

**RESTRICTIVE COVENANTS
TO
Waterford Village, Phase I I**

A Subdivision of Temple Bell County, Texas

STATE OF TEXAS |
COUNTY OF BELL |

KNOW ALL MEN BY THESE PRESENTS:

That First Omega Partners, Ltd. a Texas Limited Partnership with its offices and principal place of business in Temple, Bell County, Texas, is the sole owner and developer of 10.3990 acres of land in Bell County, Texas, as described in field notes of Gale Arnold, R.P.L.S. #3879, attached hereto marked Exhibit A and incorporated herein by reference for all pertinent purposes.

That the 10.3990 acres of land owned by First Omega Partners, Ltd., which land is described in Exhibit A, attached hereto, and which 10.3990 acres described in Exhibit A contains the blocks and lots of Waterford Village, Phase I I, a subdivision of Temple, Bell County, Texas as listed in paragraph 6, below.

That the developer, First Omega Partners, Ltd., does further make and impose the following restrictions, covenants and limitations on the use of the land, lots and streets of Waterford Village, Phase I I 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 Waterford Village, Phase I I, 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, properly filed in the Bell County deed records.

VOL 4110 PAGE 243

**Waterford Village, Phase I I
Restrictive Covenants**

The Developer has the right to file an amendment to these restrictive covenants, without the necessity of joinder by any other owner of lots within the subdivision, or any interest therein, for so long as Developer owns a lot within the subdivision for development purposes, for any reason. Notwithstanding the foregoing, Developer has the right to file an amendment to these restrictive covenants, without the necessity of joinder by any other owner of lots within the subdivision, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such as additions or amendments hereto as may be required by FHA, HUD or VA to qualify the properties for mortgage guaranties issued by FHA and/or the VA.

g. Liability. Committee members will not be liable for damages to any person submitting requests for approval or to any owner (or resident) within Waterford Village, Phase I I, 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 Waterford Village, Phase I I, subdivision without prior approval from property owners within Waterford Village, Phase I I, 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:

Waterford Village, Phase I I		Minimum Living Area SF	Minimum Masonry 1/2"
Block 01	Lots 01 - 20	1,400	50
Block 02	Lots 01 - 07	1,400	50
Block 03	Lots 01 - 06	1,400	50
Block 04	Lots 01 - 15	1,400	50

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

Exhibit "B" (Page 2 of 5)

[O:\FOP\DEV\FORMS\RESCOV.WV2]

VOL 4110 PAGE 244

Waterford Village, Phase I I
Restrictive Covenants

recorded replat).

a. Notwithstanding the foregoing, no building may be located on any lot nearer than (25') 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 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.

VOL 4110 PAGE 245

Waterford Village, Phase I I
Restrictive Covenants

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.
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:** Initial lawn and landscaping for each new home, must be installed within 14 days after completion of home construction. 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. **ATHLETIC FACILITIES:** Basketball goals, or backboards, children's swing/slide apparatus or any other similar sporting equipment (permanent or temporary) may not be placed in front yards or corner lots side yard of any lot without prior written consent of the committee.
22. **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.
23. **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.
24. **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

VOL. 4110 PAGE 246

Waterford Village, Phase I I
Restrictive Covenants

in full force and effect.

25. 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.

26. 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.

27. Waterford Homeowners Association, Inc.: Every record owner of a fee interest in a lot, whether one or more persons or entities, located in Waterford Village, Phase I I 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 and corrected in Volume 3670, Page 563, all 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.

28. Waterford Village, Phase I I: That First Omega Partners, Ltd. does hereby certify that the land comprising Waterford Village, Phase I I as indicated in the field notes and the plat marked Exhibit B, attached hereto, is wholly within Temple Bell County, Texas.

EXECUTED this 20 day of MARCH, 1999

DEVELOPER
First Omega Partners, Ltd.
By: Omega Enterprises, Inc., General Partner

By: [Signature]
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 11th day of November, 1999.

 LINDA CHAISON
Notary Public
STATE OF TEXAS
My Commission Expires 07/28/2000

[Signature]
Notary Public in and for Bell County, Texas

First Omega Partners, Ltd.
P.O. Box 1908, Temple, Texas 76503-1908

VOL 4110 PAGE 247



**The
Wallace
Group, Inc.**
Engineers ■ Planners
Waco ■ Killeen ■ Austin ■ Temple

Gale Arnold, R.P.L.S.
George Jazek, A.I.A.
Mike Keachey, R.E., R.P.L.S.
June E. Lykes, R.E.
J.A. "Jake" Pavlos, Jr. R.E.
Chris Ruiz, R.E.
George E. "Jed" Walker, Jr., R.E.
R.E. "Bob" Wallace, R.E., R.P.L.S.
Otto E. Wiederhold, R.E.
John F. Wintler, R.E.

**Waterford Village, Phase II
an addition to the City of Temple, Texas**

Field notes for a 10.399 acre tract of land out of the Redding Roberts Survey, Abstract No. 692, in the City of Temple, Bell County, Texas, being out of those certain tracts of land described in deeds to First Omega Company, LTD., of record in Volume 3214, Pages 223, 227, 231, 261 and 271 in the Bell County, Texas Official Public Records of Real Property. Said 10.399 acre tract of land being more particularly shown on the attached plat, made a part hereof and described by metes and bounds as follows:

BEGINNING at a ½ inch diameter rebar found in concrete in the common line between Stratford Place Subdivision, Phase IV of record in Cabinet B, Slide 268-B in the Plat Records of Bell County, Texas and that certain 9.586 acre tract of land described in said deed to First Omega Company, LTD., recorded in Volume 3214, Page 231 in said official public records, being the northeast corner of The Commons of Waterford Park, a subdivision of record filed in Cabinet C, Slide 72-A in said plat records and being the northwest corner of the herein described tract;

THENCE S 72 deg. 45 min. 26 sec. E, along the common line between said Stratford Place Subdivision, Phase IV and said 9.586 acre tract and that certain 9.574 acre tract described in said deed to First Omega Company, LTD., recorded in Volume 3214, Page 223 in said official public records, a distance of 182.76 feet to a ½ inch diameter rebar found in concrete at the southeast corner of said Stratford Place Subdivision, Phase IV;

VOL. 4110 PAGE 248

VOL. 4110 PAGE 249

THENCE S 72 deg. 42 min. 15 sec. E, along the common line between Stratford Place Subdivision, Phase V, of record in Cabinet B, Slide 293-B in said plat records and that certain 9.574 acre tract described in said deed to First Omega Company, LTD., recorded in Volume 3214, Page 223 in said official public records, a distance of 143.33 feet to a ½ inch diameter rebar found;

THENCE S 73 deg. 38 min. 14 sec. E, along the south line of said Stratford Place Subdivision, Phase V and Stratford Place Subdivision, Phase VII, of record in Cabinet C, Slide 40-B in said plat records and along the north line of said 9.574 acre tract and the north line that certain 9.552 acre tract described in said deed to First Omega Company, LTD., recorded in Volume 3214, Page 227, in said official public records, a distance of 347.70 feet to a ½ inch diameter rebar found in concrete at the northeast corner of said 9.552 acre tract, being the northwest corner of that certain 9.536 acre tract described in said deed to First Omega Company, LTD., recorded in Volume 3214, Page 261 in said official public records;

THENCE S 73 deg. 40 min. 18 sec. E, along the south line of said Stratford Place Subdivision, Phase VII and Canyon Creek Subdivision, Phase IX, of record in Cabinet C, Slide 21-D in said plat records, being the north line of said 9.536 acre tract, a distance of 229.36 feet to a ½" diameter rebar found and reset in concrete for the most northerly northeast corner of the herein described tract, being the northwest corner of that certain 2.589 acre tract of land described in a deed to the City of Temple, Texas recorded in Volume 3928, Page 75 in said official public records;

THENCE along the west lines of said City of Temple 2.589 acre tract, the following two courses:

S 16 deg. 01 min. 13 sec. W, 5.67 feet to a ½" diameter rebar placed at the beginning of a curve to the right,

Along said curve to the right, an arc distance of 105.55 feet, having a radius of 272.91 feet, a delta of 22 deg. 09 min. 31" and a chord bearing and distance of S 27 deg. 05 min. 58 sec. W, 104.89 feet to a ½" diameter rebar found and reset in concrete, at the most westerly southwest corner of said 2.589 acre tract, being an interior ell corner of the herein described tract,

VOL 4110 PAGE 250

THENCE along the south lines of said 2.589 acre tract, the following five courses:

S 46 deg. 14 min. 55 sec. E, 108.09 feet to a ½" diameter rebar found and reset in concrete,

S 49 deg. 16 min. 24 sec. W, 27.66 feet to a ½" diameter rebar found and reset in concrete, at an interior ell corner of the herein described tract;

S 40 deg. 46 min. 12 sec. E, crossing the common line between said 9.536 acre tract and that certain 9.552 acre tract described in a deed to First Omega Company, LTD., recorded in Volume 3214, Page 271 in said official public records, a distance of 119.74 feet to a ½" diameter rebar found and reset in concrete;

S 45 deg. 59 min. 53 sec. E, 48.28 feet to a ½" diameter rebar found and reset in concrete,

S 63 deg. 06 min. 29 sec. E, 47.54 feet to a ½" diameter rebar found and reset in concrete for a northeast corner of the herein described tract,

THENCE S 16 deg. 46 min. 51 sec. W, along the most southerly west line of said 2.589 acre tract, a distance of 105.52 feet to a ½" diameter rebar found and reset in concrete at the most southerly southwest corner of said 2.589 acre tract, being an interior ell corner of the herein described tract,

THENCE S 73 deg. 07 min. 14 sec. E, along the south line of said 2.589 acre tract, a distance of 152.65 feet to a ½" diameter rebar found and reset in concrete in the common line between said 9.552 acre tract described in Volume 3214, Page 271 in said official public records and that certain 8.04 acre tract of land described in a deed to the City of Temple, Texas, recorded in Volume 3928, Page 83 in said official public records, being the most easterly northeast corner of the herein described tract and the southeast corner of said 2.589 acre tract;

THENCE S 16 deg. 30 min. 26 sec. W, along the common line between said 9.552 acre tract and said City of Temple 8.04 acre tract, a distance of 434.67 feet to a ½" diameter rebar placed in concrete for the northeast corner of Waterford Village, Phase I, Amended Plat, a subdivision of record filed in Cabinet C, Slide 96-C in said plat records, being the southeast corner of the herein described tract;

THENCE along the north line of said Waterford Village, Phase 1 the following three courses:

N 73 deg. 06 min. 30 sec. W, 106.32 feet to a ½" diameter rebar found and reset in concrete, in the east right of way line of Warwick Drive (50' R.O.W.),

N 16 deg. 54 min. 24 sec. E, along the east line of Warwick Drive, 25.14 feet to a ½" diameter rebar found and reset in concrete for an interior ell corner of the herein described tract,

N 73 deg. 55 min. 50 sec. W, 159.49 feet to a ½" diameter rebar placed in concrete for the most southerly southwest corner of the herein described tract, being the southeast corner of Waterford Park, Phase 3, a subdivision of record filed in Cabinet C, Slide 133-A in said plat records;

THENCE N 16 deg. 53 min. 48 sec. E, along the east line of Waterford Park, Phase 3, a distance of 171.50 feet to a ½" diameter rebar placed in concrete for the most easterly northeast corner of said Waterford Park, Phase 3;

THENCE along the northeast lines of said Waterford Park, Phase 3, the following two courses:

N 22 deg. 45 min. 42 sec. W, 171.65 feet to a ½" diameter rebar found in concrete,

N 41 deg. 07 min. 20 sec. W, 400.80 feet to a ½" diameter rebar found in concrete at the most northerly northeast corner of said Waterford Park, Phase 3,

THENCE along the north line of said Waterford Park, Phase 3, the following three courses:

N 73 deg. 20 min. 03 sec. W, 485.29 feet to a ½" diameter rebar found in concrete for corner in the west right of way line of Chadwick Drive (50' R.O.W.);

S 16 deg. 40 min. 05 sec. W, along the west line of Chadwick Drive, 2.47 feet to a ½" diameter rebar found in concrete for corner,

N 73 deg. 20 min. 04 sec. W, 111.40 feet to a ½" diameter rebar found in concrete in the east line of the aforementioned The Commons of Waterford Park, being the southwest corner of the herein described tract;

THENCE N 16 deg. 40 min. 48 sec. E, along the east line of the aforementioned The Commons of Waterford Park, a distance of 278.24 feet to the POINT OF BEGINNING.

Note: This tract is referenced to the City of Temple Coordinate System, an extension of the Texas Plane Coordinate System, Central Zone, NAD 83. All distances are horizontal surface distances and all bearings are grid bearings. All coordinates are referenced to City Monument No. 149. The theta angle at city monument No. 149 is +01 deg. 31 min. 21 sec. The combined correction factor (CCF) is 0.999855. Grid distance = Surface distance X CCF. True north = Grid north + theta angle. Reference tie from City Monument No. 149 to the Point of Beginning of the above described tract is N 42 deg. 31 min. 05 sec. W, 2793.05 feet. Published coordinates for City Monument No. 149 are N=10,357,884.24, E=3,222,070.66

Surveyed December 15, 1998

Gale Arnold
Gale Arnold, RPLS No. 3879
Work order # 9509
Plat D-1238T
FN-9509-01



VOL. 4110 PAGE 252

FILED FOR RECORD
39 NOV 15 AM 9 37
VADA S. J. JH.
CNTY CLERK, BELL CNTY.
DEPUTY:

041906