

DECLARATION of RESTRICTIVE COVENANTS
WESTFIELD, PHASE II
A SUBDIVISION IN TEMPLE, BELL COUNTY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF BELL §

KNOW ALL MEN BY THESE PRESENTS:

KIELLA DEVELOPMENT, INC. (sometimes referred to as "Declarant") is the owner of that certain tract of land situated in Bell County, Texas, more particularly described by metes and bounds in an exhibit entitled "Legal Description" attached to these Restrictive Covenants, and designated as WESTFIELD, PHASE II, a subdivision in Temple, Bell County, Texas (sometimes referred to as the "Subdivision").

Declarant does make and impose the following restrictions, covenants and limitations with reference to the use of lots, roads, and streets of the Subdivision, which will be covenants running with the land:

- 1) **Declaration of Covenants, Conditions and Restrictive Covenants.** The Covenants, Conditions and Restriction limitations of the Subdivision described in this Restrictive Covenants are subject to and in addition to any restrictions, covenants and limitations described in the "Declaration of Covenants, Conditions and Restrictive Covenants of Westfield, a subdivision in Temple, Bell County, Texas," recorded in the Official Public Records of Real Property of Bell County, Texas (sometimes referred to as "Declaration") and any and all supplemental declarations thereof. All words defined in the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.
- 2) **Architectural Review Committee.** The Architectural Review Committee ("ARC") will review and consider variances, approve and/or disapprove design, materials, plans and specifications as to conform to this Declaration and to maintain and protect the overall integrity of the development of the Subdivision.
- 3) **Temple Westfield Property Owners' Association, Inc.** Every record Owner of a Lot located in the Subdivision, whether one or more persons or entities, will be a member of the Temple Westfield Property Owners' Association, Inc. ("Association"), and will be subject to all of the terms, conditions and provisions of the Articles of Incorporation, Bylaws and Declaration of said non-profit corporation, including but not limited to the payment of any annual and/or special assessment assessed by the Association upon a Lot within the Subdivision.
- 4) **Lot use.** No Lot or any part thereof may be used for any purpose except for single-family residential purposes, unless such Lot is designated on the Subdivision Plat as a "commercial use lot" or "Multi-family residential". Construction of Living Units and all improvements are restricted to new construction only, constructed on a Lot from the ground up.
- 5) **Right to Replat or Resubdivide.** Declarant reserves the right to replat or re-subdivide any or all of the Subdivision, subject to compliance with any State, City, and County subdivision standards and subsequent to the filing of the Restrictive Covenants.

6) **Identified Structures not Permitted.** No trailer of any kind or type; prefabricated, modular or manufactured building; mobile home; portable building; tent; shack; or other structure of a temporary nature will ever be moved onto a Lot or the Common Area, whether temporary or permanent. However, during construction, Declarant or a Builder Member (as that term is defined in the Declaration) may erect and maintain such structures as are customary in connection with the construction and sale of the Lot, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers.

7) **Permitted Structures.** One (1) single-family residential dwelling or Living Unit will be permitted and constructed on a Lot. All Living Units will be constructed of new materials, on the Lot from the ground up, and approved by the ARC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ARC approved plans and specifications must be approved by the ARC, in writing, in advance of construction.

The Living Unit cannot exceed two (2) stories in height. The Living Unit may be a 1-story, 2-story or split-level residence with a private garage, attached or detached, for not less than two (2) or more than three (3) vehicles and no more than one (1) attached or detached structure for storage constructed in accordance with the provision for Accessory Buildings below and may not be occupied as a residence.

8) **Accessory Buildings.** Every accessory building or structure, inclusive of such structures as a detached garage or storage building ("Accessory Building"), will be aesthetically compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All Accessory Buildings will be subject to the prior approval of the ARC. In no instance will an Accessory Building exceed one (1) story in height nor will the total floor area of an Accessory Building exceed 10%, individually or in the aggregate, of the floor area of the Living Unit.

9) **Height Restriction.** No Living Unit will be erected, constructed, or altered that exceeds two (2) standard stories in height, provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures will be complied with at all times.

10) **Living Area.** Residences or dwelling units within Subdivision must contain conditioned "living floor area" square feet of not less than the amount stipulated in the "Minimum Areas" article of these Restrictive Covenants, except as may be authorized by the ARC.

