



10-302

**TEMPORARY ACCESS EASEMENT**  
(future Sunset Trail, The Oaks at Westwood, Phase II)

BEING a tract of land in Bell County, Texas lying and situated in the BALDWIN ROBERTSON SURVEY, ABSTRACT No. 17 and the land herein described being a portion of the remainder tract of that certain 42.58 acre tract conveyed to Ronnie Wayne Brown, Sr. and wife, Denise K. Brown, by Warranty Deed with Vendor's Lien recorded in Volume 3180, Page 624, Deed Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap found in concrete in the east line of that certain 7.202 acre tract conveyed to Kiella Family, Ltd., a Texas Limited Partnership by Warranty Deed recorded in Volume 4368, Page 650 Deed Records of Bell County, Texas, bearing S. 39° 33' 20" E., (bearing base), 1298.57 feet from City of Temple Monument No. 504 and also bearing S. 22° 45' 33" E., 920.93 feet from a 1" iron pipe found at the northwest corner of THE OAKS AT WESTWOOD, PHASE I, a subdivision in the City of Temple, recorded in Cabinet C, Slide 200-C, Plat Records of Bell County, Texas, and the northwest corner of said 42.58 acre Brown tract at the beginning of a curve to the right, for corner,

THENCE along said curve to the right, arc length equals 261.80 feet, radius equals 50.00 feet and long chord bearing equals S. 22° 50' 27" W., 50.00 feet, over and across said Brown tract to a 1/2" iron rod with cap found in concrete, for corner,

THENCE N. 22° 50' 27" E., 50.00 feet continuing over and across said Brown tract to the Point of BEGINNING and containing 0.175 acres (7,627.52 square feet) of land.

I, Victor D. Turley, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

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*Victor D. Turley*

Victor D. Turley, R.P.L.S.  
February 5, 2002

Tract surveyed November 20, 2000.

Reference surveyors sketch 10759-D



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THIS PROJECT IS REFERENCED TO THE CITY OF TEMPLE COORDINATE SYSTEM, AN EXTENSION OF THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS NOTED AND ALL BEARINGS ARE GRID BEARINGS.

ALL COORDINATE VALUES ARE REFERENCED TO CITY MONUMENT NUMBER 504.  
THE THETA ANGLE AT SAID CITY MONUMENT IS 01° 29' 25"  
THE COMBINED CORRECTION FACTOR (CCF) IS 0.999858  
PUBLISHED CITY COORDINATES ARE X = 3,202,019.50, Y = 10,378,796.21  
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING IS:  
S. 39° 33' 20" E., 1298.57 FEET.



Exhibit "A"

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ENGINEERING • PLANNING • SURVEYING • DESIGN/BUILDING  
301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400

- 3) **Residential use only.** No Lot or any part thereof may be used for any purpose except for residential purposes. Construction of buildings and improvements is restricted to new construction, constructed on a Lot from the ground up.
- 4) **Park Land.** Declarant may, in the future, designate land within the Properties, as a common area and park (sometimes referred to as "Park Land") for the use and benefit of all Properties subject to the Declaration. Any Park Land will be subject to all terms and conditions of the Declaration and any and all supplemental declaration thereof. Every record Owner of a Lot in the Properties, including the Subdivision, their successors, heirs and tenants, will have full use and benefit of the Park Land, subject to the terms and conditions of the Declaration and any and all supplemental declaration thereto, and subject to the terms and conditions of these Restrictive Covenants.
- 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. No Lot or Lots may be re-subdivided into smaller lots or parcels of land for the purposes of building thereon, for sale or leasing, having an area of less than the minimum building area allowable under Zoning Ordinance of the City of Temple.
- 6) **Identified Dwellings not Permitted.** No trailer or trailer house, mobile home, manufactured or prefabricated home, basement, tent, shack, garage, garage apartment, or servant's quarters will ever be moved onto a Lot and used as a dwelling, whether temporary or permanent. All residential dwellings will be constructed of new materials, on the Lot from the ground up.
- 7) **Portable buildings as dwellings.** No existing building, trailer, dwelling, tent, shack, or any other portable building may be moved onto said addition for permanent use as a dwelling. All residential dwellings will be constructed of new materials, on the Lot from the ground up.
- 8) **Single Family Residential Construction.** No residence may be erected, other than one detached single family residence not to exceed two (2) stories in height or a split-level residence and a private garage, attached or detached for not less than two (2) nor more than three (3) vehicles and no more than one attached or detached structure for storage (which will not exceed one (1) story or fourteen (14) feet in height or be larger than 1,200 square feet and which structure may not be occupied as a residence). Any detached structure will be constructed of the exact same materials as the residence and approved by the ARC.
- 9) **Living Area Minimum.** No residence or dwelling unit may be erected upon any Lot or subdivision thereof, as permitted herein, which contains fewer 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 10 below, except as may be authorized by the ARC.

This regulation 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 ARC written approval.

- 10) **Masonry Minimum.** Dwellings will be constructed of masonry or masonry veneer in the following percentages, excepted as may be authorized by the ARC:

<u>Legal description</u>	<u>Minimum Living Area SF</u>	<u>Minimum Masonry Percentage</u>
All lots and blocks	1,000 SF	25%

In computing the percentage of masonry coverage of a dwelling, windows and doors located in masonry walls may be counted as masonry veneer. The masonry minimum will apply to new construction, rebuilding or additions. As a minimum, the front and both sides of the dwelling will have masonry veneer on the ground floor. Each residence will be required to have a mailbox structure constructed of masonry material identical to the masonry used on the house and must meet United State Postal Service requirements and be no taller than five (5') tall and not to exceed a two (2') foot square.

