

**RESTRICTIVE COVENANTS
TO
WATERFORD PARK, PHASE (2)**

A SUBDIVISION OF THE CITY OF TEMPLE, BELL COUNTY, TEXAS

STATE OF TEXAS |

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL |

That **FIRST OMEGA COMPANY, LTD.** a Texas Limited Partnership with its offices and principal place of business in Temple, Bell County, Texas, is the sole owner of 3.037 acres of land in Bell County, Texas, as described in field notes of Carl B. Pearson, R.P.L.S #2181, attached hereto marked Exhibit A and incorporated herein by reference for all pertinent purposes.

That the 3.037 acres of land owned by **FIRST OMEGA COMPANY, LTD.**, which land is described in Exhibit A, attached hereto, and which 3.037 acres described in Exhibit A contains the following blocks and lots of **WATERFORD PARK, PHASE (2)**, a subdivision of the City of Temple, Bell County, Texas:

WATERFORD PARK, PHASE (2)

Lots 05-08 in Block 04

Lots 20-26 in Block 05

That **FIRST OMEGA COMPANY, LTD.** does further make and impose the following restrictions, covenants and limitations on the use of the land, lots and streets of **WATERFORD PARK, PHASE (2)** subdivision, which shall be covenants running with the land;

1. **Architectural Control:** The Architectural Control Committee (Committee) shall review and consider variances, approve and/or disapprove design, materials, plans and specifications as to conformance with these covenants.

a. **Purpose.** The Committee shall exercise its judgment in review of all proposed improvements, construction, landscaping and alterations on all property within **WATERFORD PARK, PHASE (2)**, for conformance and harmony with existing and surrounding structures and protection of the trees and environment.

b. **Review.** No improvements shall be erected, placed or altered on any lot, nor any landscaping performed unless complete plans, specifications, and lot plans showing exterior design, height, building material and color scheme, location of structure/s plotted horizontally and vertically, location of walks and driveways, grading and landscaping plan, fencing, and walls, shall have first been submitted to and approved in writing by the Committee. Submittal plans & Specifications, as approved, shall be retained by the Committee.

c. **Procedure.** The Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt. Should the Committee not take action within thirty (30) days, approval will be presumed, and this procedure deemed fully complied with. The Chairman may act for the committee on routine matters.

"Exhibit "B"

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d. **Records.** The Committee shall maintain written record of all plans and requests received, and action taken.

e. **Members.** The Committee shall consist of not more than three (3) members. James I. Howe shall serve as member and Chairman. The Chairman, his successor or assigns, shall appoint committee members and shall have authority to remove any member (with or without cause). Committee members shall not be compensated for services performed pursuant to this covenant.

f. **Modification.** The Committee shall have the authority to reduce the floor area requirements contained herein by 10% and to modify or waive the masonry requirement. The Committee may also waive or modify any other covenants herein when deemed not to impair or detract from the high quality of this subdivision. Such additional modifications shall be by written instrument, properly filed in the Bell County deed records.

g. **Liability.** Committee members shall not be liable for damages to any person submitting requests for approval or to any owner (or resident) within WATERFORD PARK, PHASE (2), by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

2. **Lot Use:** No lot or any part thereof shall be used in any manor except for single-family residential purposes.

3. **REPLATING AND SUBDIVIDING:** First Omega Company, Ltd., its successors and assigns, shall have the exclusive right to replat or subdivide any or all of said WATERFORD PARK, PHASE (2), subdivision without prior approval property owners within WATERFORD PARK, PHASE (2), subdivision, subsequent to the filing of these covenants. No lot and/or lots shall be subdivided into smaller lots or parcels of land for the purpose of building thereon, sale or leasing, having an area of less than 5,500 square feet.

4. **DWELLING TYPE PROHIBITED:** No existing building, trailer or trailer house, mobile home, motor home, basement, garage, or portable building shall ever be used as a dwelling, temporary or permanent. New homes, while under construction, may not be used as temporary dwellings.

