

**CORRECTION DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WATERFORD HOMEOWNERS' ASSOCIATION, INC.**

THE STATE OF TEXAS
COUNTY OF BELL

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Declarant is the owner of that certain real property in Bell County, Texas, described in Exhibit "A", Exhibit "B" and Exhibit "C", attached hereto and made a part hereof for all purposes (hereinafter called "the Existing Property"), subject to the liens, encumbrances, restrictions and other matters filed of record effecting the Existing Property;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of common facilities to be developed on a portion of the Existing Property and any additional property (as provided in Article II) (hereafter called the "Additional Property"); (the Existing Property and the Additional Property are sometimes collectively referred to as "the Property");

WHEREAS, Declarant intends to develop a residential subdivision in phases by dividing portions of the Property into lots for the construction of single family dwellings (hereafter called "Lots");

WHEREAS, Declarant desires to assure all Owners of Lots (hereafter called "Owner(s)") to be developed within the Property that open space will continuously be preserved for the benefit of each Owner;

WHEREAS, Declarant desires that all Owners within the Property be assured that property values, open space and common facilities will be maintained;

WHEREAS, Declarant desires to construct or to cause to be constructed on the Property improvements intended for single family residential purposes;

WHEREAS, to accomplish the objectives set forth above, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens, (hereafter called "Covenants") hereafter set forth, which are for the benefit of the Property and Owners;

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WATERFORD HOMEOWNERS' ASSOCIATION, INC.
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NOW, Declarant declares that the Property is to be subject to the following Covenants which shall run with the Property and shall be binding on and inure to the benefit of the Owners.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to **WATERFORD HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Common Area" shall mean that portion of the Existing Property and all other real property conveyed to the Association by Declarant in connection with Additional Property held by the Association for the benefit and for the common use and enjoyment of the Owners. The initial Common Area shall be conveyed to the Association by Declarant prior to or within one hundred twenty (120) days after one (1) of the Lots developed out of the Existing Property is conveyed to an Owner other than Declarant.

Section 3. "Construction Period" with respect to a particular Section or phase shall mean that period of time from the date hereof until one year after all Lots within such Section or Phase are conveyed to Owners other than Declarant and construction of single family residential dwellings within such Section or Phase has been completed. The Construction Period may be earlier terminated by thirty (30) days written notice from Declarant to the Association.

Section 4. "Declarant" shall mean and refer to **FIRST OMEGA COMPANY, LTD.**, a Texas limited partnership, its successors and assigns (i) if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development, and (ii) if such successors or assigns are designated in writing by the Declarant as a successor or assign of the rights of **FIRST OMEGA COMPANY, LTD.**, a Texas limited partnership.

Section 5. "Lot" shall mean and refer to any lots on the Property, on which there is or may be constructed a single family residential dwelling.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. The Owner of a single family residential dwelling shall own the Lot upon which the single family residential dwelling is situated.

Section 7. "The Property" shall mean and refer to the Existing Property and any additional property that may be added pursuant to Article II.

Section 8. "Section or Phase" shall mean and refer to each of (a) the Existing Property and (b) the Additional Property, added pursuant to Article II.

Section 9. "Dwelling Unit" shall mean and refer to the principal structure (detached, semi-attached and/or attached) constructed by Declarant and/or Owner upon a single Lot and used as a single family residential dwelling.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Additions. Declarant shall have the right, without the consent of any other Owner, to bring within the scheme of this Declaration additional property in future stages of the development, provided that the area covered by any such addition shall be (a) made no later than ten (10) years from the date hereof and (b) contiguous to the Property as existing at the time of such addition.

Section 2. Supplementary Declaration. The additions authorized under Section 1 of this Article II shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to the Additional Property. The Supplementary Declaration may contain complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property. In no event, however, shall the Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Existing Property.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING

Section 1. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Except as provided under "Class B" below, each Owner as defined in Article I shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Lot in which he holds the full fee interest. When the full fee interest in any Lot is held by more than one (1) person, all persons shall be members, and the vote for the Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If more than one (1) vote is cast for a single Lot, none of the votes are counted and any of such votes shall be deemed void.

