

**DEDICATION INSTRUMENT  
FOR  
THE OAKS AT WESTWOOD, PHASE IV  
A SUBDIVISION IN THE CITY OF TEMPLE,  
BELL COUNTY, TEXAS**

**STATE OF TEXAS           §**

**COUNTY OF BELL           §**

**WHEREAS, Kiella Family, LTD., a Texas Limited Partnership, hereinafter referred to as Grantor, is the owner of the tract of land out of and a part of the Baldwin Robertson Survey, Abstract No. 17, County of Bell, and more particularly described by metes and bounds in a survey by Turley Associates, Inc., contained in Exhibit "A", attached hereto and incorporated herein for a complete legal description.**

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That Grantor does hereby adopt this plat as properly described in Exhibit "A" attached to this instrument subject to the covenants and conditions more properly described in the instrument attached as Exhibit "B" which designates the above described property as The Oaks at Westwood, Phase IV a subdivision of the Baldwin Robertson Survey, Abstract No. 17, Bell County, Texas. Grantor does hereby dedicate, give, grant, and convey to the City of Temple, Texas for the public use forever, the roads, streets, and utility and drainage easements as shown on the plat and attached exhibits, upon, across and through said property for all the purposes herein enumerated.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, included but not limited to, the free right of ingress or egress over and across said lands to and from said easements to construct, reconstruct and maintain same.

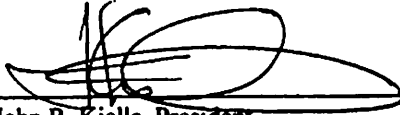
**TO HAVE AND TO HOLD** the said right-of-way and easements, together with all and singular the rights and privileges thereto in any manner belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said City of Temple, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

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EXECUTED this the 15<sup>th</sup> day of Sept., 2003.

**KIELLA FAMILY, LTD.,  
A TEXAS LIMITED PARTNERSHIP**

**BY: KIELLA MANAGEMENT, L. C.,  
A TEXAS LIMITED LIABILITY  
COMPANY, GENERAL PARTNER**



John R. Kiella, President

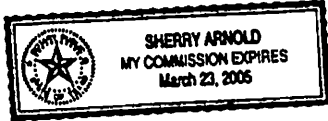
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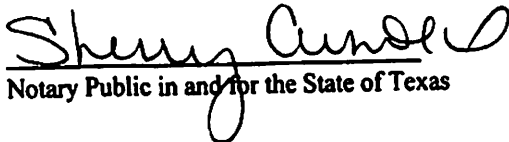
STATE OF TEXAS §

COUNTY OF BELL §

**BEFORE ME**, the undersigned authority, on this day personally appeared John R. Kiella, President of Kiella Management, L. C., General Partner of Kiella Family, LTD., a Texas Limited Partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 15<sup>th</sup> day of Sept., 2003.



  
Notary Public in and for the State of Texas

Approved as to form:

  
City Attorneys Office

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 all of that certain 7.240 acre tract conveyed to Kiella Family, Ltd., a Texas Limited Partnership by Warranty Deed recorded in Volume 5074, Page 682 Deed Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap marked "RPLS 2475" found in concrete at the northwest corner of said 7.240 acre Kiella Family, Ltd. tract and being the northeast corner of THE OAKS AT WESTWOOD, PHASE III, a subdivision in the City of Temple, recorded in Cabinet C, Slide 322-C, Plat Records of Bell County, Texas, bearing S. 50° 40' 38" E., (bearing base) 1457.88 feet from City of Temple Monument No. 504, for corner;

THENCE S. 75° 02' 47" E., 308.50 feet along the north line of said Kiella Family, Ltd. tract to a ½" iron rod with cap marked "RPLS 2475" found in concrete at the northeast corner of said Kiella Family, Ltd. tract and being in the west line of that certain tract conveyed to the City of Temple by Warranty Deed recorded in Volume 4225, Page 661, Deed Records of Bell County, Texas, for corner;

THENCE S. 17° 41' 38" W., 1057.01 feet along the east line of said Kiella Family, Ltd. tract and along the west line of said City of Temple tract to a ½" iron rod with cap marked "RPLS 2475" found in concrete at the southeast corner of said Kiella Family, Ltd. tract, for corner;

THENCE departing the west line of said City of Temple tract N. 72° 41' 53" W., 307.14 feet along the south line of said Kiella Family, Ltd. tract to a ½" iron rod with cap marked "RPLS 2475" found in concrete at the southwest corner of said Kiella Family, Ltd. tract and being the southeast corner of said THE OAKS AT WESTWOOD, PHASE III, for corner;

THENCE along the west line of said Kiella Family, Ltd. tract and along the east line of said THE OAKS AT WESTWOOD, PHASE III the following five (5) calls:

- 1) N. 17° 53' 18" E., 107.18 feet to a ½" iron rod with cap marked "RPLS 2475" found in concrete in the south right-of-way line of SKYVIEW, a street dedicated to the City of Temple, Bell County, Texas recorded by said THE OAKS AT WESTWOOD, PHASE III, for corner;
- 2) S. 72° 45' 00" E., 10.17 feet along the south right-of-way line of said SKYVIEW to a ½" iron rod with cap marked "RPLS 2475" found in concrete, for corner;
- 3) N. 17° 15' 00" E., 703.32 feet to a ½" iron rod with cap marked "RPLS 2475" found in concrete, for corner;
- 4) N. 10° 30' 00" E., 52.99 feet to a ½" iron rod with cap marked "RPLS 2475" found in concrete in the south right-of-way line of SUNSET TRAIL, a street

Exhibit "A"

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TURLEY ASSOCIATES, INC.

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

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dedicated to the City of Temple, Bell County, Texas recorded by said THE OAKS AT WESTWOOD, PHASE III at the beginning of a curve to the right, for corner,

- 5) along the south right-of-way line of said SUNSET TRAIL, along said curve to the right arc length equals 22.35 feet, radius equals 561.21 feet and long chord bearing equals S. 83° 23' 18" E., 22.35 feet to a 1/2" iron rod with cap marked "RPLS 2475" found in concrete, for corner,

THENCE N. 10° 48' 01" E., 178.22 feet continuing along the west line of said Kiella Family, Ltd. tract and the east line of said THE OAKS AT WESTWOOD, PHASE III to the Point of BEGINNING and containing 7.240 acres 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. #2475  
January 6, 2003



Tract surveyed May 1, 2002  
7.240 acres of land described by plat drawing no. 11054-D

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 604  
THE THETA ANGLE AT SAID CITY MONUMENT IS 01° 29' 25"  
THE COMBINED CORRECTION FACTOR (CCF) IS 0.999856  
PUBLISHED CITY COORDINATES ARE X=3,202,019.50 Y=10,378,798.21  
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING IS S. 50° 40' 38" E., 1457.88 FEET.



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recordable form. The ARC, in the ARC's sole discretion, has the authority to grant a variance of any setback line, to alter any setback line, or to waive any encroachment across or into any setback line that is referenced in the Restrictive Covenants or as shown on the filed plat of the Subdivision. In addition, the ARC, in the ARC's sole discretion, has the authority to waive any encroachment across or into the Common Area or an easement, to the extent that the ARC has the authority to waive such encroachment into an easement. Such variance or waiver will be by written instrument in recordable form.

- 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 2 stories in height or a split-level residence and a private garage, attached or detached for not less than 2 nor more than 3 vehicles and no more than one attached or detached structure for storage. Structures for storage will not exceed 1 story or 5' 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 5' tall and not to exceed a 2' 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 15' to the front lot line unless shown otherwise on the plat;
  - b) No building may be located on any Lot nearer than 5' to any side lot line;
  - c) No building may be located on any corner Lot nearer than 5' to any side lot line that abuts or joins a public street;
  - d) No building may be located on any interior Lot nearer than 15' to the rear lot line,
- except as may be authorized by the ARC.

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- 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 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 2 dogs and 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 6' vertical privacy fences composed of new materials, being cedar picket 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. All fences that are erected on areas that are readily apparent and visible from a public street, whether along the front, side or rear property lines of a Lot, and which may be visible from such public street will be constructed with the "finished" or "smooth" side facing the public street, and the posts will be located in the interior of the fenced-in yard.

- 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.
- 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 2 square feet will be allowed on any Lot of the Subdivision. One (1) sign of no more than 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 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

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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.

- 30) **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.
- 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 15' 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 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.
- 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

RESTRICTIVE COVENANTS THE OAKS AT WESTWOOD,  
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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 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.
- 39) **Landscaping.** To insure a general uniformity of appearance of those front yards of homes in the Subdivision, a minimum of 1 2-inch or greater caliper trees will be installed in the front 1/3 of each Lot within 60 days after completion of home construction. 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) **Oaks at 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 Oaks at 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 17th day of September, 2003.

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**KIELLA FAMILY, LTD., a Texas limited partnership**

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

By:   
**JOHN R. KIELLA, PRESIDENT**

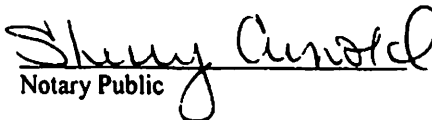
**THE STATE OF TEXAS**

**COUNTY OF BELL**

50-10-01-01

**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.**

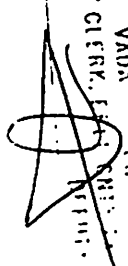
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17<sup>th</sup> day of Sept., 2003.

  
Notary Public



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*Car C Slide 350-D*

BY   
VADA  
CNTY CLERK, BELL COUNTY, TEXAS  
03 SEP 19 AM 11 29

FILED FOR RECORD

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