5. **LIVING AREA:** No residence or dwelling unit shall be erected upon any lot or subdivision thereof, as permitted herein, which shall contain less than 1,650 SQUARE FEET OF FLOOR AREA, excluding the basement, the garage whether attached or detached, breezeways, porches and balconies whether enclosed or not:

This restriction shall not prevent construction of detached garages or other out buildings where the main building conforms to the area square footage as herein required and out building exterior finishes are the same (and same proportion) as the main residential building.

Conversion of garages to dwelling space (living area) by enclosure, shall be permitted only when alternative garage space is added (attached or detached), and with prior Committee approval.

6. **EXTERIOR WALL MASONRY:** Construction of [new] buildings and improvements only shall be allowed and is limited to structures of NOT LESS THAN 75% OF THE EXTERIOR FIRST FLOOR WALL SURFACE TO BE MASONRY OR MASONRY VENEER.

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7. **BUILDING SET-BACK:** No building or any part thereof, such as a porch, landing, etc., shall be located on any lot nearer to the front property line than the minimum building setback lines shown on the recorded subdivision plat (or any recorded replat).

a. Notwithstanding the foregoing, no building shall be located on any lot nearer than twenty-five feet (25') to the front lot line or nearer than fifteen feet (15') to any side street lot line.

b. No dwelling shall be located on any interior lot nearer than ten (10') to the rear lot line.

c. The Committee may grant set-back variances that do not conflict with city requirements or variances thereto.

8. **FUTURE REMODELING OR REBUILDING:** All restrictive covenants and conditions shall apply to future remodeling and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.

9. **NOXIOUS OR OFFENSIVE ACTIVITIES:** Noxious or offensive activities shall not be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of the neighborhood.

10. **PARKING:** All overnight parking (including extended periods during the day), of resident vehicles shall be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) shall only be permitted in garages.

No lot or street of this subdivision shall be used for parking or storage, temporary or otherwise, of any junked vehicle, abandoned or inoperable vehicle, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) shall be permitted only when performed inside garages.

11. **VEHICLES, RESTRICTED:** No vehicle with tonnage in excess of three-fourths (3/4) ton, camper, trailer, mobile home, motor home, or boat shall be permitted to be parked overnight or for extended periods during the day in, on or about the streets and alleys of said subdivision, or be parked in, on or about the front or side yards of any lot therein. When such vehicles are parked in the rear yard they must be screened from public view.

12. **HAZARDOUS CARGO:** No vehicle of any size which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo may be allowed in, on or about any part of said subdivision at any time. Pest control vehicles are permitted within the subdivision for treatment visits only and may NOT remain overnight or for extended periods during the day.

13. **ANIMALS:** No animals of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

14. **FENCES:** No fence shall be constructed or allowed to remain in front of the [front] minimum building setback line. All fences shall be privacy type fences, composed of wood and/or masonry, and shall not exceed six feet (6') in height without prior Committee approval.

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15. **GARBAGE/RUBBISH:** Garbage, Trash or Rubbish and other waste materials shall be kept only in containers authorized by the city. Containers shall be kept clean and sanitary, and shall be stored away from front yards except on "collection day" after which they shall be promptly returned to the storage location.

16. **SIGNS AND POSTERS:** No sign or poster of any kind shall be allowed on any lot of said subdivision except one sign, no more than four (4) square feet in area, advertising the property for sale or rent or signs used by building or remodeling contractor's during construction or remodeling activities. Variance allowing larger signs by home builder's, may be submitted for committee approval.

17. **STORAGE AND OUT BUILDINGS:** Prior to construction of storage or out buildings, plans must receive committee approval and comply with Restrictive Covenants and applicable city codes. Out building construction must be similar to dwelling construction. Steel buildings and metal roofs are permitted only when constructed of similar materials as the dwelling. Portable Out Buildings are only permitted in rear (fenced) yards, provided the roof height does not exceed 12' feet in height.

18. **SITE LINE OBSTRUCTIONS AT CORNER LOTS:** No fence, wall hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street line and a line connecting them at points twenty-five feet (25') from the intersections of the street line, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitation shall apply on any lot within ten feet (10') from the intersection of a street with the edge of a driveway or alley pavement. No trees 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 site line.