- a) **The conditioned living floor area restriction applies to the lots, or any subdivision thereof and excludes basements, garages (attached or detached), breezeways, porches and balconies (enclosed or not).**
- b) **Detached garages or other out buildings are permitted provided the main building conforms to the area square footage as herein required and our building exterior finishes are the same (and same proportion) as the main residential building.**
- c) **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 ARC approval.**

11) **Exterior Wall Masonry.** Dwellings must have first floor exterior masonry veneer coverage to the area square footage as herein amount stipulated in the "Minimum Areas" article of these Restrictive Covenants, except as may be authorized by the ARC. Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage. Masonry includes brick, brick veneer, stone, stone veneer, and rock. In no instance will more than 18" of the slab of the Living Unit be exposed above finished grade as viewed from any street, right-of-way, or other Common Area.

12) **Minimum Areas.** Residences, or dwelling units, within Subdivision must contain minimum areas as defined by the articles on "Living Areas" and "Exterior Wall Masonry", as set forth for each lot in the following table:

| Block | Lot(s) | Minimum Living Area | Minimum Masonry Coverage |
|-------|--------|---------------------|--------------------------|
| 01 | 14-19 | 1,100 sq. ft. | 25% |
| 02 | 08-19 | | |
| 03 | 08-19 | | |
| 04 | 15-25 | | |
| 05 | 14-17 | | |
| 06 | 07-14 | | |
| 07 | 07-14 | | |

13) **Roofing Materials and Design.** Minimum roof pitch design is 8/12 or greater. Wood shake or wood shingle roofing is not permitted. Dwelling and outbuilding roofing must be in accordance with these guidelines. Alternate roofing materials must be approved in advance by the ARC.

| Block | Lot(s) | Roofing Materials |
|-------|--------|--|
| 01 | 14-19 | 3-Tab Composition Shingles Minimum 20-year rating |
| 02 | 08-19 | |
| 03 | 08-19 | |
| 04 | 15-25 | |
| 05 | 14-17 | |
| 06 | 07-14 | |
| 07 | 07-14 | |

14) **Fences.** All rear yards must be privacy fenced. Initial fence construction must be complete, prior to Owner occupancy, in accordance with the table below. New or replacement fences may not be constructed without prior approval of the ARC.

- a) **Fence Construction** may not exceed 6'-0" in height.
- b) **All Fences** must be assembled with the smooth side facing the street with all fence framing and crossboards facing the inside or rear yard of the Lot.
- c) **Divider Fences** are fences located parallel to and on or near a property line common with two or more lots.
- d) **Fence Easement.** Any drainage easement shown on the Subdivision Plat or created by separate instrument duly recorded in the Official Public Records of Teal Property of Bell County, Texas, will also be designated as a Fence Easement, to the extent necessary to permit fences to connect with other fences. In addition the Association may use the

Fence Easement to repair or replace any owner-neglected fence as the Association, in its sole discretion and in accordance with the Declaration, deems appropriate.

- e) **Front Fences** (between 2 houses, facing the street) are to be "in-line" between houses unless prevented by house plan or other limitations.
- f) **Fences must be adequately maintained, functional and in good appearance.** Damaged or deteriorated fences must be promptly repaired or replaced. The expense for repair or replacement of divider fences is to be shared equally by the respective property owners, to the extent they share fencing on a common property line. Property Owners, unable to agree on fence repair or replacement, may construct a separate new fence, adjacent to the damaged or deteriorated fence.
- g) **Any Dog Run** must be constructed so that it is not visible from the street or Common Area.

| Fence | Required Location |
|--|------------------------------------|
| Front (facing front yard) | 50' from Rear Property Line |
| Side (facing side street) | 10' from Side Street Property Line |
| Side & Rear Divider Fences (dividing lots or adjacent property) | Property Line |

- 15) **Parking Pads and Sidewalks.** Construction materials for parking pads and sidewalks will be of concrete, exposed aggregate concrete, asphalt, or brick. The Owner will be responsible for all maintenance of any parking pads or sidewalks constructed upon its respective Lot.
- 16) **Trees, Landscaping and Yards.** Planting of trees, grass and landscaping must be completed immediately after final grading. Yards and landscaping must be mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times.
 - a) Yard grass coverage must be a minimum of 75% of the Lot, inclusive of buildings, driveway, walks, patios and swimming pool.
 - b) To insure a general uniformity of appearance of the subdivision front yards, a minimum of one (and two on corner lots) 2" or greater caliper trees will be installed prior to the closing date in the front of each Lot. Generally located at a midpoint between the property line and drive way. Such tree(s) will be of an evergreen species. Acceptable species are Live Oak, Red oak, Bur Oak, Post Oak, Bradford Pear, Chinquapin Oak, and native Cedar Elm. Alternative species must be approved in advance by the ARC.
- 17) **Landscaping Maintenance.** The Owner of the Lot is responsible for all lawn maintenance and upkeep. The Owner is required to mow the Lot at regular intervals and to maintain its Lot in a neat and well-groomed condition, consistent with the intent of the Restrictive Covenants and quality of the Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and any building refuse will be promptly removed from each Lot.