Class B. The Class B member(s) shall be Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the full fee interest, provided that the Class B membership shall cease upon termination of the Construction Period for the last Section added to the Property pursuant to Article II.

Section 2. Suspension of Voting Rights. No Owner may exercise a vote if the Owner is delinquent on the payment of any assessment on the Owner's Lot, and the President of the Association may exercise the vote with respect to the Lot.

ARTICLE V

PROPERTY RIGHTS IN COMMON AREA

Section 1. Members' and Tenants' Beneficial Interest of Enjoyment. Every member in residence, every resident tenant of a member and the Declarant shall have a beneficial interest of use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to publish rules and regulations governing use of the Common Area and improvements and facilities located thereon, and to establish penalties for infractions thereof;
- (b) the right of the Association to borrow money for the purpose of improving the Common Area and facilities;

(c) the right and duty of the Association to suspend the voting rights of a member for (i) any period during which any assessment against his Lot remains unpaid, and for (ii) a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) (i) the right of Declarant during the Construction Period to convey to any Owner or Owners other than Declarant any strip or strips of land adjoining any Lot and not exceeding two (2) feet in width in order to prevent encroachment of Dwelling Unit and/or improvement constructed on the Lots into or upon the Common Area, and upon and after any such conveyance, such strip or strips shall be a part of the appurtenant Lot for all purposes and shall cease to be a part of the Common Area;

(ii) the right of the Declarant during the Construction Period to construct fences or patios extending from Dwelling Unit and/or improvements constructed on the Lots no more than three (3) feet into the Common Area and to dedicate the area within any such fence or patio to the exclusive use of the Owner or Owners of the appurtenant Lot;

(iii) the right of Declarant during the Construction Period to dedicate or transfer all or any part of the Common Area to the public agency, authority, or utility;

(iv) the right of the Association after the Construction Period to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as provided in Section 2 of Article IX hereof, no such dedication or transfer after the Construction Period shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the aggregate of the votes of the Class A membership and Class B membership (if any) has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than fifteen (15) days nor more than sixty (60) days in advance of any action taken; provided, however, that as used herein the right of the Association to dedicate or transfer part of the Common Area shall not include the right to subdivide or otherwise permit construction or development of Lots, or other improvements for sale or commercial use;

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(e) the right of the Association to establish rules and regulations governing traffic on the private streets and driveways within the Common Area, and to establish sanctions for any violation or violations of such rules and regulations;

(f) the right of the Association to regulate noise within the Property, including, without limitation, the right of the Association to require mufflers on engines or to prohibit the use of devices producing excessive noise;

(g) the right of Declarant during the Construction Period, and the right of the Association thereafter, to control the visual attractiveness of the Property, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property;

(h) all or part of the Common Areas may be conveyed without the prior approval of the City of Temple.

Section 2. Delegation of Use. Any Dwelling Unit constructed on a Lot may be leased to third parties by the Owner or Owners thereof. Where the Owner of a Dwelling Unit leases such Dwelling Unit to a tenant, all rights of use and enjoyment to the Common Area appurtenant to Dwelling Unit and/or Lot shall be vested exclusively in such tenant.

Section 3. Title to the Common Area. By execution and delivery of a conveyance or conveyances as provided in the definition of Common Area, the Declarant shall convey fee simple title to the Common Area to the Association for the benefit and use of the Owners. As a right running with the real property and subject to the provisions of Section 1 of this Article V, ownership of each Lot shall entail the use, benefit and enjoyment of all of the Common Area, including, but not limited to, walks, pavements, driveways, parking areas, entrances and exits owned by the Association, and there shall always be access by both pedestrians and vehicles to and from each Lot (or designated private parking space with respect to vehicles) to a street dedicated to public use without hindrance of such communication ways by the Association and/or Owners. The Association shall hold legal title to the Common Area in trust for the benefit and use of the Owners.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a Deed, whether or not stated in the Deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual

assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon, costs of collection thereof and reasonable attorney's fees as hereinafter provided), shall be a charge on the Lot and shall be a continuing lien thereon. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement, maintenance and preservation of the Property, services, and facilities devoted to said purposes and related to the use and enjoyment of the Common Area, and of the Dwelling Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Area; construction of other facilities; mowing grass, caring for the grounds, landscaping, garbage pickup; pest control; streets; outdoor lighting; water and sewer service furnished to the Common Area by or through the Association; discharge of any liens on the Common Area, any assessment or charges upon the Property, or any portion thereof, established by an instrument of record at the time this Declaration is filed for record and other charges required by this Declaration or other charges that the Association shall determine to be necessary or desirable to benefit the owners, including the acquisition of land and improvements located outside of the Property and the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

Section 3. Establishing Annual Assessments.

(a) After consideration of current maintenance costs and future needs of the members and the Property, the Directors of the Association shall levy an annual assessment on each Lot. The annual assessment rate may be changed by the Directors of the Association from time to time, not more often than once every six (6) months; provided that any such change shall have the assent of two-third's (2/3) of the aggregate votes of both classes of members entitled to vote at a meeting duly called for the purpose of changing the annual assessment, written notice

of which shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(b) Annual assessments shall not apply to Declarant, as owner of or holder of title of any such Lots nor shall it apply to any Lot purchased by any person, firm or corporation primarily engaged in the building and construction business for the purpose of constructing improvements on and thereafter selling the same, but upon any sale of any such Lot, whether sold or not, then such assessments shall become effective and accrue against such Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third's (2/3) of the aggregate of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of the aggregate of the votes of both classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be equally imposed on all Lots of similar type. All assessments shall be payable in quarterly payments to the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the first month of each quarter following the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months

remaining in the calendar year. The Association shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be on the first day of the first month of each quarter and, unless otherwise provided, the Association shall collect each quarter from the Owner of each Lot one-fourth (1/4) of the annual assessment for such Lot. The Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. The Association shall suspend the voting rights of a member for any period during which any assessment against his Lot remains unpaid and the President of the Association may exercise the vote with respect to the Lot. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate of interest permitted by law and such assessment and interest shall remain a continuing lien on the Lot which shall bind such Lot (together with the Dwelling Unit, if any) in the hands of the then Owner, his heirs, devisees and personal representatives, but such obligation shall not pass to other successors in title of such Lot unless expressly assumed by them. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot (or Dwelling Unit), shall expressly vest in that Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Section 51.002 of the Texas Property Code, and such Owner, by acceptance of a deed to a Lot (or Dwelling Unit), expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold,

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lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder. No Owner may waive or otherwise escape liability for the assessments provided for herein by leasing his Dwelling Unit or Dwelling Units, by non-use of the Common Area or by abandonment of his Lot(s) and/or Dwelling Unit(s).

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot and/or Dwelling Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot and/or Dwelling Unit. Sale or transfer of any Lot and/or Dwelling Unit shall not affect the assessment lien; provided, however, the sale or transfer of any Lot and/or Dwelling Unit pursuant to a foreclosure under such purchase-money or improvement mortgages shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot and/or Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All Property dedicated to and accepted by a local public authority, and
- (b) The Common Area.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance.

(a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. The Association shall also obtain and maintain hazard insurance at replacement value for any improvements and items of personal property in the Common Area held by the Association. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association and the Owners in accordance with the terms of this Declaration, and the Owners will cooperate with the Association by

doing any and all such acts and things as may be necessary to effect such insurance. It shall be the individual responsibility of each Owner, at his own expense, to obtain and maintain hazard insurance at replacement value for his Dwelling Unit. It shall be the individual responsibility of each Owner, at his own expense, to provide, as he sees fit, liability insurance, theft insurance and other insurance covering personal property damage and loss.

(b) In the event of damage or destruction by fire or other casualty to any Lot and/or Dwelling Unit, each Owner shall have the duty and obligation to repair or rebuild such damaged or destroyed portions of the Lot and/or Dwelling Unit in a good and workmanlike manner in conformance with the original plans and specifications of said Dwelling Unit.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall (including, without limitation, patio walls and fences) which is built as a part of a Dwelling Unit upon the Property and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owner of a Lot and/or Dwelling Unit shall not cut through or make any penetration through a party wall for any purpose whatsoever without (i) the prior written consent of the adjoining Owner affected by such penetration and (ii) the prior written consent of the Declarant during the Construction Period.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with land and shall pass to such Owner's successors in title.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced or erected upon any Lot after its purchase, nor shall any exterior addition to or change or alteration therein be made until obtaining the approval of the Architectural Control Committee.

ARTICLE IX

EASEMENTS

Section 1. There is hereby created a blanket easement upon, across, over and under all of the Common Area for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, septic tanks and drainfields, telephone, electricity, gas and cable television. Also, there is hereby created a blanket easement upon, across, over and under all of the Common Area for ingress and egress for the purpose of maintaining building exteriors and landscape, shrubs and grass. By virtue of this easement, it shall be expressly permissible for the utility companies to affix and maintain pipes, wires, conduits or other service lines on, above, across and under the roofs and exterior walls of any improvements located within the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines or other utilities may be installed or relocated on the Common Area until approved by the Declarant or Association during the Construction Period or by the Association thereafter, provided, however, that no approval of any Owner other than Declarant or Association, as applicable, shall be required. In the event that any utility company furnishing a service covered by the general easement herein provided requests a specific easement on the Common Area or any portion of the Property owned by Declarant by separate recordable instrument, the Declarant during the Construction Period and the Association thereafter, without the joinder or consent of any Owner other than Declarant, shall have the right to grant such easement on said Common Area without conflicting with the terms hereof.

Section 2. The Owners of the respective Dwelling Units shall not be deemed to separately own pipes, wires, conduits or other service lines running through their Lot which are utilized for or serve other Dwelling Units, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Dwelling Unit.

Section 3. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Association or by any Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision hereof and all such other provisions shall remain in full force and effect.

Section 3. Term, Termination and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Dwelling Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that in the event an instrument signed by members entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership and declaring that this Declaration shall be terminated is filed for record in Bell County, Texas, at least one hundred twenty (120) days before the expiration of the initial twenty (20) year period or any subsequent ten (10) year period, then this Declaration shall terminate at the end of such 20-year period or such 10-year period, as the case may be. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by members entitled to cast not less than eighty percent (80%) of the aggregate of the votes of both classes of membership except the Declarant shall have the right at any time during the

construction period to amend this Declaration without the consent of the Owners. Any amendment must be properly recorded in Bell County, Texas.

Section 4. Conflicts with Prior Restrictions. To the extent that the provisions of this Declaration conflict with any prior restrictions affecting the Property as recorded in Volume 3255, Page 446, of the Official Public Records of Real Property of Bell County, Texas, then the provisions of this Declaration shall control and shall be deemed to have superceded, amended, replaced, or revoked the prior conflicting restrictions. All prior restrictions affecting the Property which do not conflict with the provisions of this Declaration shall remain in effect as written.

Section 5. Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XI

CORRECTION

This "Correction Declaration of Covenants, Conditions and Restrictions for **WATERFORD HOMEOWNERS' ASSOCIATION, INC.**" is given in lieu of and for the purposes of **CORRECTING** the location of the blanket easement described in Article IX in that one (1) certain Declaration of Covenants, Conditions and Restrictions for **WATERFORD HOMEOWNERS' ASSOCIATION, INC.** dated **DECEMBER 23, 1994**, duly recorded in Volume 3258, Page 538, of the Official Public Records of Real Property of Bell County, Texas, wherein by error the blanket easement was described as being located upon the Property, when, in truth and fact, said blanket easement is located upon the Common Area. This instrument is made by Declarant, as provided in Article X, Section 3, in order to correct said mistake, is effective on **DECEMBER 23, 1994**, and in all other respects confirms the former declaration.

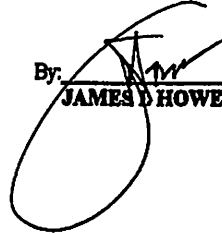
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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this the 23rd day of DECEMBER, 1994.

