

Declaration of
PROTECTIVE COVENANTS
To
WYNDHAM HILL, PHASE II

Doc# 00006457

A Subdivision of Temple, Bell County, Texas

STATE OF TEXAS §
COUNTY OF BELL §

KNOW ALL MEN BY THESE PRESENTS:

That Declarant, Omega Community Builders, Inc. with offices and principal place of business in **Temple, Bell** County, Texas, is sole owner of **13.890** acres of land in **Bell** County, Texas, as described in field notes by **KMarty Polk, R.P.L.S. 6031**, attached hereto as **Exhibit A** and incorporated herein by reference for all pertinent purposes, which contains the blocks and lots of **Wyndham Hill, Phase II** ("Subdivision"), as depicted in the Subdivision Plat attached hereto as **Exhibit B**.

That Declarant has the right to file an amendment to these Protective Covenants, without the necessity of joinder by any other owner of lots within Subdivision, or any interest therein, for so long as Declarant owns a lot within Subdivision for development purposes, for any reason. Notwithstanding the foregoing, Declarant has the right to file an amendment to these Protective Covenants, without necessity of joinder by any lot owner or owner's within Subdivision, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or to make such additions or amendments hereto as may be necessary to qualify Subdivision for mortgage's or guaranty's by the FHA, VA, other government authorized entity or their successors.

That Declarant further makes and imposes the following restrictions, covenants and limitations on the use of the land, lots and streets of Subdivision, which will be covenants running with the land;

1. ARCHITECTURAL REVIEW: The Architectural Review Committee ("ARC") will review and consider variances, approve and/or disapprove design, materials, plans and specifications as to conformance with these covenants.

- a. Purpose.** The (ARC) will exercise its judgment in review of all proposed improvements, construction, landscaping and alterations on all property within Subdivision, for conformance and harmony with existing and surrounding structures and protection of the trees and environment.
- b. Review.** No improvements may be erected, placed or altered on any lot, nor any landscaping performed unless complete plans, specifications, and lot plans showing exterior design, height, building material and color scheme, location of structure/s plotted horizontally and vertically, location of walks and driveways, grading and landscaping plan, fencing, and walls, must have first been submitted to and approved in writing by the (ARC). Submittal plans & Specifications, as approved, will be retained by the (ARC).
- c. Procedure.** The (ARC) will approve or disapprove all plans and requests within thirty (30) days after receipt. Should the (ARC) not take action within thirty (30) days, approval will be presumed, and this procedure deemed fully complied with. The Chairman may act for the (ARC) on routine matters.
- d. Records.** The (ARC) will maintain written record of all plans and requests received, and action taken.
- e. Members.** The (ARC) will consist of not more than three (3) members. **Gary N. Freytag** will serve as member and Chairman. The Chairman, his successor or assigns, will appoint (ARC) members as needed, and has authority to remove any member (with or without cause). (ARC) members will not be compensated for services performed pursuant to this covenant.
- f. Modification.** The (ARC) has the authority to reduce the floor area requirements contained herein by 10% and to modify or waive the masonry requirement. The (ARC) may also waive or modify any other covenants herein when deemed not to impair or detract from the high quality of Subdivision. Such additional modifications will be by written instrument, properly filed in the Bell County deed records.
- g. Liability.** (ARC) members will not be liable for damages to any person submitting requests for approval or to any owner (or resident) within Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

2. LOT USE: No lot or any part thereof will be used in any manor except for single-family residential purposes. Construction of new buildings and improvements [only] is required.

3. REPLATING AND SUBDIVIDING: Declarant, it's successors and assigns, has the exclusive right to replat or subdivide any or all of Subdivision, without prior approval from property owners within Subdivision, subsequent to the filing of these covenants. No lot or lots may be subdivided into smaller lots or parcels of land for the purpose of building thereon, sale or leasing, without approval of Declarant.

Declaration of Protective Covenants
 Wyndham Hill, Phase I, Temple, Texas

4. DWELLING TYPE PROHIBITED: No existing building, trailer or trailer house, mobile home, motor home, basement, garage, or portable building may ever be used as a dwelling, temporary or permanent. Homes, under construction, may not be used as temporary dwellings.

5. LIVING AREA: Residences or dwelling units, within Subdivision must contain conditioned “living floor area” square feet of not less than the amount stipulated in the “Minimum Areas” article of these Protective Covenants, except as may be authorized by the (ARC).

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

6. EXTERIOR WALL MASONRY: Dwelling’s must have first floor exterior masonry veneer coverage of not less than the amount stipulated in the “Minimum Areas” article of these Protective Covenants, except as may be authorized by the (ARC). Masonry veneer includes Brick, Stone or Stucco (or any combination thereof). Fiber cement siding qualifies as masonry veneer only when specifically approved by the ARC. When computing masonry coverage, windows and doors in exterior masonry walls may be counted as masonry veneer.

7. MINIMUM AREAS: Residences, or dwelling units, within Subdivision must contain minimum areas as defined by the articles on “Living Area” and “Exterior Wall Masonry,” as set forth for each lot in the following table:

Block	Lot(s)	Minimum Living Area	Minimum Masonry Coverage <a>
All Blocks	All Lots	1,400 Square Feet	50%
<a> Exterior building walls, facing side-streets, that are not screened from the street by privacy fencing, must be 100% brick, stone or stucco (excluding windows & doors).			

8. ROOFING MATERIALS: Minimum dwelling and outbuilding roofing is 3-Tab Composition Shingles (Minimum 25 year rating). Wood shake or wood shingle roofing materials are not permitted.

9. BUILDING SETBACK: No building or any part thereof, such as a porch, landing, etc., may be located on any lot nearer to front or side-streets than the “Building Line” shown on the Plat. The (ARC) may grant setback variances when not in conflict with City requirements or variances thereto. Notwithstanding the foregoing, buildings may not be located nearer to side or rear property lines than as follows:

Side Property Line	Side Street Property Line	Rear Property Line
Five (5’) feet	Ten (10’) feet	Ten (10’) feet

10. STORAGE AND OUT BUILDINGS: Out building construction must be similar to dwelling construction. Steel buildings and metal roofs are permitted only when constructed of similar materials as the dwelling. Portable Out Buildings are only permitted in rear (fenced) yards, provided the roof does not exceed 10’ feet in height. Prior to storage or out building construction, plans must receive (ARC) approval and comply with Protective Covenants and applicable city or county codes.

11. FENCES: All rear yards must be fenced. Initial fence construction must be complete, prior to Owner occupancy, according to the table below. All New or replacement fences must receive ARC approval prior to construction.

- a. **Front Fences** are fences that face the front yard.
- b. **Divider Fences** are fences located parallel to and on a side or rear property line common with two or more lots.
- c. **Side Street Fences** are fences located parallel to a side street.
- d. **Fence construction** must be of Western Red Cedar and may not exceed 6’- 0” in height, except as stipulated in the table below. **Fence Pickets**, on fences facing streets, must be constructed on the street side of the fence frame.
- e. **Fence Easement.** Drainage Easements, created by these Protective Covenants, are hereby also designated as a Fence Easement, to the extent necessary to permit yard fences to connect with other yard fences. Lot Owner’s may not prohibit adjacent Lot Owner’s from connecting to a fence.
- f. **Fences must be adequately maintained**, functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced. The expense for repair or replacement of divider fences is to be shared equally by the respective property owners, to the extent they share fencing on a common property line. Property Owner’s, unable to agree on fence repair or replacement may construct a separate new fence, adjacent to the damaged or deteriorated fence.

Fence	Required Location & Requirements
Front	Generally located 50'-60' from the rear property line and in-line between houses except when prevented by house plans or other limitations. <u>To the extent possible, Side-wall siding must be screened from streets by privacy fencing.</u>
Side Street	5' inside the side-street property line for all corner lots. <u>Non-masonry walls (including fiber cement siding) must be screened with privacy fencing.</u>
Divider	Property Line – Must be constructed on the property line. All neighbor rear or side-yard fences must be allowed to connect, regardless of which yard is fenced first.

12. TREES, LANDSCAPING and YARDS: Planting of trees, grass and landscaping must be completed immediately after final grading. Front and side yards (from street curbs to fences) must be 80 % grass sod. Yards and Landscaping must be mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times. Landscape beds with shrubs are required at the house front between the grass turf and house foundation. Trees must be planted according to the following schedule, to create a “tree-lined” streetscape. The (ARC) may waive this requirement when existing trees or other conditions satisfy this objective:

Yard	Quantity	Species 2" caliper (minimum)	Yard Location
Front	1	Live Oak, Chinquapin Oak Red Oak, Post Oak, Bradford Pear or Native Cedar Elm	10' from front property line, midway between driveway & opposite property line
Side Street	2		Spaced equally on the property line

13. SITE LINE OBSTRUCTIONS AT CORNER LOTS: No fence, wall hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway may be placed or permitted to remain on any corner lot within the triangular area formed by the street line and a line connecting them at points twenty-five feet (25') from the intersections of the street line, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitation will apply to any lot within ten feet (10') of the intersection of a street with the edge of a driveway or alley pavement. No trees are permitted within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

14. REBUILDING, REPLACEMENT OR REMODELING: All Protective Covenants and conditions apply and govern all future rebuilding, replacement, remodeling or additions, including total or partial destruction of any existing dwelling, detached garage, outbuilding, covered structure, fence or “cluster mail box.” Damaged or destroyed subdivision elements, including mailboxes, fences, fence columns, community markers and signposts, are to be immediately repaired or replaced, as nearly as possible, to the original specifications and style.

15. EASEMENTS: Easements for installation and maintenance of utilities, drainage facilities and for connecting divider fences 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 installation or maintenance of utilities, or which may alter, obstruct or retard drainage flow within the easements. The easement area of each lot and all improvements in it must be maintained continuously by the owner of the lot, except for those improvements for which a public authority, home owner's association or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across easements is permitted provided that when such fences are constructed they may not impede the flow of storm water drainage.

There are hereby created (2'-6") wide easements for drainage and divider fence connection purposes, on both sides of each side and rear lot property line of each and every lot in Subdivision.

16. ANTENNA'S: Radio, Television or other receiving or transmitting antenna, satellite dish, or apparatus (“Receiving Device”) are not permitted to be visible from a street or common area unless it is impossible to otherwise receive such signals. Antenna installations, other than satellite TV dish antennas, must be submitted for ARC review prior to installation. Antennas must be installed and maintained in a safe, neat, and professional manner. In the event the ARC approves the location of a Receiving Device in a street-visible location, screening may be required. Use of such structures is limited to activities that do not interfere with normal receiving of radio or television transmissions by occupants of neighboring lots. The Declarant will have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Act as same may be amended from time to time. This Section will be interpreted to be as restrictive as possible while not violating the Act.

Declaration of Protective Covenants
Wyndham Hill, Phase I, Temple, Texas

17. ALTERNATIVE ENERGY DEVICES: Energy generating solar or wind equipment must not be readily visible from a street or produce a visual or sound nuisance to neighbors. Installation plans must receive ARC review and approval prior to construction.

18. GARAGES: Every residence within the subdivision must have an attached or detached garage to accommodate parking of a minimum of 2 automobiles within; carports are not permitted. Garage conversion to:

- a. **Dwelling space** (living area) by enclosure, is permitted only when alternative garage space, compliant with all covenants and with prior (ARC) approval, is added (attached or detached).
- b. **Pet dwelling space**, by partial or full wall enclosure in lieu of full garage door is not permitted.

19. PARKING: All overnight parking (including extended periods during the day), of resident and guest 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.

No lot or street of Subdivision may be used for parking or storage, temporary or otherwise, of any junked vehicle, abandoned or inoperable vehicle, storage container or pod, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

19. VEHICLES, RESTRICTED: Vehicles with tonnage exceeding three-fourths (3/4) ton, campers, mobile homes, motor homes, boats or trailers are not permitted to be parked overnight or for extended periods during the day in, on or about the streets of 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 adjacent lots and public view.

20. HAZARDOUS CARGO: No vehicle of any size that normally (or occasionally) transports hazardous, flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time. Pest control vehicles are permitted in Subdivision for treatment visits only and may **NOT** remain overnight or for extended periods during the day unless parked inside a locked garage.

21. ANIMALS: Each Owner must abide by the Animals and Pets provision in the Declaration of Covenants, Conditions and Protective Covenants of Subdivision ("Declaration") filed in the Official Public Records of Real Property of Bell County, Texas, as may be amended from time to time by the Rules and Regulations of the Subdivision. It is the Owner's responsibility to familiarize themselves with the provision in its entirety. In brief, in no event will there be more than 4 Pets (as that term is described in the Declaration) kept or maintained on a Lot. No exotic or dangerous animal of any type will be permitted on any Lot within the Subdivision. All Pets must be kept in strict accordance with all local and state laws and ordinances and in accordance with all rules established by the Association.

22. GARBAGE & RUBBISH: Garbage, Trash or Rubbish and other waste materials must be kept only in containers authorized by the City. Containers must be kept clean and sanitary, and must be stored away from view from the streets of the Subdivision except on "collection day" after which they must be promptly returned to the storage location.

23. SIGNS AND POSTERS: Signs or posters of any kind are not permitted on any house, fence, or lot of Subdivision except one sign, no greater than four (4) square feet in area, advertising the property for sale or signs used by building or remodeling contractor's during construction or remodeling activities. Variance allowing larger signs by homebuilders may be submitted for (ARC) approval.

24. MAILBOXES: U.S. Mail delivery and deposit will be made to 'double' curb-side mailboxes (2 mailboxes mounted on a single pole), located in accordance with the Subdivision "Driveway & Mail Box Plan." 'Single' mailboxes are authorized by the plan, for certain lots in blocks with an uneven number of lots. Mailbox style and design will be as stipulated by Declarant. Mailboxes that must be replaced, for any reason, must be of the same style and design and installed in the same location as the original.

25. ATHLETIC & PLAY FACILITIES: Basketball goals, Swings, Slides, Playhouses, Sandboxes or any other sporting or play equipment (permanent or temporary) may not be attached to a house front or located in a front or side yard without prior written consent of the (ARC). Free-standing equipment may not be left in the street over-night or for extended periods of the day.

26. NOXIOUS OR OFFENSIVE ACTIVITIES: Noxious or offensive activities or any activity which may be or may become an annoyance or nuisance to Subdivision residents are not permitted.

27. TEMPLE WYNDHAM HILL HOME OWNERS' ASSOCIATION, INC. These Protective Covenants are, in part, an amendment to the Declaration filed in **Volume 6212, Page 333**, of the Official Public Records of Real Property of Bell County, Texas pursuant to Article XX, 'Amendment and Annexation' of the Declaration.

Declaration of Protective Covenants
Wyndham Hill, Phase I, Temple, Texas

- a. The Subdivision is included in the Temple Wyndham Hill Home Owners' Association, Inc. ("Association") and is subject to all terms, conditions and provisions of the Declaration and all governing documents of the Association. By its signature below, Declarant under the Declaration has approved and consented to the annexation of the Subdivision into the Association.
- b. Every record Owner of a Lot located in the Subdivision will be a member of the Association and will be subject to all of the terms, conditions and provisions of the Declaration and governing documents of the Association including but not limited to the payment of any annual, membership and special assessment, member charge, and fines and late fees assessed by the Association upon a Lot within the Subdivision.

28. CITY and COUNTY REGULATIONS: These Protective Covenants are minimum requirements. City zoning, building and other regulations (lawfully in force or hereafter adopted), may impose more restrictive limitations on Subdivision activities and property use.

29. COVENANT ENFORCEMENT: Enforcement of Subdivision Protective Covenants is to be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, to restrain violation and/or recover damages. The (ARC) is authorized (but not required) to bring action to enforce compliance with these covenants, for the benefit of Subdivision property owners.

30. TERM OF COVENANTS: Subdivision Protective Covenants, set forth herein, are covenants running with the title of the above-described tract and every subdivision thereof, until ten (10) years after the filing date of these covenants. Said Protective Covenants, after the initial ten (10) year period, automatically extend for successive ten (10) year periods. The Protective Covenants may be modified (in whole, or in part) after the initial (10) year period, through proper filing of instruments executed by 70% of Subdivision lot owners. Such modifications may not increase impose more restrictive covenants on vacant lots without respective lot owner consent.

31. INVALIDATION: Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, will in no way effect any of the other provisions hereof, which will remain and continue in full force and effect.

EXECUTED this 15 day of February, 2012.

DECLARANT

OMEGA COMMUNITY BUILDERS, INC.

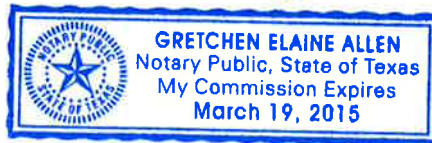
By: 
JAMES I. HOWE, Vice PRESIDENT

**THE STATE OF TEXAS
COUNTY OF BELL**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **James I. Howe, President Omega Community Builders, Inc.**, 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of February 2012.


Notary Public in and for Bell County, Texas



RETURN TO: **James I. Howe
Omega Community Builders, Inc.
7353 West Adams Ave.
Temple, Texas 76502**

39.00
#1694



WYNDHAM HILL ADDITION
PHASE II
TO THE CITY OF TEMPLE, BELL COUNTY, TEXAS

FIELD NOTES FOR A 13.890 ACRE TRACT OF LAND LOCATED IN THE MAXIMO MORENO SURVEY, ABSTRACT 14, IN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF A CALLED 281.75 ACRE TRACT DESCRIBED AS "SECOND TRACT" IN A DEED TO SARA KATHERINE CROSS MARSHALL RECORDED IN VOLUME 3223, PAGE 593 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (O.P.R.B.C.T.). SAID 13.890 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED PLAT, MADE A PART HEREOF, WITH BEARINGS BASED UPON THE CITY OF TEMPLE SURVEY CONTROL MONUMENTS 3500 AND 3501:

BEGINNING AT MAG NAIL FOUND IN THE CONCRETE BASE OF A BARBED FENCE CORNER POST IN THE WEST LINE OF SOUTH 5TH STREET, MARKING THE SOUTHWEST CORNER OF A CALLED 6.51 ACRE TRACT (SOUTH 5TH STREET RIGHT-OF-WAY) DESCRIBED IN A DEED TO THE CITY OF TEMPLE RECORDED IN VOLUME 3372, PAGE 485 OF THE O.P.R.B.C.T., MARKING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO BOOSE-MITCHELL PROPERTIES, LTD. RECORDED IN BELL COUNTY CLERK'S DOCUMENT 200800012259 OF THE O.P.R.B.C.T. SAME BEING THE SOUTHEAST CORNER OF THE ABOVE-MENTIONED REMAINDER OF THE 281.75 ACRES AND THE HEREIN DESCRIBED TRACT FROM WHICH THE CITY OF TEMPLE MONUMENT NO. 3501 BEARS N 25°07'02" E – 424.86' AND A ½" IRON ROD WITH CAP STAMPED "RPLS 4029" FOUND MARKING THE NORTHWEST CORNER OF SAID TRACT DESCRIBED TO MARSHALL D. REED BEARS N 72°47'34" W – 94.94';

THENCE N 72°47'34" W – 582.80' PARTWAY WITH THE NORTH LINE OF SAID TRACT DESCRIBED TO BOOSE-MITCHELL PROPERTIES, LTD. AND PARTWAY WITH THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO PATSY REED JACKSON RECORDED IN VOLUME 1225, PAGE 306 OF THE D.R.B.C.T. TO A ½" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET FROM WHICH A ½" IRON ROD WITH CAP FOUND MARKING THE NORTHWEST CORNER OF THE ABOVE-MENTIONED PATSY REED JACKSON TRACT BEARS N 72°47'34" W – 563.56';

THENCE THROUGH THE INTERIOR OF THE REMAINDER OF THE 281.75 ACRES THE FOLLOWING 4 CALLS:

- 1) **N 17°12'26" E – 353.18'** TO A ½" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET,
- 2) **N 10°47'13" E – 50.00'** TO A ½" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET,
- 3) **AN ARC DISTANCE OF 53.04'** WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00' AND WHOSE CHORD BEARS S 77°58'21" E – 53.04' TO A ½" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET,
- 4) **N 15°44'42" E – 685.14'** TO A ½" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET IN THE SOUTH LINE OF LOT 1, BLOCK 11 OF WYNDHAM HILL ADDITION, PHASE I RECORDED IN CABINET D, SLIDE 125B OF THE PLAT RECORDS OF BELL COUNTY, TEXAS;

THENCE WITH THE SOUTH LINE OF WYNDHAM HILL ADDITION, PHASE I THE FOLLOWING 6 CALLS:

- 1) **S 74°15'18" E – 64.82'** TO A ½" IRON ROD WITH CAP STAMPED "G.E. WALKER" FOUND,
- 2) **S 74°35'50" E – 50.00'** TO A ½" IRON ROD WITH CAP STAMPED "G.E. WALKER" FOUND,
- 3) **AN ARC DISTANCE OF 28.03'** WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 9893.78' AND WHOSE CHORD BEARS N 15°19'18" E – 28.03' TO A ½" IRON ROD WITH CAP STAMPED "G.E. WALKER" FOUND,
- 4) **S 74°45'34" E – 230.00'** TO A ½" IRON ROD WITH CAP STAMPED "G.E. WALKER" FOUND,
- 5) **AN ARC DISTANCE OF 33.17'** WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 10123.78' AND WHOSE CHORD BEARS S 15°20'04" W – 33.17' TO A ½" IRON ROD WITH CAP STAMPED "G.E. WALKER" FOUND,

- 6) **S 74°34'18" E - 180.00'** TO A ½" IRON ROD WITH CAP STAMPED "G.E. WALKER" FOUND IN THE WEST LINE OF SOUTH 5TH STREET MARKING THE SOUTHEAST CORNER OF LOT 1, BLOCK 2 OF SAID WYNDHAM HILL ADDITION, PHASE I FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE WITH THE WEST LINE OF SOUTH 5TH STREET THE FOLLOWING 2 CALLS:

- 1) **AN ARC DISTANCE OF 57.06'** WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 10303.78' AND WHOSE CHORD BEARS S 15°35'13" W - 57.06' TO A 5/8" IRON ROD FOUND;
- 2) **THENCE S 15°44'42" W - 1047.46'** TO THE POINT OF BEGINNING. CONTAINING 13.890 ACRES.

THIS DESCRIPTION IS BASED ON THE ATTACHED FINAL PLAT MADE BY MARTY PAUL POLK, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6031.

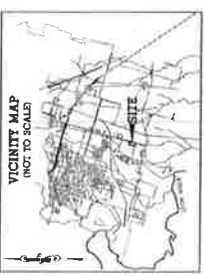
SURVEYED: JUNE 13, 2011

Marty Paul Polk

MARTY PAUL POLK, R.P.L.S. 6031

PROJ NO. 1-01898
PLAT NO. D1-0206
FIELD NOTE NO. 1-01898-FN-01
MAP CHECKED MPP





LEGEND

1. ZONED W/OTHER BEL COUNTY

2. ZONED W/OTHER BEL COUNTY

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45. ZONED W/OTHER BEL COUNTY

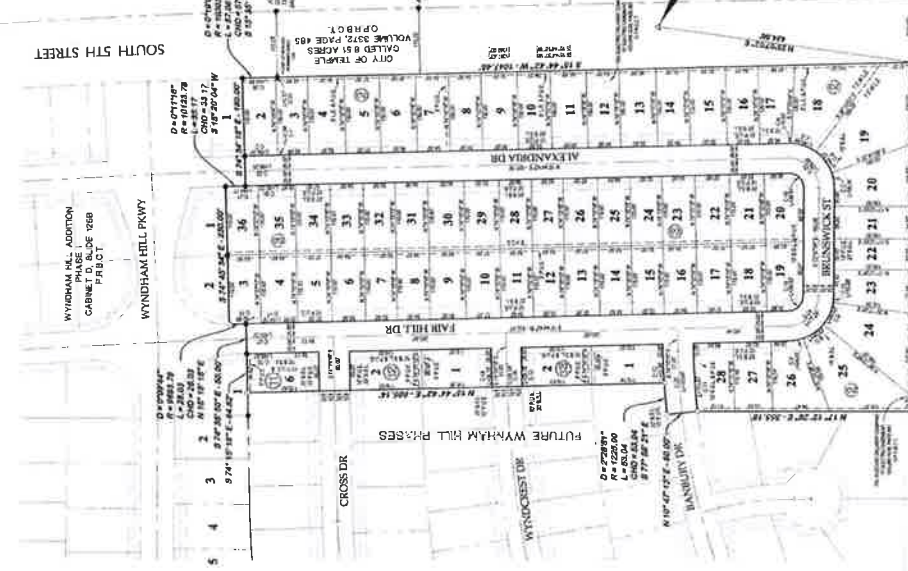
46. ZONED W/OTHER BEL COUNTY

47. ZONED W/OTHER BEL COUNTY

48. ZONED W/OTHER BEL COUNTY

49. ZONED W/OTHER BEL COUNTY

50. ZONED W/OTHER BEL COUNTY



Lot	Area	Dimensions	Notes
1	0.12	10' x 120'	
2	0.12	10' x 120'	
3	0.12	10' x 120'	
4	0.12	10' x 120'	
5	0.12	10' x 120'	
6	0.12	10' x 120'	
7	0.12	10' x 120'	
8	0.12	10' x 120'	
9	0.12	10' x 120'	
10	0.12	10' x 120'	
11	0.12	10' x 120'	
12	0.12	10' x 120'	
13	0.12	10' x 120'	
14	0.12	10' x 120'	
15	0.12	10' x 120'	
16	0.12	10' x 120'	
17	0.12	10' x 120'	
18	0.12	10' x 120'	
19	0.12	10' x 120'	
20	0.12	10' x 120'	
21	0.12	10' x 120'	
22	0.12	10' x 120'	
23	0.12	10' x 120'	
24	0.12	10' x 120'	
25	0.12	10' x 120'	
26	0.12	10' x 120'	
27	0.12	10' x 120'	
28	0.12	10' x 120'	
29	0.12	10' x 120'	
30	0.12	10' x 120'	
31	0.12	10' x 120'	
32	0.12	10' x 120'	
33	0.12	10' x 120'	
34	0.12	10' x 120'	
35	0.12	10' x 120'	
36	0.12	10' x 120'	

REMAINDER OF SARA KATHERINE CROSS MARSHALL
 CALLED 2823 ACRES
 VOLUME 8223 PAGE 983
 OBJECT.

WYNDHAM HILL ADDITION
 PHASE II
 IN THE CITY OF TEMPLE,
 BELL COUNTY, TEXAS

Walker Partners
 ENGINEERS - SURVEYORS

Omega Community Builders, Inc.
 7353 WEST ADAMS AVENUE
 TEMPLE, TEXAS 76760

Omega Community Builders, Inc.
 7353 WEST ADAMS AVENUE
 TEMPLE, TEXAS 76760

STATE OF TEXAS
 COUNTY OF BELL

I, **Debra Madrye**, Surveyor, do hereby certify that the above and foregoing plat was duly recorded in the public records of this county on the 14th day of **April**, 2011.

Debra Madrye
 Surveyor

APPROVED:

I, **David Joseph**, Mayor, do hereby certify that the above and foregoing plat was duly recorded in the public records of this county on the 14th day of **April**, 2011.

David Joseph
 Mayor

CONTRACTOR NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF TEMPLE, TEXAS, AND THE STATE OF TEXAS, PRIOR TO THE BEGINNING OF CONSTRUCTION.

DEVELOPER:

Omega Community Builders, Inc.
 7353 WEST ADAMS AVENUE
 TEMPLE, TEXAS 76760

EXHIBIT 'B'

Omega Community Builders, Inc.
 7353 WEST ADAMS AVENUE
 TEMPLE, TEXAS 76760

Omega Community Builders, Inc.
 7353 WEST ADAMS AVENUE
 TEMPLE, TEXAS 76760

Walker Partners
 ENGINEERS - SURVEYORS

Omega Community Builders, Inc.
 7353 WEST ADAMS AVENUE
 TEMPLE, TEXAS 76760

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513



70 2012 00006457

Instrument Number: 2012-00006457

As

Recorded On: February 21, 2012

Recordings

Parties: OMEGA COMMUNITY BUILDERS INC

Billable Pages: 8

To WYNDHAM HILL PHASE II

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	39.00
Total Recording:	39.00

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

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

File Information:

Document Number: 2012-00006457
Receipt Number: 127933
Recorded Date/Time: February 21, 2012 11:10:50A
User / Station: G Gomez - Cash Station 1

Record and Return To:

JAMES I HOWE
OMEGA COMMUNITY BUILDERS INC
7353 WEST ADAMS AVE
TEMPLE TX 76502

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



Shelley Coston
Bell County Clerk