If Owner fails to maintain its respective Lot, Declarant or the Association may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess

building materials or building refuse situated on a Lot in violation of the Restrictive Covenants. The offending Owner or Builder Member of any Lot will be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

All landscaping will be done with the approval and at the sole discretion of the ARC.

- 18) **Obstructive Landscaping at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2' and 6' above the roadway will be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points 25' feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitation will apply on any Lot within 10' from the intersection of a street with the edge of a driveway or alley pavement. No trees will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
- 19) **Athletic & Play Facilities.** Basketball goals, swings, slides, playhouses, sandboxes or any other sporting or play equipment (permanent or temporary) may not be attached to a house front or located in a front, or corner lot side, yard without prior written consent of the ARC.
- 20) **Animals & Pets.** No animals, livestock, poultry or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs or other generally recognized household pets (collectively "Pets").

No more than four (4) Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Residential Lot designated for single family residences.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by the Association. All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date vaccination.

All Pets must be kept indoors, in a fenced area (fenced with materials as stated above or by an electronic animal control device) or on a leash. It will be the responsibility of the owner of the Pet to prevent the animal(s) from running loose or becoming offensive or a nuisance to other Owners or occupants.

Offensive barking or howling is considered and "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet(s) to clean up after their Pet(s) when in the Common Areas or on the private property of others.

No Pet will be permitted in the Common Area except on a leash, regardless of the animal's nature or training.

- 21) **Exotic or Dangerous Animals.** An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guest, invitees, Customers or tenants, and includes:

- a) dog breeds of pit bull, rotweiler and Doberman pincher, regardless of whether the animal is purebred, a mixed breed or registered with the AKC or similar registration organizations;
- b) poisonous insects, amphibians, or reptiles;
- c) boa constrictors and other constrictor reptiles;
- d) swine
- e) animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils; and
- f) alligators.

Additional breeds of animals may be added to the definition of Exotic or Dangerous Animals from time to time, as determined necessary by the Association Board members, at their sole discretion, and the Rules and Regulations will be amended to include such breed of animals.

22) **Building Set-back Minimum.** No Living Unit, Accessory Building or other approved improvements may be located on any Lot nearer to the front, side or rear property lines than the minimum building setback lines shown on the recorded plat. The ARC may establish additional setback lines as necessary.

23) **Future Remodeling or Additions.** All covenants and conditions of the Restrictive Covenants and the Declaration will apply to future remodeling of and additions to a Living Unit, Accessory Building, and other approved improvements, and to rebuilding in case of total or partial destruction of any existing structure.

24) **Nuisances.** No noxious or offensive activity will be carried on upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to other Owners. An Owner may do no act or any work that will impair the structural soundness or integrity of another building or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other living units, improvements or property of the other Owners.

There will be no hunting or discharge of firearms of any kind allowed in the Subdivision.

There will be no fireworks allowed in the yards and/or streets of the Subdivision which is in accordance with the city ordinance.

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated on the Lot) will be placed or used upon any Lot.

25) **Responsibility to the Environment.** Each Lot Owner hereby acknowledges the responsibility to remain environmentally sensitive in land use and development due to property location within the Clear Water Underwater Conservation District and/or any other watershed.

26) **Restricted Vehicle.** No vehicle with tonnage in excess of 1 ton (except for those vehicles used by a Builder Member during construction of the improvements), camper, camper shell, trailer, mobile home, motor home, boat, marine craft, hovercraft, aircraft, recreational

vehicle, travel trailer, or wrecked, junked, or inoperable vehicles will be kept, parked, stored, or maintained on any portion of a Lot or the Common Area. The ARC will have the absolute authority to determine from time to time whether a vehicle or accessory is being stored or maintained on any Lot or the Common Area. Upon an adverse determination by the ARC, the vehicle or accessory will be removed and the Lot will be brought into compliance with the Restrictive Covenants.

- 27) **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. Motor vehicles must be concealed from view of a public street or another Lot, and may not be parked in yards when visible to a street or another Lot.

No Lot, street or alley in the Subdivision will be used for parking or storage, temporary or otherwise, 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.

- 28) **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, except in the course of normal home service or repair. Pest control vehicles are permitted within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.

- 29) **Outdoor Privies.** No outdoor privies may be placed or permitted to be placed in the Subdivision except temporary construction facilities.

- 30) **Air Conditioning Equipment.** No window, roof or wall type air-conditioner that is visible from any public street will be used, placed or maintained on or in any Living Unit. No air-conditioning apparatus will be installed on the ground in front of a Living Unit.