FIRST OMEGA COMPANY, LTD., a Texas limited partnership

By: OMEGA ENTERPRISES, INC., a Texas corporation

General Partner

By: 
JAMES D HOWE, Vice President

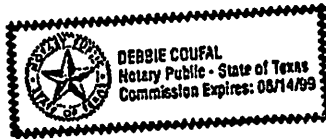
THE STATE OF TEXAS

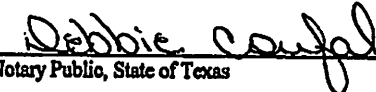
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COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L HOWE, in his capacity as Vice President of OMEGA ENTERPRISES, INC., a Texas corporation, in his capacity as General Partner of FIRST OMEGA COMPANY, LTD., a Texas limited partnership, 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 and said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of SEPTEMBER, 1997.




Notary Public, State of Texas

Printed Name of Notary:
Debbie Coufal

Commission Expires: 6/14/99

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Surveyor's Field Notes for SIGN EASEMENT, WATERFORD PARK, Phase I, for:

0.009 Acre, being part of the REDDING ROBERTS SURVEY, Abstract No. 692, in Bell County, Texas, and being a portion of Lot One (1), in Block One (1), of WATERFORD PARK, Phase I, a subdivision in the E. T. J. of the City of Temple, Bell County, Texas, according to the plat of record in Cabinet C, Slide 14-B of the Plat Records of Bell County, Texas, and being more particularly described by these metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of F. M. 1741, being the southern most southwest corner of said Lot 1, and being the southern most southwest corner of this tract.

THENCE with a cut-back from the north right-of-way line of said F. M. 1741 to the east margin of said WATERFORD DRIVE, same being a southwest line of said Lot 1 (*record call of 28.60 feet*), **NORTH 28 deg 48 min 12 sec WEST**, a distance of 28.60 feet to a 1/2" iron rod found in the east margin of said WATERFORD DRIVE, being the western most southwest corner of said Lot 1, and being the western most southwest corner of this tract.

THENCE with the east margin of said WATERFORD DRIVE, same being the west line of said Lot 1 (*record call of N 15 deg 33 min 34 sec E, 65.00 feet*), **NORTH 15 deg 33 min 34 sec EAST**, a distance of 14.30 feet to a point, being the northwest corner of this tract.

THENCE crossing said Lot 1, **SOUTH 28 deg 48 min 12 sec EAST**, a distance of 49.05 feet to a point in the north right-of-way line said F. M. 1741, same being the south line of said Lot 1, being the southeast corner of this tract.

THENCE with the north right-of-way of said F. M. 1741, same being the south line of said Lot 1 (*record call of N 73 deg 09 min 59 sec W, 95.03 feet*), **NORTH 73 deg 09 min 59 sec WEST**, a distance of 14.30 feet to the Point of Beginning, Containing 0.009 Acre.

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EXHIBIT "A"

Surveyor's Field Notes for SIGN EASEMENT, WATERFORD PARK, Phase I, for:

0.009 Acre, being part of the REDDING ROBERTS SURVEY, Abstract No. 692, in Bell County, Texas, and being a portion of Lot One (1), in Block Five (5), of WATERFORD PARK, Phase I, a subdivision in the E. T. J. of the City of Temple, Bell County, Texas, according to the plat of record in Cabinet C, Slide 14-B of the Plat Records of Bell County, Texas, and being more particularly described by these metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of F. M. 1741, being the southern most southeast corner of said Lot 1, and being the southern most southwest corner of this tract.

THENCE with the north right-of-way line of said F. M. 1741, same being the south line of said Lot 1 (*record call of N 73 deg 09 min 59 sec W, 67.69 feet*), **NORTH 73 deg 25 min 27 sec WEST**, a distance of 13.99 feet to a point, being the western most southwest corner of this tract.

THENCE crossing said Lot 1, **NORTH 61 deg 11 min 48 sec EAST**, a distance of 47.53 feet to a point in the west margin of WATERFORD DRIVE, same being the east line of said Lot 1, being the northeast corner of this tract.