19. **YARD AND LOT MAINTENANCE:** Lot owners or occupants shall maintain yards at all times. Grass and landscaping shall be trimmed regularly in an attractive manner, free of weeds and overgrowth.

20. **ANTENNA & ANTENNA TOWERS:** No Radio, Television or other type antenna, transmitting or receiving structure shall be permitted in front or side yards. Such structures shall be limited to fifteen (15') feet maximum height, when constructed in the rear yard, or when roof mounted, shall not exceed the highest point of the house roof. Use of such structures shall be limited to activities which do not interfere with normal receiving of radio or television transmissions by occupants of neighboring lots.

21. **TERM OF COVENANTS:** The covenants, restrictions, conditions, and limitations set forth herein, shall be covenants running with the title of the above-described tract and every subdivision thereof, until ten (10) years after the filing date of these covenants, after which time, these covenants, restrictions, limitations, and conditions shall be automatically extended for successive ten (10) year periods. Said covenants, restrictions, limitations and conditions may be modified (in whole or in part) after the initial (10) year period through proper filing of instruments executed by 70% of the subdivision lot owners. Covenant modification shall not increase vacant lot use restrictions without respective vacant lot owner consent.

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22. **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 shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may alter, obstruct or retard drainage flow within the easements. The easement area of each lot and all improvements in it shall 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 property upon which a utility easement is located may use it for lawn purposes. Fencing across easements shall be permitted.

There are hereby created three foot (3') wide easements for drainage purposes on both sides of each side and rear lot line of each and every lot in this subdivision.

23. **INVALIDATION:** Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, shall in no way effect any of the other provisions hereof, which shall remain and continue in full force and effect.

24. **COVENANT ENFORCEMENT:** Enforcement of these covenants, restrictions, conditions and limitations shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, either to restrain violation or to recover damages. The Committee is authorized (but not required) to bring action to enforce compliance with these covenants, for the benefit of subdivision property owners.

25. **CITY REGULATIONS:** These restrictions, covenants, conditions and limitations are minimum requirements. City zoning, building or other regulations (lawfully in force or hereafter adopted), may impose more restrictive limitations on property use.

26. **WATERFORD HOMEOWNERS' ASSOCIATION, INC.:** Every record owner of a fee interest in a lot, whether one or more persons or entities, located in Waterford Park, Phase (2) a subdivision in Temple, Bell County, Texas, shall be a member of the Waterford Homeowners' Association, Inc., and shall be subject to (a) the Articles of Incorporation, (b) the Bylaws, and (c) the "Declaration of Covenants, Conditions and Restrictions for Waterford Homeowners' Association, Inc." filed i Volume 3258, Page 538 of the Official Public Records of Real Property of Bell County, Texas. The members of the Association will have the responsibility of administering and enforcing the covenants, conditions and restrictions contained in both this document and the above named Declaration."

27. **WATERFORD PARK, PHASE (2):** That FIRST OMEGA COMPANY, LTD. does hereby certify that the land comprising WATERFORD PARK, PHASE (2) as indicated in the field notes and the plat marked Exhibit B, attached hereto, is wholly within the corporation limits of the City of Temple, Texas.

EXECUTED this 2nd day of August, 1996

FIRST OMEGA COMPANY, LTD.
By: Omega Enterprises, Inc. (General Partner)

By: 
James I. Howe, Vice President

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THE STATE OF TEXAS

COUNTY OF BELL

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JAMES I. HOWE, Vice President of OMEGA ENTERPRISES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of August, 1996.