- 31) **Exterior Lighting.** All exterior lighting and lighting fixtures, of any type or nature, must be approved by the ARC prior to construction and installation. The Board may restrict the size and placement of any lighting fixture.

- 32) **Signs & Posters.** No sign or poster of any kind greater than two (2') square feet will be allowed on any Lot of said subdivision. One (1) sign of no more than four (4') square feet in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the Lot will be allowed. Larger, temporary, builder signs may be authorized by the ARC.

- 33) **Oil or Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted, upon or in any Lot or Common Area, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designated for use in boring for oil or natural gas will be erected, maintained or permitted on any Lot or Common Area. No tank for the storage of oil or other fluids may be maintained on any of the Lots or Common Area above the surface of the ground.

34) **Mailboxes.** U.S. Mail delivery and deposit will be to Cluster-type mailboxes. Such boxes will be located in accordance with the Subdivision Mail Box Plan. Individual curbside mailboxes are not permitted.

35) **Garbage/Rubbish.** No Lot or the Common Area will be used or maintained as a dumping ground for rubbish. Garbage, trash or rubbish, and other waste materials must be kept only in sanitary containers as specified by city ordinance. Such sanitary containers may be placed in the street for pick up no earlier than 12 hours from the time of collection and must be returned to its place of storage within 12 hours of collection.

No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, Common Area, park, street, right-of-way, or drainage area in the Subdivision.

No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.

36) **Unightly conditions.** Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot or the Common Area.

37) **Utility and Drainage 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 the installation and maintenance of utilities, or which may change the direction of flow of surface drainage in the easements, or which may obstruct or retard the flow of water drainage in the easements. The easement area of each Lot and all improvements in such easement area will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Owner of the Lot upon which a utility easement is located may use it for lawn purposes. Fencing in this easement area will be permitted, provided it does not alter or obstruct surface drainage.

In addition to what is shown on the plat there is hereby created 5' wide easements for drainage purposes on, over and across the platted rear and side lot lines of each and every Lot (or modification by replatting or deed) in this Subdivision.

38) **Water Supply Systems.** No individual water supply systems will be permitted on any Lot.

39) **Waste Water Treatment Systems.** No individual sewage disposal system will be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Temple, Texas, and the Bell County Health Department. Approval of such systems as installed will be obtained from such authority prior to any site work.

40) **Restrictive Covenants Term.** The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the above-described tract and every part thereof, and every re-subdivision thereof, until 20 years from the date of this conveyance, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument signed by a majority of the then land owners of the Subdivision may change the Restrictive Covenants in whole or in part.

- 41) **Restrictive Covenants Invalidated.** Invalidations of any one or more of the Restrictive Covenants by judgment or court order, will in no way affect any of the other provisions hereof, which will remain and continue in full force and effect.
- 42) **Enforcement of Restrictive Covenants.** Enforcement of the Restrictive Covenants will be by proceedings at law or in equity, against any person or persons violating or attempting to violate any one or more of the Restrictive Covenants, either to restrain violation or to recover damages. Should it become necessary for the Declarant or an Owner of a Lot to retain the services of any attorney for the specific enforcement of the Restrictive Covenants contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.
- 43) **Zoning Ordinances.** The Restrictive Covenants are, in all respects, subject to any applicable zoning regulations lawfully in force hereafter adopted.
- 44) **Altering Restrictions.** As long as Declarant owns a Lot within the Subdivision for development, Declarant, at Declarant's discretion, may alter the Restrictive Covenants, without the joinder of any other Lot Owner. Thereafter, the Restrictive Covenants may be altered or abandoned at any future date by a 75% affirmative vote of the Lot Owners within the Subdivision, with 1 vote being allotted to each plot, or 1 vote per acre, whichever produces the larger number of votes.
- 45) **Variances.** The ARC, in its sole discretion, has the authority to grant variances of any setback line, to alter any setback line, to waive any encroachment across or into any setback line, Common Area, or easement, or alter any Restrictive Covenant so long as the alteration does not diminish the value or overall integrity of the Subdivision, to the extent that the ARC has the authority to waive such encroachment into an easement, as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form.

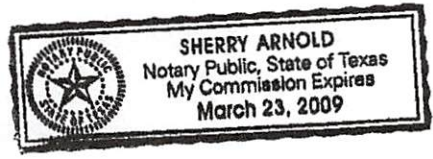
EXECUTED 4 May 1st, 2006.

KIELLA DEVELOPMENT, INC.

By: [Signature]
JOHN R. KIELLA, President

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on 4 May 1st, 2006, by JOHN R. KIELLA, in his capacity as President of KIELLA DEVELOPMENT, INC.



[Signature]
Notary Public

FILED FOR RECORD
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VALLEY BELL COUNTY
CLERK

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