- 11) **Roofing Materials and Design.** To insure a general uniformity of appearance of those roofs of homes in this Subdivision, the roofing material will be 3-tab fiberglass/asphalt shingles. Alternate roofing materials must be approved in advance by the ARC.

- 12) **Driveway and Parking Pads.** Construction materials for driveways, parking pads, and sidewalks will be of concrete, exposed aggregate concrete, asphalt, or brick.

- 13) **Building Set-back Minimum.** No building 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.

- a) No building may be located nearer than fifteen feet (15') to the front lot line unless shown otherwise on the plat.
- b) No building may be located on any Lot nearer than five feet (5') to any side lot line.
- c) No dwelling may be located on any interior Lot nearer than fifteen feet (15') to the rear lot line.

- 14) **Future Remodeling or Additions.** All covenants and conditions of the Restrictive Covenants and the Declaration will apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.

- 15) **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 residence or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners. There will be no hunting or discharge of firearms of any kind allowed in the Subdivision.

16) **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.

17) **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.

18) **Restricted Vehicle.** 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 the 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.

19) **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 the 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.

20) **Animals Restricted.** No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that 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 fenced yard and on leash when walking.

21) **Fences and Walls.** To insure a general uniformity of appearance of those fence sections that can be viewed from a street or another Lot, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings, i.e., separating front and rear yards) or from another Lot (e.g., separating back yards, along rear lot lines) will be six foot (6') vertical privacy fences composed of wood and/or masonry material. Alternate fencing materials must be approved in advance by the ARC. In no case will a yard fence be forward of the front minimum building setback line as shown on the plat; or, for corner lots, forward of the side minimum building setback line nearest a street as shown on the plat.

22) **Garbage/Rubbish.** Garbage, trash or rubbish and other waste materials must be kept only in containers as specified by city ordinance. Containers must be kept clean and sanitary, and must be concealed and stored from the view of a public street or another Lot, away from front yards, except on "collection day", after which they must be promptly returned to the storage location.

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- 23) **Outdoor Privies.** No outdoor privies may be placed or permitted to be placed in the Subdivision, except temporary construction facilities.
- 24) **Obstructions to Public Right of Ways.** No obstructions of any nature, such as shrubbery, trees, fences and buildings may, at any time, be placed or allowed to remain, on or about the dedicated streets and alleys of the Subdivision.
- 25) **Signs.** No sign or poster of any kind greater than two (2') square feet will be allowed on any Lot of the 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.
- 26) **Storage or Outbuildings.** The construction of any storage or other outbuildings on any Lot within the Subdivision must first be approved by the ARC.
- 27) **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, 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. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.
- 28) **Yard Maintenance.** Initial lawn and landscaping for yards visible from the street for each new home must be installed within fourteen (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.
- 29) **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 five foot (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.

- 30) **Obstructive Landscaping at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet 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 twenty-five (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 ten feet (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.

- 31) **Water Supply Systems.** No individual water supply systems will be permitted on any Lot.
- 32) **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.
- 33) **Antenna & Antenna Towers.** No radio, television or other type antenna, transmitting or receiving structure will be permitted in front or side yards. Such structures will be limited to fifteen (15) feet maximum height, when constructed in the rear yard, or when roof mounted, must not exceed the highest point of the dwelling roof. Use of such structures will be limited to activities that do not interfere with normal receiving of radio or television transmissions by occupants of neighboring Lots.
- 34) **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 twenty (20) years from the date of this conveyance, and after which time the Restrictive Covenants will be automatically extended for successive periods of ten (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.
- 35) **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.
- 36) **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.
- 37) **Zoning Ordinances.** The Restrictive Covenants are, in all respects, subject to any applicable zoning regulations lawfully in force hereafter adopted.
- 38) **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 seventy-five (75%) affirmative vote of the Lot Owners within the Subdivision, with one (1) vote being allotted to each plot, or one (1) vote per acre, whichever produces the larger number of votes.
- 39) **Landscaping.** To insure a general uniformity of appearance of those front yards of homes in the Subdivision, a minimum of one (1) 2-inch or greater caliper trees will be installed within

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sixty (60) days of Closing in the front 1/3 of each Lot. 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.

40) **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 side yards of corner Lots.

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

No outside drying of clothing of any kind will be allowed in the Subdivision unless such drying area is obstructed from the view of a street or road and does not cause an unsightly condition.

42) **Westwood Temple Homeowners' Association, Inc.** Every record Owner of a Lot, whether one or more persons or entities, located in the Oaks Subdivision will be a member of the Westwood Temple Homeowners' 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 Oaks Subdivision.

EXECUTED this 7<sup>th</sup> day of March, 2002.

KIELLA FAMILY, LTD., a Texas limited partnership

By: KIELLA MANAGEMENT, L. C., a Texas limited liability company, general partner

By:   
JOHN R. KIELLA, PRESIDENT

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THE STATE OF TEXAS §  
COUNTY OF BELL §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN R. KIELLA, President of KIELLA MANAGEMENT, L.C., a Texas limited liability company, in its capacity as general partner of KIELLA FAMILY, 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 limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of March, 2002.

*Sherry Arnold*  
Notary Public



*Cabinet C Slide 281-B*

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