of all new materials, privacy type in nature (no chain link or similar), and materials may only be wood or masonry, unless waived by Architectural Control Committee, and must be maintained at all times.

J. Transport Vehicles. Trucks with tonnage in excess of 1.5 ton shall not be permitted to park on the property, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept on this property at any time.

K. Nuisances. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

L. Temporary Structures. No structure of a temporary character, house trailer, basement, tent, shack, garage, barn or other out-building shall be used on the property at any time as a residence either temporarily or permanently.

M. Signs. No sign of any kind shall be displayed to the public view on the property except one professional sign of not more than two square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

N. Easement. Easements for installation and maintenance of utilities, storm water retention, detention ponds, and/or conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage channels or slopes in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty on Declarant or any Builder to correct or maintain any drainage facility.

O. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

P. Livestock and Poultry. No livestock of any kind may be kept, bred, or maintained for any commercial purposes. No animals of any kind may be kept on any tract until a permanent residence is constructed and completed.

Q. Firearms. Discharge of firearms of any kind is strictly prohibited. Hunting of any kind is absolutely prohibited.

R. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and

sanitary condition.

S. Subdividing. The property shall not be re-subdivided at any time, unless written permission is received from the Architectural Committee.

T. Water Supply. No individual water-supply system shall be permitted on the property.

U. Sewage Disposal. All dwellings placed on Subject Property must meet all applicable laws, rules, standards, and specifications.

V. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded.

W. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

X. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the execution hereof on this the 24th day of August, 2020.

EVERGREEN DEVELOPERS MANAGEMENT, L.C., in its capacity as general partner for HEIGHTS EVERGREEN DEVELOPERS, LTD.

by: _____

GARY L. MCLEAN, as president of Evergreen Developers Management, L.C., general partner of Heights Evergreen Developers, Ltd.

STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared GARY L. MCLEAN as president of EVERGREEN DEVELOPERS MANAGEMENT, L.C., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act and deed of the said EVERGREEN DEVELOPERS MANAGEMENT, L.C. in its capacity as general partner for HEIGHTS EVERGREEN DEVELOPERS, LTD., that he executed same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 24th day of August, 2020.

_____
Notary Public, State of Texas
Commission expires: 1/26/2023
Typed or Printed Name of Notary
Lori S. Ortiz

LORI S ORTIZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/26/23
NOTARY ID 13008955-3

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2020044711
As
RESTRICTIONS

Recorded On: August 25, 2020
Parties: HEIGHTS EVERGREEN DEVELOPERS LTD **Billable Pages:** 3
To HUBBARD BRANCH PHASE ONE **Number of Pages:** 4
Comment:

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$13.00
	Total Fees:	$19.00

************ 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: 2020044711
Receipt Number: 139065
Recorded Date/Time: 08/25/2020 11:25:36 AM
User / Station: ramiremg - BCCCD0642

Record and Return To:

Michalk Beatty and Alcozer
3106 S W S YOUNG DR
KILLEEN, TX 76542-2000

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston