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MONTEITH ABSTRACT COMPANY
BY *Frank J. Turner*
MANAGER

Deed

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FOR
Woodbridge Creek Phase III

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

WOODBIDGE CREEK PHASE III

This Declaration of Covenants, Conditions and Restrictions for **WOODBIDGE CREEK PHASE III** is made by **LELY INDEPENDENCE MFG., INC.**, a corporation ("Declarant"), for the purposes herein set forth as follows:

Preamble and Declaration:

WHEREAS, Declarant is owner of the real property commonly known as **WOODBIDGE CREEK PHASE III**, a subdivision in the City of Temple, Bell County, Texas, according to plat thereof recorded in Cabinet B, Slide 5-A of the Plat Records of Bell County, Texas and more particularly described in fieldnotes in Exhibit "A" attached hereto, (hereinafter called "Subdivision"); and

WHEREAS, Declarant has created a residential community with designated Lots for the benefit of the present and future owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots; and

WHEREAS, Declarant desires to ensure the preservation of the values and for the maintenance of the Common Area, and to this end desires to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the Owners thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of Lots in the Subdivision to subject and bind the Subdivision to the jurisdiction and assessment of the Association with the power and duty to maintain and administer the Common Area of the Subdivision and the power to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges hereinafter created; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for **WOODBIDGE CREEK, PHASE IV** a subdivision in the City of Temple, Bell County, Texas, according to plat thereof recorded in Cabinet C Slide 195-D of the Plat Records of Bell County, Texas ("Phase IV Subdivision", and "Phase IV Declaration", respectfully) has been or is being recorded whereby an Association was created; and

WHEREAS, the Phase IV Declaration provided that additional phases or additions could be added, and it is desired that the Subdivision be added;

NOW, THEREFORE, Declarant declares that the Subdivision, and such phases or additions thereto as may hereinafter be made in accordance with the Phase IV Declaration or this Declaration, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants,

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restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of the Association:

Purpose:

The Subdivision is encumbered by this Declaration of Covenants, Conditions and Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots. This is deemed to be a Supplemental Declaration to the Phase IV Declaration, which document is duly recorded in Volume 4167 Page 743 of the Real Property Records of Bell County, Texas, and which Phase IV Declaration is hereby referenced and incorporated for all purposes. To the extent of any conflict in the terms, conditions, covenants or restrictions of the Phase IV Declaration and this Declaration, as to the Subdivision, the terms, conditions, covenants and restrictions of this Declaration control.

Definitions:

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "ARC" and "Architectural Review Committee" means the Architectural Review Committee of **WOODBIDGE CREEK HOMEOWNERS' ASSOCIATION, INC.**
2. "Association" means **WOODBIDGE CREEK HOMEOWNERS' ASSOCIATION, INC.**, a Texas non-profit corporation, its successors and assigns as provided for in the Phase IV Declaration.
3. "Board of Directors" and "Board" means the Board of Directors of **WOODBIDGE CREEK HOMEOWNERS' ASSOCIATION, INC.**, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association. The Board of Directors shall be the elected body having its normal meaning under the Texas non-profit corporate law.
4. "Builder Member" means such builders approved by Declarant for construction within the Subdivision and who own (or have owned) one or more Lots for construction of a residence and resale to others.
5. "Common Area" means that area as defined in the Phase IV Declaration.
6. "Declarant" means **LELY INDEPENDENCE MFG., INC.**, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from **LELY INDEPENDENCE MFG., INC.** in the ordinary course of business shall be considered a "Declarant."
7. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for **WOODBIDGE CREEK PHASE III**, and any amendments and supplements hereto made in accordance with the terms hereof.
8. "Design Guidelines" means the standards, specifications and guidelines applicable to construction, placement, location, alteration, landscaping, maintenance and design of any improvements within the Properties and all amendments and supplements thereof.
9. "Living Unit" means a single family residence and its garage situated on a Lot.
10. "Lot" means any of the plots of land as shown on the Subdivision Plat.

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- 11. "Member" means all those Owners who are members of the Association as provided herein.
- 12. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers.
- 13. "Properties" means the properties collectively known as WOODBRIDGE CREEK PHASE III and Phase IV Subdivision, and additions thereto, as are subject to this Declaration, the Phase IV Declaration or any Amended or Supplemental Declaration.
- 14. "Resident" means each Owner who resides within the Properties, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Properties, and any individual who is otherwise lawfully domiciled in a Living Unit.
- 15. "Restrictions" means the items listed under the heading Restrictive Covenants For Use of Lots as defined in this Declaration.
- 16. "Single Family" means a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a Living Unit.
- 17. "Subdivision Plat" means the map or plat of WOODBRIDGE CREEK PHASE III, filed for record in Cabinet B, Slide S-A of the Plat Records of Bell County, Texas and any amendment thereof upon filing of same for record in the Plat Records of Bell County, Texas.

Property Rights:

The provisions in the Phase IV Declaration under the heading "Property Rights" apply to this Declaration and are hereby referenced and incorporated for all purposes.

Architectural Review:

The provisions in the Phase IV Declaration under the heading "Architectural Review" apply to this Declaration and are hereby referenced and incorporated for all purposes.

Restrictive Covenants For Use of Lots:

Due to the different nature of the improvements to be located in the Subdivision as opposed to the improvements located in Phase IV Subdivision, the following Restrictive Covenants for Use of Lots will apply to the Subdivision rather than the Restrictive Covenants for Use of Lots for Phase IV Subdivision:

- 1. **Single Family Residential Purpose.** All Lots in the Subdivision shall be used for single family residential purposes only.

During the construction and sales period of the initial Living Units, Declarant or Builder Member may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to storage facilities, signs and construction trailer.

No Living Unit or other structure shall remain incomplete for more than twelve (12) months after construction has commenced.

The lease of a Living Unit shall not discharge the Owner from compliance with any of the obligations and duties as an Owner. Owners shall provide lessees with a copy of this Declaration, By-laws and the rules and regulations of the Association. All the provisions of this Declaration, Articles of Incorporation, By-laws, Design Guidelines and rules and regulations of the Association shall be applicable

and enforceable against any Resident (as defined herein) to the same extent as against any Owner. Any lease or rental agreement shall be deemed to be subject to the documents of the Association by reference without the necessity of specific reference to them, and they shall bind the tenant to their terms and conditions.

2. **Garages.** Every Living Unit shall have and maintain a garage attached to the residence large enough to accommodate under roof a minimum of two (2), but not more than three (3) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ARC. All garages must have garage doors constructed or faced with wood siding, wood shingles, metal or any similar material in order to be harmonious in quality and color with the exterior of the Living Unit, and shall be installed with electric opening and closing devices, which devices shall at all times be kept in serviceable condition. Each Owner, member or resident shall refrain from performing repairs or maintenance to any vehicle outside of the garage or visible from the street. Vehicles shall not be parked on any non-paved portion of any Lot.

3. **Accessory Buildings.** Every accessory building and/or structure, inclusive of such structures as a storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All such accessory buildings shall be subject to approval of the ARC. In no instance shall an accessory building exceed one (1) story in height nor shall the total floor area of an accessory building exceed ten percent (10%), individually or in the aggregate, of the floor area of the Living Unit.

4. **Building Materials.** The exterior walls of all Living Units shall be constructed with 80% exterior masonry. The minimum masonry percentage shall apply to the aggregate area of all exterior walls including chimneys but excluding doors, windows and similar openings. Masonry includes brick, brick veneer, stone, stone veneer and rock, and stucco, if approved by the ARC. Masonry does not include cementitious boards or siding.

Roofing shall be either slate, tile, factory fire treated wood, metal, or dimensional composition shingles, or other materials as approved by the ARC.

All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

When a Living Unit is constructed, a brick, stone or other masonry mailbox shall be consistent with the architecture of the Living Unit in accordance with the plans approved by the ARC. Mailboxes shall be constructed of a material and design approved by the ARC.

5. **Height Restriction.** No building or structure erected, altered or placed on, within or in the Properties shall exceed 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 shall be complied with at all times.

6. **Minimum Floor Space.** The main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet being exclusive of open or screened porches,

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terraces, patios, driveways, carports, garages and living quarters for domestic servant separated or detached from the primary living area of 2,000 square feet, except that for the following lots, the main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servant separated or detached from the primary living area of 1,800 square feet:

Block 6: Lot 1, Lot 13, Lot 14, Lot 30

Block 7: Lot 1, Lot 8, Lot 9, Lot 15

Block 8: Lot 1, Lot 5, Lot 6, Lot 16, Lot 17, Lot 18, Lot 20, Lot 23, Lot 24, Lot 25, Lot 27

7. **Fences.** No fence or wall shall be built or maintained forward of the front setback line, nor any hedge planted or maintained forward of the front setback line of the main structure, exclusive of decorative walls or fences which are part of the architectural design of the main structure, unless otherwise approved in writing by the ARC. All fences or walls located on the respective lots are to be maintained at Owner's expense. All fences shall be of the following composition: masonry, brick, wood or other material approved by the ARC. Chain-link fences are prohibited.

No fence, wall or hedge in the front of a Lot shall exceed six feet (6'). Side or rear yard fences shall not exceed six feet (6') in height.

The ARC is empowered to grant variances to the aforesaid height limitation.

No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall 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 lines.

8. **Driveways.** Driveways on each residential Lot must be constructed of concrete, asphalt, pavers, or similar substance which must be approved by the ARC. All other materials and finishes are prohibited. Each driveway must accommodate two (2) vehicles in front of the garage for off-street parking requirements.

The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. All sidewalks shall conform to the City of Temple ordinances.

9. **Temporary structures.** No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other accessory buildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer except Builder Member sales and construction trailers, camper, recreational vehicles, or similar vehicles shall at any time be parked in view of any other Lot or Living Unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular, manufactured, prefabricated or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the ARC.

10. **Signs.** No signs, banners, or pennants of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than four (4) square feet advertising the property for rent or sale, or signs used by Declarant or Builder Member to advertise the property during the construction and sales period. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. Distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. The ARC shall have control over all verbiage on all signs. Except for signs advertising a Lot or Living Unit for sale and adhering to the standards of this Article, all signs within the Properties shall be subject to the prior written approval of the ARC. Declarant or its agents shall have the right to remove any signs, billboard or other advertising structure that does not comply with the above, and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

11. **Environmental Maintenance.** All improved yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and replacements of equal quality or value (with the exception of trees) promptly installed. Lawns must be properly maintained (not to exceed six inches [6"] in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Until a Living Unit is built on a Lot, Declarant or the Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant or the Association may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner or Builder Member of any Lot shall be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

Front and street side yards shall be fully hydro mulched or planted with grass exclusive of landscape areas commensurate with the time of the occupancy of a Living Unit upon completion of construction. Decorative ground cover rock in the front and side yards may not exceed ten percent (10%) of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in their natural state depending upon their appearance, and subject to the express approval of the ARC.

Each Lot on which a Living Unit is constructed shall have an underground water sprinkler system in the front, side and back yards, for the purpose of providing sufficient water to preserve and maintain the landscaping, including sodding, in a healthy and attractive condition.

The Association may require any Owner to remove or eliminate any object situated on a Living Unit or Lot that is visible from any Common Area or from any other Lot, if, in the Board's sole judgment, such object detracts from the visual attractiveness of the Subdivision. The Association, and its agents, during normal business hours, shall have the right to (after 10 days written notice to the Owner of any Lot involved,

setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against the Lot with the same force and effect as the Lien for assessments of the Association.

12. **Vehicles.** No trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a one (1) ton pick-up (except those used by a Builder Member during the construction of improvements), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any Lot. No dismantling or assembling of a motor vehicle, boat, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles in excess of 3/4 tonnage may be parked overnight on any street within the Subdivision. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

13. **Offensive Activities.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, Properties or the Subdivision.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or Residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots (reasonable security, landscape, or tennis court lighting is permitted with the approval of the ARC).

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 thereon) will be placed or used upon any Lot, unless approved by the ARC, who has the authority to have such items removed if deemed by the ARC to be excessive noise.

14. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right of way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

15. **Pets.** No animals, livestock, poultry, or dangerous pets of any type that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number provided that they are not kept, or maintained for any commercial purposes and provided further that no more than a total of three (3) animals may be kept on a single Lot. Any pet which endangers the health of any owner or occupant of a Lot or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined by the Board, must be permanently removed from the Subdivision upon seven (7) days' written notice by the Board of Directors. No pets shall be permitted in the Common Area.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

16. **Microwave, Radio, TV Antenna and Solar Collectors.** No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae less than one meter in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use. Solar apparatus, if erected, must be maintained in such a way that it is screened from view.

All matters set forth in this provision require the express approval, in advance, of the ARC, which shall be exercised in conformity with the rules of the Federal Communications Commission.

Easements and Access:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association, Declarant nor any utility company using the easements herein or referred to will be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

The Subdivision Plat provides and it is hereby provided that all streets, alleys, watercourses, drains, easements and public places shown on the Subdivision Plat are dedicated to the use of the public.

There is hereby created a right of ingress and egress across, over, and under the Properties in favor of Declarant and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Area in performance of their duties.

Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement which will significantly interfere with the intended use of the easement.

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

1. alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
2. alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ARC and the City of Temple's City Engineer;
3. construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;
4. permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
5. place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan set forth in the Design Guidelines, if any, and that the drainage of such Lot is maintained in accordance with the grading plan.

The failure of any Owner to comply with the provisions relating to Easements and Access will in no event be deemed or construed to impose liability of any nature on the Association, ARC or Declarant, and neither the Association nor the ARC nor the Declarant are or will be charged with any affirmative duty to police, control or enforce such provisions.

Lot Consolidation:

Any Owner owning two (2) or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ARC or Declarant, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) residence and such other improvements as are permitted herein,

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provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to each individual Lot which is consolidated and each such building site will meet all lawful requirements of any applicable statute, ordinance or regulation.

Enforcement:

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants violate or attempt to violate any Restriction, covenant or other provision set forth in this Declaration, it will be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such Restriction, covenant or other provision. The failure of any Owner or tenant to comply with any Restriction, covenant or other provision will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any Restriction, covenant or other provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party will be entitled to recover court costs and reasonable attorney's fees. Neither the ARC, Association, nor Declarant shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

Courtesy Patrol:

The provisions in the Phase IV Declaration under the heading "Courtesy Patrol" apply to this Declaration and are hereby referenced and incorporated for all purposes.

Membership in the Association, Voting Rights and Registration:

The provisions in the Phase IV Declaration under the heading "Membership in the Association, Voting Rights and Registration" apply to this Declaration and are hereby referenced and incorporated for all purposes. As indicated in the prefatory to Definitions, for purposes of those provisions, a reference to Lot will include a Lot as defined in this Declaration for this Subdivision, a reference to Owner will include an owner as defined in this Declaration, etc.

Covenants for Maintenance Assessments:

The provisions in the Phase IV Declaration under the heading "Covenants for Maintenance Assessments:" apply to this Declaration and are hereby referenced and incorporated for all purposes.

Maintenance Fund and General Powers and Duties of the Board of Directors of the Association:

The provisions in the Phase IV Declaration under the heading "Maintenance Fund and General Powers and Duties of the Board of Directors of the Association:" apply to this Declaration and are hereby referenced and incorporated for all purposes.

Title to Common Areas:

The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

There shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Insurance and Condemnation:

The provisions in the Phase IV Declaration under the heading "Insurance and Condemnation:" apply to this Declaration and are hereby referenced and incorporated for all purposes.

Amendment and Annexation:

The provisions in the Phase IV Declaration under the heading "Amendment and Annexation:" apply to this Declaration and are hereby referenced and incorporated for all purposes.

Governmental Requirements:

The provisions in the Phase IV Declaration under the heading "Governmental Requirements" apply to this Declaration and are hereby referenced and incorporated for all purposes.

General Provisions:

The provisions in the Phase IV Declaration under the heading "General Provisions" apply to this Declaration and are hereby referenced and incorporated for all purposes.

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The undersigned Declarant hereby approves the foregoing Declaration of Covenants, Conditions and Restrictions for Woodbridge Creek Phase III

Declarant:

Lely Independence Mfg., Inc.

By: Joseph D. Hoff

Name: Joseph D. Hoff

Title: President

This instrument was acknowledged before me on the 27 day of Dec., 1999
by Joseph D. Hoff President (title) of Lely Independence Mfg., Inc.

Teri L. Wilson
Notary Public



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Exhibit A
Fieldnotes for Subdivision

VOL 4167 PAGE 790

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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FIELD NOTES for a tract of land in Bell County, Texas, out of and a part of the R.M. Williamson Survey, Abstract # 905, and the land herein described being a part of that certain 74.5 acre tract described in a deed from Preston A. Childers to William C. Childers, of record in Volume 1091, Page 360, Deed Records of Bell County, Texas, and also including a part of Second Tract (23 acres) and Third Tract (133.08 acres) described in a deed from Preston A. Childers to William C. Childers, of record in Volume 1092, Page 134, Deed Records of Bell County, Texas.

BEGINNING at a point in the intersection of the center of Peppers Creek with the north margin of Whispering Oaks, same being the northwest corner of Woodbridge Creek Phase I, according to a plat of Record in Cabinet A, Slide 360-A, Plat Records of Bell County, Texas, for the southeast corner of this;

THENCE with the west line of the said Woodbridge Creek Phase I with the center of the said Peppers Creek with its meanders, the principle chords of which are as follows to-wit:

S. 38° 24' 58" W. - 151.35 feet, S. 54° 49' 45" W. - 139.41 feet,
S. 59° 26' 41" W. - 137.86 feet, S. 32° 17' 30" W. - 36.00 feet,
S. 07° 09' 34" W. - 137.20 feet, S. 81° 21' 18" W. - 43.16 feet,
S. 56° 16' 01" W. - 173.69 feet, N. 77° 34' 10" W. - 70.12 feet, and
S. 51° 07' 14" W. - 109.37 feet to a point therein at a corner of the said Woodbridge Creek Phase I and a corner in the east line of Lone Star Subdivision according to a Plat of Record in Cabinet A, Slide 395-B, Plat Records of Bell County, Texas, for the most southerly southwest corner of this;

THENCE N. 04° 32' 35" E. - 184.00 feet with the east line of the said Lone Star Subdivision to an iron pipe at the northeast corner thereof for an all corner of this;

THENCE N. 71° 15' 32" W. - 589.00 feet with the north line of the said Lone Star Subdivision to an iron pipe at the northwest corner thereof, same being in the east margin of Woodbridge Boulevard for the most westerly southwest corner of this;

THENCE N. 18° 42' 10" E. - 370.01 feet with the said east margin to an iron pipe at the beginning of a curve to the left for a corner of this;

THENCE with the said curve to the left 444.42 feet, radius equals 559.66 and the long chord being N. 04° 00' 33" W. - 432.84 feet to an iron pipe at the end of the said curve for a corner of this;

THENCE continuing with the said east margin N. 26° 45' 32" W. - 260.00 feet to an iron pipe at the beginning of a curve to the right for a corner of this;

THENCE with the said curve to the right 116.03 feet, radius equals 842.69 and the long chord being N. 22° 48' 32" W. - 113.94 feet to an iron pipe therein at the southwest corner of Woodbridge Hill Subdivision Phase I according to a plat of record in Cabinet A, Slide 378-C, Plat Records of Bell County, Texas for the most westerly northwest corner of this;

THENCE with the south line of the said Woodbridge Hill Subdivision Phase I as follows to-wit: N. 73° 11' 16" E. - 293.83 feet to an iron pipe and N. 72° 31' 14" E. - 301.32 feet to an iron pipe in a curve to the right in the west margin of the aforementioned Whispering Oaks for an all corner of this;

THENCE with the said curve to the right 90.39 feet, radius equals 446.69 and the long chord being N. 25° 06' 43" W. - 90.43 feet to an iron pipe at the end of the said curve for a corner of this;

THENCE N. 19° 18' 09" W. - 50.22 feet, continuing with the said west margin to an iron pipe therein for the most northerly northwest corner of this;

Exhibit A

continued

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THENCE with a curve to the left and crossing Whispering Oaks 60.00 feet, radius equals 6150.93 and the long chord being N. 70° 58' 23" E. - 60.00 feet to an iron pipe therein for the northeast corner of this;

THENCE S. 19° 16' 07" E. - 49.93 with the east margin of Whispering Oaks to an iron pipe at the beginning of a curve to the left for a corner of this;

THENCE with the said curve to the left 139.21 feet, radius equals 386.69 and the long chord being S. 39° 36' 37" E. - 138.46 feet to an iron pipe at the continuation of a curve to the left for a corner of this;

THENCE with the said curve to the left 217.33 feet, radius equals 393.89 and the long chord being S. 35° 44' 07" E. - 214.38 feet to an iron pipe at the end of the said curve for a corner of this;

THENCE S. 71° 32' 30" E. - 82.34 feet continuing with the said east margin to an iron pipe at the beginning of a curve to the right for a corner of this;

THENCE with the said curve to the right 432.48 feet, radius equals 430.31 and the long chord being S. 42° 44' 38" E. - 414.30 feet to an iron pipe at the end of the said curve for a corner of this;

THENCE S. 13° 57' 27" E. - 325.73 feet continuing with the said east margin to an iron pipe at the beginning of a curve to the left for a corner of this;

THENCE with the said curve to the left 215.27 feet, radius equals 419.69 and the long chord being S. 28° 39' 04" E. - 212.92 feet to the PLACE OF BEGINNING containing 30.704 acres of land.

STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS, that I, Victor D. Turley, Registered Public Surveyor, do hereby
COUNTY OF BELL | certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS WHEREOF, my hand and seal, this the 19th day of December, A.D., 1985.



Victor D. Turley
Registered Public Surveyor

Exhibit A

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Exhibit B
Fieldnotes for Common Area

VOL. 4167 PAGE 793

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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BEING 0.437 acres of land situated in the R. M. WILLIAMSON SURVEY, ABSTRACT No. 905, Bell County, Texas and being a part or portion of that certain 77.130 acre tract of land (Exhibit "A") described in a Warranty Deed with Vendor's Lien dated June 21, 1983 from William C. Childers and wife, Sharon M. Childers, and JoAnn Childers Barber to Lely Independence Mfg., Inc. and being of record in Volume 1868, Page 487, Deed Records of Bell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set along an easterly right-of-way line of Whispering Oaks, street dedication recorded in Cabinet B, Slide S-A, Plat Records of Bell County, Texas, said 1/2" iron rod bearing S. 26° 31' 06" E., (bearing base) 3694.97 feet from City of Temple Monument No. 78, for corner;

THENCE departing said right-of-way line, over and across the remainder tract of said 77.130 acre Lely Independence Mfg., Inc. tract, the following three (3) calls:

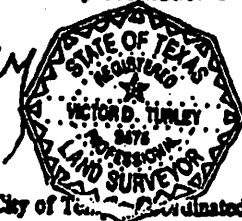
- (1) N. 65° 17' 51" E., 135.13 feet to a 1/2" iron rod set for corner;
- (2) S. 20° 05' 28" E., 142.03 feet to a 1/2" iron rod set for corner;
- (3) S. 69° 54' 32" W., 142.08 feet to a 1/2" iron rod set, along said easterly right-of-way line of said Whispering Oaks, at the beginning of a curve to the right, for corner;

THENCE along said easterly right-of-way line, with said curve to the right, 47.04 feet, radius equals 419.69 feet, long chord bearing N. 18° 53' 43" W., 47.01 feet, to a 1/2" iron rod found for corner;

THENCE continuing along said easterly right-of-way line, N. 15° 43' 10" W., 84.41 feet to the Place of BEGINNING and containing 0.437 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.

Victor D. Turley
Victor D. Turley, R.P.L.S.
December 21, 1999



Tract Surveyed December 1, 1999

NOTE: This project is referenced to the City of Temple Geodetic 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 No. 78.

The theta angle of said City Monument is 01° 31' 09".

The combined Correction Factor (CCF) is 0.999851.

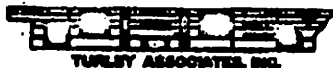
Published City Coordinates are X=3219398.08; Y=10383543.93.

The tie from the above City Monument to the Point of BEGINNING is S. 26° 31' 06" E., 3694.97 feet.

EXHIBIT # B

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Sheet 1 of 1



ENGINEERING • PLANNING • SURVEYING • DESIGN/BUILD
301 NORTH 3RD STREET • TEMPLE, TEXAS 76701 • (254) 778-3400

W 4167 P&E 79A

AFTER RECORDING RETURN TO:

BAIRD, CREWS, SCHILLER & WHITAKER, P. C.
ATTN: MARSHA L. SCHILLER-LUNDE
401 North Third Street, 2nd Floor
P. O. Box 1260
Temple, Texas 76503-1260

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