



*Wdo*

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

Doc# 00007595

RESTRICTIVE COVENANTS  
OF SOUTHERN DRAW,  
A SUBDIVISION IN THE CITY OF TEMPLE, BELL COUNTY, TEXAS

LRAS, LLC, a Texas limited liability company ("Declarant"), is the owner of that certain tract of land situated in Bell County, Texas, more particularly described in an exhibit entitled "Legal Description" attached to these Restrictive Covenants (defined below), to be designated as phases of SOUTHERN DRAW, a subdivision in the City of Temple, Bell County, Texas (the "Subdivision").

For the purpose of further assuring the orderly and uniform development of the Subdivision, and in order to carry out a general plan of development for the benefit of each and every purchaser of a platted lot in the Subdivision (the "Lot"), Declarant makes and imposes the following restrictions, covenants, conditions, and limitations (collectively the "Restrictive Covenants") with reference to the use of the properties of the Subdivision, which will be covenants running with the land.

Except as otherwise noted in the "Declaration of Covenants, Conditions, and Restrictive Covenants – Southern Draw Homeowners' Association, Inc. a Texas non-profit corporation, and Southern Draw, a subdivision in the City of Temple, Bell County, Texas" (the "Declaration") to be recorded in the Official Public Records of Real Property of Bell County, Texas, or in these Restrictive Covenants, so long as there is a Class B membership (as defined in the Declaration), Declarant or the Architectural Review Committee (the "ARC") will have the authority to approve, disapprove, or, in their sole discretion, enforce the Restrictive Covenants. Upon the expiration of the Class B membership, the ARC will have the sole authority to approve, disapprove, and enforce the Restrictive Covenants.

ARTICLE I  
Architectural Review

All plans and specifications must be submitted to the ARC in accordance with the terms and provisions of Article IV of the Declaration.

ARTICLE II  
Single Family Residential Construction

No building or structure will be erected, altered, or permitted to remain on any Lot designated as a lot for residential use only ("Lot") other than one single family residential dwelling not to exceed 2 stories, exclusive of basement, in height and a private enclosed attached or enclosed detached garage for no less than 2 cars (the "Residence"). Any enclosed detached or enclosed attached garage will be constructed of permanent materials that will be the same as the Residence erected on the Lot in question. No other detached structures of any kind will be allowed except as specifically approved by the Declarant or the ARC. Approval of all structures will require the written consent of Declarant or the ARC. The attached or detached garage on any Lot may not be enclosed or altered to provide additional residential dwelling space unless alternative garage space (constructed in accordance with the Restrictive Covenants) is provided and the ARC has approved, in writing, prior to construction, both the enclosure and alternative garage space.

The ARC may waive the requirement for a 2-car garage if the access on a particular Lot is too costly or inappropriate because of terrain factors. The written waiver must be obtained from the ARC by the Lot Owner prior to construction of the Residence and will be given only when the Residence's vehicles are, in the sole opinion of the ARC, at least partially shielded from the street view by (a) a wall constructed of a type, design and material matching the materials of the Residence, and/or (b) extensive landscaping as shown on an architectural rendering or the equivalent. All architectural and landscaping renderings (or the equivalent) must be submitted to the ARC for approval in accordance with the Restrictive Covenants.

### ARTICLE III Use Restrictions

The Subdivision will be occupied and used only as follows:

1. No business of any kind will be conducted in any Residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 9 below and "in home" offices as provided in Article III, Section 2 below.

2. Except as herein provided, no activity, whether for profit or not, will be carried on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort will be permitted nor will anything be done on any Lot that may be or become an annoyance or a nuisance to the neighborhood. Declarant may maintain in or upon such portions of the Subdivision as Declarant determines, such facilities as, in its sole discretion, may be necessary or convenient, including, but without limitation, construction or sales offices, storage areas, model units, and signs. During the construction of a Residence, and at the discretion of Declarant or the ARC, a Builder Member may maintain a temporary construction or sales office upon the same Lot that is under construction when the prior written consent of the Declarant or the ARC was obtained. The construction or sales office must be removed when the Residence is sold or leased to a third party. A Builder Member may not maintain a permanent model unit or show home on any Lot within the Subdivision, however, this will not prevent a Builder Member from showcasing a Residence on a temporary basis for the purpose of marketing and selling such Residence, i.e. a "Parade" home. No professional business or commercial activity to which the general public is invited will be conducted on any Lot, except for "in home" offices having specific appointment clients and only when prior written consent of the Declarant or the ARC for the "in home" office was obtained, and only when the "in home" activity is in harmony with the quality of the Subdivision and will protect the value, attractiveness, and desirability of the Lots in the Subdivision.

3. No sign, notice, advertisement, or billboard of any kind or make will be displayed to public view on a Lot without the prior written consent and approval of the Declarant or the ARC, except customary name and address signs; professionally prepared safety signs not to exceed 6 inches by eight inches in size; and professionally prepared lawn signs not to exceed 5 square feet in size advertising a property for sale or rent. A safety sign is defined as (a) "No Trespassing" signs placed on fencing of a Lot; (b) home security system warning signs; or (c) "Beware of Dog" signs. No "bandit" signs of any kind may be placed on the Property or in the rights-of-way.

Declarant or the ARC will have the right to remove any sign, billboard, or other advertising structure that does not comply with the above paragraph, and in so doing will not be subject to any liability for trespass or any other liability in connection with such removal.

4. Nothing will be done or kept on a Lot that would increase the rate of insurance relating thereto, and no Lot owner (individually "Owner" or collectively "Owners") will permit anything to be done or kept on his/her Lot which would result in the cancellation of insurance on any Residence, or which would be in violation of any law.

5. No activities shall be permitted which will unreasonably disturb the quiet enjoyment of the Owners and their guests, invitees, and tenants.

6. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable landscape lighting that has the prior written approval of the Declarant or the ARC). No exterior speakers, horns, whistles, bells, or other sound devices (except security devices used exclusively to protect the Lot and the improvements located thereon) will be placed or used upon any Lot without the prior written approval of the Declarant or the ARC. Telephones will be allowed outdoors. No fuel tank or similar storage facility will be installed or maintained on any Lot unless constructed as an integral part of the Residence, or installed underground and approved by the Declarant or the ARC prior to construction or installation. No firearms (including air rifles) or fireworks of any kind or make may be discharged in the Subdivision nor will there be any hunting or trapping within the Subdivision.

7. (a) No animals, livestock, poultry, or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred, or kept on any Lot within the Subdivision, except for cats, dogs, or other generally recognized household pets (collectively "Pets"). An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guests, invitees, or tenants, and includes the (1) dog breeds of pit bull, rottweiler, and doberman pincher, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar registration organization; (2) poisonous insects, amphibians, or reptiles; (3) boa constrictors and other constrictor reptiles; (4) animals considered "feral" or wild by nature except guinea pigs, hamsters, and gerbils; (5) ferrets, and (6) alligators. Additional breeds of animals may be added to the definition of Exotic or Dangerous Animal from time to time, as determined necessary by the Board, in the Board's sole discretion, and the Rules and Regulations will be amended to include such breed of animal.

(b) No more than 4 Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Lot. No Pet may be bred, kept or maintained for any commercial purpose on a Lot.

(c) All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by Declarant or the Southern Draw Homeowners' Association, Inc. (the "Association"). All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date rabies vaccination. All Pets must be kept indoors, in a fenced area on the Owner's Lot (fenced with materials as required by Article IV, paragraph 7 below or by an electronic animal control device), or on a leash. It will be the responsibility of the owner of the Pet to prevent the animals from running loose or becoming offensive or a nuisance to other Owners or occupants. Offensive barking or howling is considered an "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet to clean up after their Pet when in the Common Area or on the private property of others.

(d) No Pets will be permitted in the Common Area except on a leash.

(e) Declarant or the Association may notify the Owner, in writing, of any offensive activity or other violation of this covenant and the steps required by Owner to correct the violation. If the Owner does not correct the violation and the violation continues; or if any Pet endangers the health of an Owner, his guests, invitees, or tenants, or creates a nuisance or an unreasonable disturbance, or is not a common household pet, as may be determined by Declarant or the Association, in the Declarant or the Board's sole discretion, the Pet must be permanently removed from the Subdivision upon 7 days' written notice by Declarant or the Board to the offending Owner. Declarant and the Board may exercise all of its remedies allowed under the Restrictive Covenants, the Declaration, or by law to have the Pet or animal permanently removed from the Subdivision. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal upon written request made by Declarant or the Board, the offending Owner will be in violation of the covenants of the Restrictive Covenants and/or the Declaration and subject to any Fine imposed by the Association in accordance with the Declaration.

8. No rubbish, trash, garbage, or other waste material may be kept or permitted on any Lot, except in sanitary containers located in appropriate areas concealed from public view. Rubbish, trash, garbage, or other waste

material will not be placed for collection more than 12 hours prior to the scheduled collection time. Any trash containers must be removed and returned to their place of storage within 12 hours of collection.

During construction of any improvements, the Builder Member will keep the Lot clean and clear of unused building materials, rubbish, trash, garbage, or other waste material. The Builder Member will make arrangements to have the construction debris removed from the Property within a reasonable period of time.

No Owner or Builder Member may dump unused building materials, construction debris, rubbish, trash, garbage, or other waste material on any Lot within the Subdivision.

9. No Owner may store on his/her Lot quantities of building materials in excess of the building materials customarily used by an Owner for its particular home improvement project.

10. No effluent from any on-site sewage facility ("OSSF") should be discharged onto any Lot in the Subdivision. Each Residence will be served by an OSSF designed and constructed in accordance with the requirements of Texas Commission on Environmental Quality ("TCEQ"), Bell County standards, and any other applicable ordinances or standards.

This provision will not prevent the Builder Member from providing its workers and subcontractors with a sanitary facility or port-a-let during the construction of a Residence.

11. No structure of a temporary character, trailer, mobile home, motor home, inoperative or abandoned vehicle, basement, tent, shack, garage, barn, or other outbuilding may be erected or placed or used on any Lot at any time as a Residence.

12. No building or structure of any kind, including but not limited to mobile homes or manufactured homes, may be permanently moved on to or placed on any of the Lots.

13. Declarant or a Builder Member may temporarily move a trailer onto a Lot under construction for use as a construction or sales office during such periods of construction on such Lot. The Declarant or the ARC must first approve any trailer used for construction or sales purposes, and approve the length of time in which the trailer can remain on the Lot.

14. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway may be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points 25 feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations will apply on any Lot within 10 feet of the intersection of a street, curb line and the edge of a driveway or alley. No trees may be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than 6 feet above ground level.

15. No commercial vehicles, buses, boats, motor homes, or trailers may be left parked on the street or roadway in front of any Lot except for construction and repair equipment/vehicles while a Residence is being built or repaired in the immediate vicinity, or a delivery vehicle while making a delivery to a Residence during its normal course of business. All of an Owner's commercial vehicles, buses, boats, motor homes, or trailers will be parked and enclosed in a garage on the Lot and will not be visible from the street or roadway.

16. An Owner may park the Owner's personal vehicle in the street or roadway in front of such Owner's Lot for periods of time not to exceed 48 continuous hours.

17. No boat trailers, boat, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the street or on driveways or on any Lot. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, within the garage.

RESTRICTIVE COVENANTS – SOUTHERN DRAW

18. No Lot will be used for parking or storage, temporary or otherwise, of 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.

19. A building site will consist of not less than 1 Lot, as such Lots are shown on the Subdivision Plat. Only 1 Residence may be constructed per building site.

20. No Lot can be used as a roadway to connect to any adjacent parcel without the Declarant's prior approval. However, Declarant reserves the right to use any of its Lots to extend roadways for any purpose and replat if necessary to accomplish connections between two (2) or more parcels in or adjacent to the Subdivision.

21. So long as the Association has any Class B membership, Declarant reserves the right to replat its remaining land within the Subdivision without the necessity of joinder by any other Owner.

22. A building site may be two or more adjoining Lots consolidated into one building site at the discretion of the Declarant or the ARC. All setback lines shall be measured from the resulting side property lines rather than the Lots lines reflected on the Subdivision Plat.

23. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind will be permitted on a Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick, windmills, or other structure designed for use in boring for oil, natural gas, or other minerals will be erected, maintained, or permitted on any Lot.

24. During construction of any Residence, no alcohol may be brought into the Subdivision and consumed by the Builder Member or his workers or subcontractors.

25. Declarant or the transferees of Declarant will undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the sale, rental, or other disposal of Residences is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision established as a fully occupied residential community as soon as possible, nothing in the Declaration or Restrictive Covenants will be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Subdivision owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise, as approved by Declarant;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise, as approved by Declarant; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdividing Lots as approved by the Declarant.

As used in this paragraph, the words "its transferees" specifically exclude purchasers of Lots improved with completed Residences.

ARTICLE IV  
Residence, Garage, and Outbuilding Construction

1. No building may be located on any Lot nearer to the front, rear or side property lines than the minimum building setback lines shown on the recorded plat or as designated by Declarant in written instrument duly recorded in the Official Public Records of Real Property of Bell County, Texas. In the absence of side setback lines on the Plat, no building may be located on any Lot nearer than 10' to the rear or 7.5' to the side property lines unless approved, in writing, by the ARC.

2. Driveways must be constructed of concrete or brick materials. No dirt, gravel or road base driveways will be permitted from the street or roadway to the garage slab.

All driveways or drives, regardless of location, must be approved by the Declarant or the ARC prior to construction.

3. Each Residence may be required to have an individual mailbox structure or access to a cluster mailbox that will serve 2 or more Owners (collectively the "Mailbox") of a type, design, color, and material designated and approved by the Declarant or the ARC and the United States Postal Service prior to construction and installation. Multiple cluster mailboxes may be located on any Lot designated by Declarant and approved by the United States Postal Service. Each Mailbox will be in conformity with the requirements of any governmental authority. If individual Mailboxes are constructed, the Lot Owner will be responsible for maintaining his/her Mailbox in good condition and repair. This provision applies to any original or replacement Mailbox.

If an Owner fails to do so, the Declarant and the Association will each have the right, but not the obligation, to make any repairs to the Mailbox, the cost of which will be reimbursed to Declarant or the Association, as the case may be, by such Owner, promptly upon receipt of an invoice. The amount to be reimbursed, if not paid within 30 days after the date of the invoice, will bear interest from the date of the invoice until paid at the rate of interest stipulated in the Association's Bylaws or the Declaration to be paid on delinquent Assessments.

4. Any permanent garage that may be erected upon a Lot must be constructed of permanent materials of the same type as that used for construction of the Residence on that Lot. Garages may be detached or attached to the Residence or to breezeways or covered porches attached to the Residence. A garage may not be enclosed or altered to provide additional residential dwelling space unless replacement garage space is constructed on the Lot, attached or detached, acceptable to the ARC.

5. No air-conditioning apparatus (the "Apparatus") will be installed on the ground in front of a Residence, or on the roof of any Residence, unless the Apparatus is (a) tastefully screened from public view and is not visible from the public street or roadway, and (b) the placement of the Apparatus and screening are approved by the ARC prior to the installation of the Apparatus. No window air-conditioning apparatus or evaporative cooler will be attached to any front wall or front window of a Residence, or at any other location where such would be visible from any street or roadway without the prior written approval of the ARC.

6. All outbuildings or storage buildings must be of new construction, from the ground up. Any outbuilding or storage building constructed on a Lot within the Subdivision must be of a type, design, and material matching or harmonizing with the Residence and approved by the Declarant or the ARC prior to construction. No portable building, i.e. metal or plastic storage building or 'Morgan building', may be moved onto any Lot within the Subdivision without prior written approval of the ARC. The ARC's written approval would be given only when, in the sole opinion of the ARC, the portable building is sufficiently screened by fencing or landscaping so that the portable building is not visible from any street or roadway, and is not a visual impairment to the quality of the Subdivision.

7. Yard fencing is optional, except where constructed by Declarant, but must receive ARC approval for Restrictive Covenants compliance, prior to fence construction. The ARC may approve exceptions that harmonize with the neighborhood and do not create unsightly or undesirable conditions. Front and side yard fence installation must be according to the table below.

Fence	Required Location	Fence Picket Mounting
Front (facing street)	Aligned at the approximate mid-point of the side of each house	Street side of Fence Frame
Side (facing street)	15' Inside (and parallel to) the Side Property Line	Street side of Fence Frame
Rear	Property Line or as determined by initial fence construction by Declarant within the Fence Easement	Street side of Fence Frame
Divider Fences	Property Line dividing subdivision lots	Optional
Rear or Side (when adjacent to lots outside the subdivision)	Not Required – Construction Materials Optional	Optional

(a) Fence construction must be of Western Red Cedar (with galvanized metal posts), Masonry, Wrought Iron, or a combination thereof and may not exceed 6'0" in height without ARC approval.

(b) Divider fences are fences located on or parallel to a property line common with two or more Lots. Such fences may not be placed inside the property line if it will create an area that may not be properly maintained or will prevent a neighbor fence connection.

(c) Drainage and Fence Easements created hereby permit installation and maintenance of any future drainage structures required to provide adequate drainage between Lots, and for connection of divider fences. A Lot Owner may not prohibit adjacent Lot Owner from connecting to a fence.

(d) Fences must be functional, well maintained, and in plumb, level, and square condition, with gates and pickets in place. Damaged or deteriorated fences must be promptly repaired or replaced by the Owner. If the original owner of a divider fence is unknown, repair or replacement expense for divider fencing on a common property line is to be shared equally by the respective Lot Owners. Lot Owners unable to agree on fence repair or replacement may construct a separate new fence, inside and adjacent to the damaged or deteriorated fence.

(e) Privately owned, street facing fences that are not maintained, as set forth above, may be repaired or replaced by the Association at the respective Lot Owner's expense. Easements for access to Lots, for such fence repair or replacement, are hereby created.

(f) Fence Easements.

1) A 5' wide easement (the "Fence Easement") will run adjacent and parallel to and on each side of a Lot's side and rear boundary lines (for a total easement area of 10') and will run the entire length of a Lot's side and rear boundary lines. An easement is hereby reserved for the use and benefit of the adjacent Lot Owner, the Declarant, and the Association to provide ingress, egress and regress upon, over and across the Fence Easement to the extent such Fence Easement is necessary to permit fences to connect with other fences and to allow the Declarant or the Association to repair or replace any Owner-neglected fence as the Declarant or the Association, in its sole discretion, deems appropriate.

2) The Owner has the ultimate responsibility for the construction and installment of and maintenance, upkeep, repair, and replacement of any and all Owner-owed improvements located or to be located within the Fence Easement, including but not limited to any fencing, decorative lighting, and landscaping. The Association, at the Association's sole discretion, will have the right and responsibility for the construction and

installation of and all maintenance, upkeep, repair, and replacement of any and all Association-owned improvements located or to be located within the Fence Easement, including but not limited to any entrance walls, entrance monuments, fencing, and decorative lighting, with the exception of landscaping. The Association will have the right and responsibility for the landscaping of that portion of the Fence Easement that lies between any entrance wall or fence and the street running parallel to any entrance wall or fence, as shown on the plat of the Subdivision.

3) No Owner of any Lot may damage, deface, or mar the surface or any portion of any improvements constructed or installed within the Fence Easement. No structure, planting, fence, or other material may be placed or permitted to remain within the Fence Easement that may damage the surface of any improvements constructed by Declarant or the Association within the Fence Easement, or interfere with the right of ingress, egress, and regress over the Fence Easement or any ingress easement granting access to the Fence Easement. Neither the Association nor Declarant will be liable for any damages done by them or their assigns, agents, employees, or servants to property of the Owners situated on land covered by the Fence Easement.

