

AFTER RECORDING, RETURN TO:  
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.  
15 North Main Street  
Temple, Texas 76501

*Kiella Development, Inc.*  
*PO Box 1344*  
*Temple, TX 76503*

**RESTRICTIVE COVENANTS**  
to  
**WESTFIELD DEVELOPMENT, PHASE VII**

**A subdivision in Temple, Bell County, Texas**

STATE OF TEXAS  
COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS:

**That Declarant, KIELLA DEVELOPMENT, INC., a Texas corporation,** with offices and principal place of business in Temple, Bell County, Texas, is the developer of Westfield Development, Phase VII, an amending plat of Westfield Development, Phase VI, and Lot 4, Block 1, Westfield Development, Phase IV, a subdivision in the City of Temple, Bell County, Texas, according to the map or plat of record in Cabinet D, Slide 298-B, Plat Records of Bell County, Texas (the "Subdivision").

**That Declarant** further makes and imposes the following restrictions, covenants and limitations (collectively the "Restrictive Covenants") on the use of the land, Lots and streets of the Subdivision, which will be covenants running with the land;

1. **Improvements Constructed on a Lot.** Construction of new buildings and improvements (as constructed on the ground up) is required. All structures to be located on the Lots will have 100% masonry exteriors and shall incorporate a minimum 10% limestone, brick, stucco, stone, or other materials providing architectural contrasts on the front façade of the building. Roofing materials, if visible, shall be complementary in color and material. Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage. Except for temporary construction facilities, trailers and portable buildings are not permitted within the Subdivision.
2. **Reciprocal Access Easement.** Shared access points and cross access easements between adjacent Lots will be required to encourage on site circulation between adjoining properties, and protect roadway capacity thereby enhancing overall public safety. Such shared access points and cross access easements are described in the Declaration of Reciprocal Access Easement filed of record as document number 2008-00048502, in the Official Public Records of Real Property of Bell County, Texas.
3. **Parking Lot Plantings.** Internal parking lot plantings, including minimum 2" caliper trees, are required at a ratio of one (1) tree for each fifteen (15) parking spaces.
4. **Screening of Equipment.** Roof mounted equipment shall be located to minimize its visibility from the public street right-of-way. Exterior equipment constructed or installed at grade level

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shall be screened from view of the public street, and all such screening shall be considered a structure and comply with the provisions of Paragraph 1.

5. Garbage. Garbage and waste materials must be kept in containers that are located on a reinforced concrete pad and screened from public view. Containers shall be located at the rear  $\frac{1}{4}$  of a developed Lot or contiguous with the building structure. All screening shall be considered a structure and comply with the provisions of Paragraph 1.
6. Antenna. Radio, Television or other type antenna, transmitting or receiving structure are not 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 building roof. Use of such structures is limited to activities that do not interfere with normal receiving of radio or television transmissions at neighboring Lots.
7. Use of Lot; Specific Prohibited Uses or Operations. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal. In addition to the foregoing, it is expressly agreed that neither all nor any portion of any Lot shall be used, directly or indirectly, for purposes of a cocktail lounge; bar; disco; bowling alley; skating rink; roller rink; amusement arcade; children's play or party facility; adult book store; adult theater; adult amusement facility; any facility selling or displaying pornographic materials or having such displays; auction house; flea market; blood bank; massage parlor (but a day spa shall not be prohibited); the outdoor housing or raising of animals; the sale, leasing or storage of used automobiles, boats or other vehicles other than the occasional repossession activities of a federally insured financial institution that owns and occupies a Lot in the Subdivision; a car wash; carnival; amusement park or circus; any industrial use; an assembly hall; off track betting establishment; bingo parlor; any use involving the use, storage, disposal or handling on such property of hazardous materials (other than in quantities and types typically found in retail shopping centers, such as those used by dry cleaner establishments and nail salons); any facility for the sale of paraphernalia for the use with illicit drugs; or any use which creates a nuisance.
8. Prohibited Improvements. The following are prohibited and will not be permitted:
  - a. Open and outside storage;
  - b. Fences separating Lots within the Subdivision.
9. Declaration of Covenants, Conditions and Restrictive Covenants. The restrictions, covenants and conditions limitations of the Subdivision described in these Restrictive Covenants are subject to and in addition to any restrictions, covenants, conditions and limitations described in the "Declaration of Covenants, Conditions and Restrictive Covenants of Westfield Professional Park Property Owners' Association, Inc., a Texas non-profit corporation, and of Lots 1 and 2, Block 8 and Lot 1, Block 9, Westfield Development, Phase III; Westfield Development, Phase IV; and Westfield Development, Phase VI, subdivisions in Temple, Bell County, Texas," recorded as document number 2008-00048501, of 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

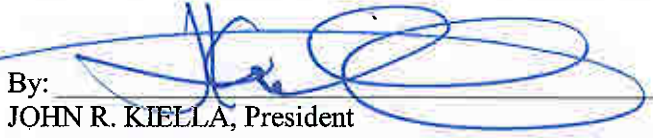
Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.