THENCE with the west margin of said WATERFORD DRIVE, same being the east line of said Lot 1 (*record call of S 15 deg 33 min 34 sec W, 101.04 feet*), **SOUTH 15 deg 33 min 34 sec WEST**, a distance of 13.99 feet to a 1/2" iron rod found, being the eastern most southeast corner of said Lot 1, and being the southeast corner of this tract.

THENCE with a cut-back from the east margin of said WATERFORD DRIVE to the north right-of-way line of said F. M. 1741, same being a southeast line of said Lot 1 (*record call of 27.97 feet*), **SOUTH 61 deg 11 min 48 sec WEST**, a distance of 27.97 feet to the Point of Beginning, Containing 0.009 Acre.

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EXHIBIT "B"

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING

August 9, 1994

Surveyor's Field Notes for WATERFORD PARK PHASE (1), being :

9.441 Acres, being part of the REDDING ROBERTS SURVEY, Abstract No. 692, in Bell County, Texas, and being part of 4 tracts; one being called 9.54 acres in the deed to Edith I. Curry recorded in Volume 1642, Page 471 of the Bell County Deed Records, one being called 9.54 acres in the deed to Edgar W. Bruce recorded in Volume 1642, Page 465 of the said Deed Records, one being called 9.54 acres in the deed to Mabel C. Hill recorded in Volume 1642, Page 469 of the said Deed Records, and one called 9.54 acres in the deed to H. Rogers Bruce recorded in Volume 1642, Page 467 of the said Deed Records, and this 9.441 acres being described more particularly by these metes and bounds as follows:

BEGINNING at a 1/2" iron rod hereby set in concrete and being in the south line of the said Curry tract, and being at the intersection of the existing north Right-Of-Way line of F.M. 1741, with the proposed North Right-Of-Way line of F.M. 1741 (per data furnished this surveyor by Texas Department Of Transportation), which bears North 73 deg.25 min.27 sec. West, 86.65 feet from the southeast corner of the said Curry tract, said southeast corner of the said Curry tract also being the southwest corner of the previously mentioned Edgar Bruce tract, and said iron rod in concrete being in a curve which has a radius which bears South 3 deg.12 min.20 sec. West, 868.51 feet.

THENCE entering into the said Curry tract, and being along the said curve to the right, an arc distance of 44.33 feet; the Long Chord of said curve being South 85 deg.19 min.56 sec. East, 44.32 feet to a 1/2 inch iron rod set in concrete for an an angle point in the west line of this 9.441 acres.

THENCE continuing across the said Curry tract the following 2 courses and distances:
1.) North 6 deg.07 min.47 sec. East, 57.71 feet; a 1/2 inch iron rod set in concrete, and,
2.) North 16 deg.37 min.49 sec. East, 470.76 feet; a 1/2 inch iron rod set in concrete for the northwest corner of this 9.441 acres.

THENCE South 72 deg.48 min.25 sec. East, at 54.22 feet pass the east line of the said Curry tract, being the west line of the above mentioned Edgar Bruce tract, and continue crossing the said Bruce tract, a distance of 353.43 feet to a 1/2 inch iron rod hereby being set in concrete for an angle point in the north line of this tract.

THENCE South 45 deg.50 min.21 sec. East, continuing across the said Bruce tract, at a distance of 6.10 feet pass the east line of the said Edgar Bruce tract, being the west line of the previously mentioned Hill tract, 42.61 feet to a 1/2 inch iron rod hereby being set in concrete for an interior corner being in the northerly west line of this tract.

THENCE over and across the said Hill tract the following 6 courses and distances:

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- 1.) North 48 deg.43 min.44 sec. East, 150.56 feet; a 1/2 inch iron rod set in concrete, and being in a curve which has a radius point which bears South 42 deg.18 min.31 sec. West, 275.00 feet,
- 2.) with said curve to the left, an arc distance of 31.77 feet, the Long Chord of said curve bears North 51 deg.00 min.04 sec. West, 31.75 feet to a 1/2 inch iron rod set in concrete,
- 3.) North 35 deg.41 min.21 sec. East, 169.82 feet; a 1/2 inch iron rod set in concrete,
- 4.) South 55 deg.11 min.55 sec. East, 33.92 feet; a 1/2 inch iron rod set in concrete,
- 5.) South 44 deg.42 min.57 sec. East, 58.05 feet; a 1/2 inch iron rod set in concrete,
- 6.) South 41 deg.16 min.16 sec. East, at 111.02 feet pass the east line of the said Hill tract, being the west line of the previously mentioned H. Rogers Bruce 9.54 acres tract, and continue across the just mentioned Bruce 9.54 acres tract, for a total distance of 181.77 feet to a 1/2 inch iron rod set in concrete for the northernmost northeast corner of this tract.

THENCE over and across the said H. Rogers Bruce 9.54 acres tract the following 4 courses and distances:

- 1.) South 5 deg.16 min.00 sec. East, 103.24 feet to a 1/2 inch iron rod set in concrete,
- 2.) South 45 deg.11 min.39 sec. West, 108.90 feet; a 1/2 inch iron rod set in concrete, and being in a curve which has a radius point which bears North 45 deg.11 min.39 sec. East, 325.00 feet,
- 3.) with said curve to the right, an arc distance of 10.42 feet, the Long Chord of said curve bears North 43 deg.53 min.14 sec. West, 10.42 feet; a 1/2 inch iron rod set in concrete,
- 4.) THENCE South 47 deg.01 min.52 sec. West, at a distance of 73.97 feet pass the west line of the said H. Rogers Bruce 9.54 acres tract, and reenter the said Hill tract, and continue in all a total distance of 171.50 feet to a 1/2 inch rod found and placed in concrete for the northwest corner of that certain tract called 1.25 acres in the deed to H. Rogers Bruce of record in Volume 1173, Page 47 of the said Deed Records, and being in the southerly east line of the said Hill tract for an angle point in this east line.

South 15 deg.33 min.34 sec. West, along the west line of the said Bruce called 1.25 acre tract (record call of South 19 deg. West, 341 feet), same being the east line of the said Hill tract (record call of South 17 deg.59 min.46 sec. West, 341.09 feet), at a distance of 322.39 feet pass a 1/2 inch iron rod set in concrete in the said proposed North Right-Of-Way line of said F.M. 1741, and continue in all a total distance of 343.86 feet to a 1/2 inch iron rod found in the existing north Right-Of-Way line of F.M. 1741 for the southwest corner of the said Bruce called 1.25 acre tract, same being the southeast corner of the said Hill tract, and also being the southeast corner of this tract.

THENCE North 73 deg.25 min.27 sec. West, with the existing Right-Of-Way line of said F.M. 1741, same being the south line of the said Hill tract (record call of N 70 deg.35 min.36 sec. West, 273.19 ft.), and the south line the said Edgar Bruce tract (record call of N 70 deg.35 min.36 sec. West, 304.62 ft.), and the south line of the said Curry tract (record call of N 70 deg.35

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min.36 sec. West, 261.59 ft.), at 273.01 feet pass the common south corner of the said Hill and Edgar Bruce tract, at 577.63 feet pass the common south corner of the said Edgar Bruce and Curry tract, and continue in all a total distance of 664.28 feet to the Point Of Beginning, and containing, 9.441 acres.

Surveyed June & July of 1994.

** The bearings recited herein are based upon physical " on-the-ground" ties into the Texas Department Of Transportation Aerial Control panels situated along the existing F.M. 1741 which bounds this tract on the south, and their information is taken to be on the Texas State Plane Coordinate System, and the herein mentioned "New Right-Of-Way Line" for F.M. 1741 Right-Of-Way maps are rotated to the same bearing basis.

This description is to accompany a plat of said Waterford Park, Phase (1) generated by Barton Engineering of Temple, Texas.

** NOTE- This description is for plat application and some of the monuments described herein as "set" may not be situated on the ground at the time of these notes, but it is the intent of this surveyor to have all pertinent monuments described herein to be placed upon completion of construction activity.

ALL COUNTY SURVEYING
1-800-749-PLAT

Charles C. Lucko, TX RPLS # 4636



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