

RESTRICTIVE COVENANTS
TO
The Commons At Waterford Park

A Subdivision of Temple Bell County, Texas

STATE OF TEXAS |

COUNTY OF BELL |

KNOW ALL MEN BY THESE PRESENTS:

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 7.9000 acres of land in Bell County, Texas, as described in field notes of Thomas D. Berrier, R.P.L.S. #2498, attached hereto marked Exhibit A and incorporated herein by reference for all pertinent purposes.

That the 7.9000 acres of land owned by First Omega Company, Ltd., which land is described in Exhibit A, attached hereto, and which 7.9000 acres described in Exhibit A contains the blocks and lots of The Commons At Waterford Park, a subdivision of Temple, Bell County, Texas as listed in paragraph 6, below.

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 The Commons At Waterford Park subdivision, which will be covenants running with the land;

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

a. **Purpose.** The Committee will exercise its judgment in review of all proposed improvements, construction, landscaping and alterations on all property within The Commons At Waterford Park, for conformance and harmony with existing and surrounding structures and protection of the trees and environment.

b. **Review.** No improvements may 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, must have first been submitted to and approved in writing by the Committee. Submittal plans & specifications, as approved, will be retained by the Committee.

c. **Procedure.** The Committee will 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.

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

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

f. **Modification.** *The Committee has 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 will be by written instrument,

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Restrictive Covenants**

properly filed in the Bell County deed records.

g. Liability. Committee members will not be liable for damages to any person submitting requests for approval or to any owner (or resident) within The Commons At Waterford Park, 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 will be used in any manor except for single-family residential purposes.

3. REPLATING AND SUBDIVIDING: First Omega Company, Ltd., its successors and assigns, has the exclusive right to replat or subdivide any or all of The Commons At Waterford Park, subdivision without prior approval from property owners within The Commons At Waterford Park, subdivision, subsequent to the filing of these covenants. No lot or lots may be subdivided into smaller lots or parcels of land for the purpose of building thereon, sale or leasing, having an area of less than 4,500 square feet.

4. DWELLING TYPE PROHIBITED: No existing building, trailer or trailer house, mobile home, motor home, basement, garage, or portable building may 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 may be erected upon any lot or subdivision thereof, as permitted herein, which contains less **SQUARE FEET OF "LIVING" FLOOR AREA** (excluding the basement, the garage whether attached or detached, breezeways, porches and balconies whether enclosed or not) than required in paragraph 6 below, except as may be authorized by the Committee per Paragraph 1.F.

This restriction does 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, is 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 will be allowed and is limited to structures with **FIRST FLOOR MASONRY EXTERIOR VENEER OF NOT LESS THAN INDICATED BELOW**, except as may be authorized by the Committee per Paragraph 1.F:

The Commons At Waterford Park		Minimum Living Area SF	Minimum Masonry %
Block 01	Lots 01-25	1,200	40
Block 02	Lots 01-03	1,200	40
Block 03	Lots 01-03	1,200	40
Block 04	Lots 01-03	1,200	40
Block 05	Lots 01-07	1,200	40

7. BUILDING SET-BACK: No building or any part thereof, such as a porch, landing, etc., may 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 may be located on any lot nearer than (20') to the front lot line or nearer than (5') to any side street lot line.

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

c. The Committee may grant set-back variances that do not conflict

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with city requirements or variances thereto.

8. **FUTURE REMODELING OR REBUILDING:** All restrictive covenants and conditions 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 may not be carried out upon any lot; nor may 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 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.

No lot or street of this subdivision may 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) is 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 is 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 is 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 may 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. A maximum of two (2) dogs and two (2) cats per lot will be permitted. All pets must be kept in a fenced yard and on leash when walking.

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

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

16. **SIGNS AND POSTERS:** No sign or poster of any kind is 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 10' feet in height.

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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 may 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 will apply to any lot within ten feet (10') of the intersection of a street with the edge of a driveway or alley pavement. No trees are permitted 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 must maintain yards at all times. Grass and landscaping must 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 is 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 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, are 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 will automatically extend 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 may not increase vacant lot use restrictions without respective vacant lot owner consent.

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 may 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 must be maintained continuously by the owner of the lot, except for those improvements for which a public authority, home owner's association 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 is permitted.

There are hereby created (3 foot) 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, may in no way effect any of the other provisions hereof, which are to remain and continue in full force and effect.

24. **COVENANT ENFORCEMENT:** Enforcement of these covenants, restrictions, conditions and limitations is to 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

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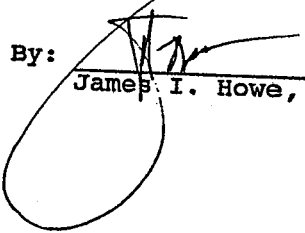
(lawfully in force or hereafter adopted), may impose more restrictive limitations on property use.

26. Waterford Homeowners Association, Inc.: Every record owner of a fee interest in a lot, whether one or more persons or entities, located in The Commons At Waterford Park a subdivision in Temple Bell County, Texas, must be a member of the Waterford Homeowners Association, Inc., and is 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 in 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. The Commons At Waterford Park: That First Omega Company, Ltd. does hereby certify that the land comprising The Commons At Waterford Park as indicated in the field notes and the plat marked Exhibit B, attached hereto, is wholly within Temple Bell County, Texas.

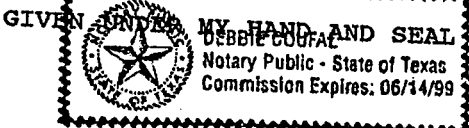
EXECUTED this 23RD day of JANUARY, 1997.

First Omega Company, Ltd.
By: Omega Enterprises, Inc., General Partner

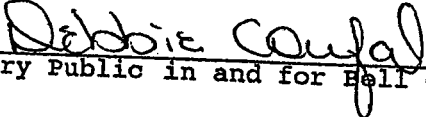
By: 
James I. Howe, Vice President

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., General Partner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she 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 23rd day of January, 1997.


Notary Public in and for Bell County, Texas

RETURN TO: James I. Howe
First Omega Company, Ltd.
P.O. Box 1908, Temple, Texas 76501-1908

the REDDING ROBERTS SURVEY, ABSTRACT #692, and the tract of land herein described being out of and a part of that certain 9.586 acre tract of land described in a Deed to First Omega, recorded in Volume 3214, Page 231, reference line S 16 deg. 36' 20" W, 277.20 feet, Cabinet C, Slide 59-D, Deed and Plat Records, Bell County, Texas, and being more fully described as follows:

BEGINNING at an iron rod found in concrete on the North right-of-way line of FM 1741, said iron rod found being the Southeast corner of a 1.0 acre tract of land described in a Deed to James D. Malicoat, recorded in Volume 606, Page 110, Deed Records, Bell County, Texas, for the Southwest corner of the aforementioned 9.586 acres for the Southwest corner of this;

Thence: N 16 deg. 35' 19" E, 286.02 feet, to an iron rod found in concrete on the Southeast corner of Lot 13, Block 4, Replat of Cimarron Subdivision, Phase 2, recorded in Cabinet A, Slide 82-C, Plat Records, Bell County, Texas, N 16 deg. 32' 24" E, 570.53 feet, to an iron rod found in concrete for the Northeast corner of Lot 11, Block 8, Cimarron Subdivision, Phase 1, for the Southeast corner of Lot 12, Block 8, Cimarron Subdivision, Phase 2; N 16 deg. 32' 08" E, 315.39 feet, to an iron rod found in concrete on the East line of Lot 11, Block 10, Cimarron Subdivision Phase 2, and N 17 deg. 09' 11" E, 204.90 feet, to an iron rod found in concrete on the South line of Lot 10, Block 2, Stratford Place Subdivision, Phase III, as recorded in Cabinet B, Slide 242-B, (Deed calls N 19 deg. 03' 35" E, 1171.59 feet, and N 19 deg. 38' 14" E, 204.78 feet) for the northwest corner of the aforementioned 9.586 acres for the Northwest corner of this;

Thence: S 72 deg. 55' 05" E, 249.15 feet, (Deed S 70 deg. 21' 30" E) to an iron rod found in concrete on the North line of the aforementioned 9.586 acres on the South line of Lot 14, Block 2, Stratford Place, for the Northeast corner of this;

Thence: S 16 deg. 36' 20" W, 835.32 feet, to an iron rod found in concrete for the Southwest corner of Lot 24, Block 5, Waterford Park, Phase 2, as recorded in Cabinet C, Slide 59-D, Plat Records, Bell County, Texas, S 16 deg. 34' 01" W, 470.42 feet, to an iron rod found in concrete and S 6 deg. 03' 59" W, 57.71 feet, to an iron rod found in concrete (Plat S 16 deg. 37' 49" W, 470.76 feet, and S 6 deg. 07' 47" W, 57.71 feet) on the North right-of-way line of FM 1741, for the Southwest corner of Lot 5, Block 5, Waterford Court, Phase I, as recorded in Cabinet C, Slide 14-B, Plat Records, Bell County, Texas, for the southeast corner of this;

Thence: Around a curve to the left with a radius of 868.51 feet, a chord of N 85 deg. 23' 44" W, 44.32 feet, an arc distance of 44.32 feet, (Plat N 85 deg. 19' 56" W, 44.32 feet) to an iron rod found in concrete N 73 deg. 33' 43" W, 174.85 feet, (Deed N 70 deg. 59' 48" W) to an iron rod found in concrete and around a curve to the left with a radius of 449.32 feet, a chord of N 76 deg. 50' 27" W, 42.73 feet, an arc distance of 42.74 feet, (Deed N 73 deg. 41' 33" W, 42.27 feet) to the place of BEGINNING and containing 7.90 acres of land.

STATE OF TEXAS :
COUNTY OF BELL :

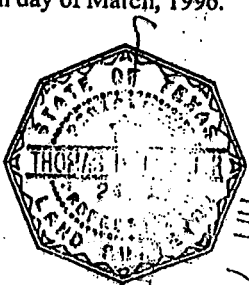
KNOW ALL ME BY THESE PRESENTS, that I, Thomas D. Berrier, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief, said description is true and accurate.

IN WITNESS THEREOF, my hand and seal, this 8th day of March, 1996.

Thomas D. Berrier
Thomas D. Berrier
Registered Professional Land Surveyor
Seal No. 2498

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

PAGE ONE FIELD NOTES
PAGE TWO PLAT



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002746

WATERFORD HOME OWNERS' ASSOCIATION
MEMBERSHIP DUES POLICY
Effective January, 1998

- A. Initial Membership Dues: \$100.00, one-time assessment to the first owner of each property within Waterford. Paid at closing.
- B. Annual Membership Dues: \$100.00, annual assessment to Waterford property owners. Due annually (in advance) or quarterly on the first day of the first month of each quarter (Jan, Apr, Jul, Oct).
- C. Dues Past Due: Membership dues are past due when not received (in good funds) by the Association, within 30 days of the due date.
- D. Past Due Interest: Accrues on past due membership dues at 18.0% per annum, from the due date until paid.
- E. Dues Notices: Mailed to members monthly on the first. Non-receipt of Dues Notices does not relieve members of responsibility to pay membership dues when due.
- F. Past Due Notices: Mailed to members as follows:
1. When dues are 30 days past due.
 2. Every 10 days thereafter until paid-in-full (including interest & collection fees)
- G. Collection Fee: \$25.00 collection fees, to recover a portion of the actual expense, will be charged to past due members for each notice mailed in "F" above.
- H. Foreclosure: \$50.00 foreclosure fees will be charged when the foreclosure process must be initiated to collect past due membership dues. Foreclosure and collection fees, and all legal and court fees will be added to the foreclosure amount.