DEBBIE COUFAL
Notary Public - State of Texas
Commission Expires: 08/14/99

Debbie Coufal
Notary Public in and for Bell County, Texas

RETURN TO: James I. Howe
First Omega Company, Ltd.
P. O. Box 1908
Temple, Texas 76503-1908

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Field Notes for a tract of land in Temple, Bell County, Texas, being out of and a part of the REDDING ROBERTS SURVEY, ABSTRACT #692, and the tract of land herein described being out of and a part of three tracts of land, one being a 9.586 acre tract of land described by Deed to First Omega Company, LTD, recorded in Volume 3214, Page 231, one being that certain 9.574 acre tract described in a Deed to First Omega Company, LTD, recorded in Volume 3214, Page 223, and one being that certain 9.552 acre tract of land described in a Deed to First Omega Company, LTD, recorded in Volume 3214, Page 227, Deed Records, of Bell County, Texas, with this survey being based on the North line of Waterford Park, Phase (1), 72 deg. 48' 25" E, 353.43 feet) and being more fully described as follows:

BEGINNING at an iron rod set in concrete and being the Northwest corner of Waterford Park, Phase (1), an addition to the City of Temple, recorded in Cabinet C, Slide 14B, of the Plat Records, Bell County, Texas, for the Southwest corner of this tract of land.

Thence: N 16 deg. 36' 20" E, 277.20 feet, with the West line of this tract of land to an iron rod set in concrete for the Northwest corner of this subdivision.

Thence: With the North line of this tract of land to wit:
S 73 deg. 22' 11" E, 161.69 feet, to an iron rod set in concrete; N 16 deg. 36' 20" E, 16.46 feet, to an iron rod set in concrete; S 72 deg. 48' 25" E, 244.33 feet, to an iron rod set in concrete; and S 65 deg. 03' 02" E, 92.58 feet, to an iron rod found in concrete for the most Northerly Northeast corner of this tract of land said corner being the most Northerly corner of the aforementioned Waterford Park, Phase (1).

Thence: S 35 deg. 50' 35" W, 170.09 feet, (S 35 deg. 41' 21" W, 169.82 feet, by Plat) with the West line of Waterford Park, Phase (1), to an iron rod set in concrete for the most Southerly Southeast corner of this tract of land and an Ell corner of the said Waterford Park, Phase (1).

Thence: With the South Right-of-Way line of Wilshire Drive being a curve to the right a distance of 31.76 feet, to an iron rod set in concrete for the most Northerly corner of Lot 19, Block 5, Waterford Park, Phase (1), said curve having a radius of 275.00 feet and a chord bearing and distance of S 51 deg. 14' 06" E, 31.74 feet.

Thence: Continuing with the East line of this tract to wit:
S 48 deg. 39' 49" W, 87.14 feet, to an iron rod found; (S 48 deg. 43' 44" W, 87.28 feet, by Plat) and S 48 deg. 45' 58" W, 63.52 feet, to an iron rod set in concrete; (S 48 deg. 43' 44" W, 63.28 feet by Plat) for the most Southerly Southeast corner of this tract of land.

Thence: N 46 deg. 39' 58" W, 42.06 feet, to an iron rod set in concrete, and N 72 deg. 48' 25" W, 353.35 feet, (N 72 deg. 48' 25" W, 353.43 feet, by Plat) with the North line of Waterford Park, Phase (1), to the place of BEGINNING and containing 3.037 acres of land.

STATE OF TEXAS :
COUNTY OF BELL :

KNOW ALL MEN BY THESE PRESENTS, that I, Carl B. Pearson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief said description is true and accurate.

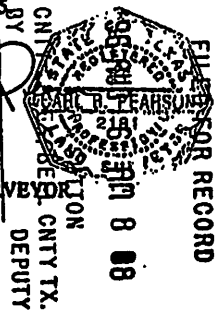
IN WITNESS THEREOF, my hand and seal this 6th day of December, 1995

Carl B. Pearson
Registered Professional Land Surveyor
Seal No. 2181

Carl B. Pearson

TEMPLE CIVIL ENGINEERING
P.O. BOX 1129
TEMPLE, TX 76503-1129

CARL B. PEARSON
REG. PROFESSIONAL SURVEYOR
FN-4614



THIS IS PART TWO OF A TWO PART DESCRIPTION
PART ONE BEING THE SUBDIVISION PLAT

Cabinet C Slide 59-D

EXHIBIT "A"

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