10. 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.
11. Westfield Professional Park 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 Westfield Professional Park 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 the Association, including but not limited to the payment of any annual and/or special assessment assessed by the Association upon a Lot within the Subdivision.
12. Subject to Zoning. These Restrictive Covenants are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.
13. Enforcement. Enforcement of these Restrictive Covenants may be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, to restrain violation and/or recover damages. Each Lot owner is authorized (but not required) to bring action to enforce compliance with these covenants, for the benefit of all the Subdivision property owners.
14. Restrictive Covenants Term. The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the Lots of the Subdivision and every part thereof, and every re-subdivision thereof, until 20 years from the date of these Restrictive Covenants, 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 and recorded in the Official Public Records of Real Property of Bell County, Texas, changes the Restrictive Covenants in whole or in part.
15. 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.
16. Governing Document. If any of these Restrictive Covenants conflict with a restriction, covenant or condition of any instrument affecting the Subdivision and recorded in the Official Public Records of Real Property of Bell County, Texas, the terms of these Restrictive Covenants will control.

EXECUTED on March 23rd, 2011.

DECLARANT

KIELLA DEVELOPMENT, INC., a Texas corporation


By:   
JOHN R. KIELLA, President

and as owner of Lots 1, 2 and 4, Block 1 and of  
Common Area "A" of the Subdivision in order to consent  
to the placement of the Restrictive Covenants upon the Lots  
of the Subdivision and to approve the filing of these  
Restrictive Covenants

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
COUNTY OF BELL       §

This instrument was acknowledged before me on March 23rd, 2011, by  
JOHN R. KIELLA, in his capacity as President of KIELLA DEVELOPMENT, INC., a Texas  
corporation, on behalf of said corporation.

  
NOTARY PUBLIC




RESTRICTIVE COVENANTS TO  
WESTFIELD DEVELOPMENT, PHASE VII

EXECUTED BY THE UNDERSIGNED, OWNER OF LOT 3, BLOCK 1 OF THE SUBDIVISION, IN ORDER TO CONSENT TO THE PLACEMENT OF THE RESTRICTIVE COVENANTS UPON THE LOTS OF THE SUBDIVISION AND TO APPROVE THE FILING OF THESE RESTRICTIVE COVENANTS.

TEM-TEX INVESTMENTS, LTD., a Texas limited Partnership

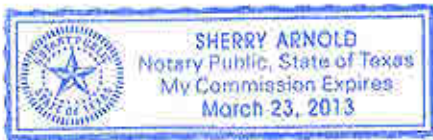
By: PATLA, L.C., a Texas limited liability company, General partner

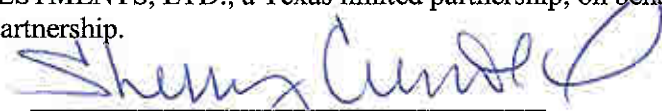
By:   
JOHN R. KIELLA, President

(ACKNOWLEDGMENT)

STATE OF TEXAS §  
COUNTY OF BELL §

This instrument was acknowledged before me on March 23rd, 2011, by JOHN R. KIELLA, in his capacity as President of PATLA, L.C., a Texas limited liability company, in its capacity as general partner of TEM-TEX INVESTMENTS, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



  
NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:  
crm  
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.  
ATTN: THOMAS C. BAIRD  
15 North Main Street  
Temple, Texas 76501  
www.bcswwlaw.com

RESTRICTIVE COVENANTS TO  
WESTFIELD DEVELOPMENT, PHASE VII

Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513



70 2011 00010105

Instrument Number: 2011-00010105

As

Recorded On: March 25, 2011

Recordings

Parties: KIELLA DEVELOPMENT INC

Billable Pages: 5

To WESTFIELD DEVELOPMENT PHASE VII

Number of Pages: 6

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	27.00
Total Recording:	27.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2011-00010105  
Receipt Number: 101686  
Recorded Date/Time: March 25, 2011 10:52:40A

KIELLA DEVELOPMENT INC  
PO BOX 1344  
TEMPLE TX 76503

User / Station: G Gomez - Cash Station 1

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas



Shelley Coston  
Bell County Clerk