(g) Dog Run fences must be constructed of materials compliant with these covenants or must not be visible from a Subdivision street.

8. All landscaping of each Lot must be completed within 30 days of the completion of the Residence, but in any event prior to the occupancy of the Residence, in a manner approved by the Declarant or the ARC.

Owners may enter into a voluntary agreement for joint lawn or landscaping maintenance of all or any part of the lawn or landscaping; however, lawn and landscaping maintenance will remain the ultimate responsibility of each Owner. Builder Members will be responsible for maintaining a healthy lawn or landscaping until the Residence is sold to a third party.

9. Any retaining wall constructed as a part of the Lot's landscaping must be constructed of concrete, brick or stone. No railroad ties may be used in any retaining wall or other form of landscaping.

10. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat for the Subdivision or as designated by Declarant by written instrument duly recorded in the Official Public Records of Real Property of Bell County, Texas, and no structure (except approved fences, irrigation or water sprinkling systems, and driveways) may be erected upon any of said easements. Neither Declarant nor any utility company using the easements will be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or improvements of any Owner located on the land covered by said easements.

11. (a) A landscape easement may designated near the entrance of the Subdivision (the "Landscape Easement"). An easement of ingress and egress upon, over, and across the Landscape Easement is reserved for the use and benefit of Declarant, the Association, and their successors and assigns.

(b) The Association will be responsible for all maintenance, upkeep, repair, and replacement of any and all improvements located or to be located within any Landscape Easement, including but not limited to any entrance monuments, decorative lighting, underground irrigation or water sprinkling system, and landscaping, including sod, grass, trees, and shrubbery. The Association will also be responsible for the installation, maintenance, and electrical expense of all street lights within the Subdivision, however, all design changes, tree or monument changes, sign removals, or construction will be at the sole discretion and option of the Declarant. No other design changes, tree or monument changes, sign removals, or construction of any kind can be done within any Landscape Easement without the prior written approval of the ARC.

(c) No Owner of any Lot, with the exception of Declarant, may alter, damage, deface, or mar the layout or design of the surface of any Landscape Easement, or any portion of any improvements constructed or installed within any Landscape Easement. Neither the Association nor Declarant will be liable for any damages done by them or their assigns, agents, employees, or servants to property of the Owners situated on land covered by a Landscape Easement.

RESTRICTIVE COVENANTS – SOUTHERN DRAW



(d) An utility easement for the installment, construction, maintenance, repair, replacement, and removal of utility lines and all necessary fittings, appliances, and accessory items related to the utility lines, together with the right of ingress, egress, and regress upon, over, and across the utility easement, is created and reserved for the use and benefit of the Association and, at the sole discretion of Declarant, for all franchisees furnishing public utilities to the Subdivision. The utility easement may co-exist with and mirror a Landscape Easement.

12. No in-ground flag pole may be installed on any Lot. An Owner of a Lot may only display a flag from a commercially purchased, standard length flag pole that is attached to the Residence. The flag pole and location of such flag pole must be approved by the Declarant or the ARC prior to its installation and mounting.

13. All swimming pools constructed on a Lot must be enclosed in a fenced back yard. No tennis court or other outdoor recreational structure will be installed or constructed on any Lot without the prior written approval of the Declarant or the ARC.

14. No above-ground swimming pool will be installed or constructed on any Lot.

15. No swing, playground equipment, gazebo, or other structure will be installed, moved, or constructed on any Lot that is visible from the street or roadway without the prior written consent of Declarant or the ARC. A swing, playground equipment, gazebo, or other structure that exceeds the height of the fenceline and is visible to the adjoining Lot may be installed and maintained by an Owner, with the prior written approval of the Declarant or the ARC, so long as such swing, playground equipment, gazebo, or other structure is well maintained and is not offensive to neighboring Lots and Owners. In the event the Declarant or the ARC deems such structure to be offensive or poorly maintained, Owner will remove such structure within 10 days of written notice from the Declarant or the ARC.

16. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind will be placed, allowed, or maintained upon a Lot which is visible from any street, private right-of-way, Common Area or other Lot unless it is impossible to receive signals from the location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. The Declarant and the Association 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. No satellite dishes will be permitted which are larger than 1 meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the center ridge of the roofline by the height established by the Telecommunications Act of 1996 (the "Act") as same may be amended from time to time. No exterior antennas, aerials, satellite dishes, or other apparatus will be permitted, placed, allowed, or maintained upon any portion of the Property that transmits television, radio, satellite, or other signals of any kind. 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.

17. All improvements must be of new construction, from the ground up, and no house may be moved on any Lot or portion of the Subdivision unless approved by the Declarant or the ARC.

18. Any Residence constructed on a Lot must have a total of 1,600 square feet of air-conditioned floor area, exclusive of open or screened porches, terraces, patios, decks, driveways, basements, and garages unless approved by Declarant or the ARC prior to construction. A 2-story Residence must have a minimum of 1,000 square feet on the bottom or ground floor of the Residence and a minimum of 600 square feet on the top or second floor of the Residence.

19. The exterior wall area (including but not limited to any, chimney, but exclusive of windows and doors, and front or rear porch areas that are under roof) of each Residence constructed on a Lot, will be not less than

RESTRICTIVE COVENANTS – SOUTHERN DRAW

75% brick, masonry, Austin limestone, or stucco (collectively "Masonry") unless otherwise approved in writing by the ARC. All outbuildings constructed on a Lot must be of materials that match or, in the sole discretion of the ARC or Declarant, harmonize with the building materials of the Residence. No aluminum or vinyl siding will be allowed.

20. No roof on any Residence constructed on a Lot will have less than a 6 foot/12 foot roof slope. Unless otherwise approved in writing by the Declarant or the ARC, all roofs of Residences will be constructed or covered with at least composition dimensional-cut shingles with the approximate color of either muted brown or grey, as approved by the Declarant or the ARC. Other roofing materials and colors must be approved by the Declarant or the ARC on a case by case basis.

Roof pitches and materials must be approved by the Declarant or the ARC on a case by case basis.

21. The exterior colors of any building (Residence or outbuilding) must be "earthtone" colors unless approved, in writing, by the ARC prior to painting or staining.

22. No add-on patio covers or carports may be constructed on any Lot unless approved, in writing, by the Declarant or the ARC prior to construction.

#### ARTICLE V

##### Owners' Obligation to Repair

1. Each Lot Owner will be solely responsible for the exterior maintenance of each Lot (with the exception of the Landscape Easement) and associated building, fence, structure, underground irrigation or water sprinkling system, or improvement which is subject to assessment. A Lot Owner's maintenance responsibilities will include, but will not be limited to: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures, and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual Owner, unless the Association, in the Association's sole discretion and in accordance with the provisions of the Declaration, deems that maintenance, repair or care of other items or areas by the Association or its representative would be in the best interest of the Association and the Subdivision. In the event that the need for maintenance or repair is caused through the willful or negligent act or inaction of the Owner, his family, or guests, invitees, or tenants, the cost of such maintenance or repairs will be added to and become a part of the assessment to which such Lot is subject in accordance with the provisions of the Declaration. The Association or its representative has the right to enter any Lot for the purpose of performing its duties hereunder.

2. Each Owner will, at his sole cost and expense, repair his improvements, keeping the same in a condition comparable to the condition of such improvements at the time of its initial construction, excepting only normal wear and tear.

#### ARTICLE VI

##### Owners' Obligation to Rebuild

If all or any portion of an improvement is damaged or destroyed by fire or other casualty, it will be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction must be undertaken within 3 months after the damage occurs, and must be completed within 9 months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. The ARC will approve all plans for repair or reconstruction.

ARTICLE VII  
Lot Maintenance

1. The Owners or occupants of all improved Lots (built/out lots) will at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and will in no event use any Lot for storage of materials or equipment unless incident to construction of improvements thereon as herein permitted. Nor will any Owner or occupant of a Lot permit the accumulation of garbage, trash or rubbish of any kind thereon and will not burn anything during the construction phase of the improvements except as permitted by the Declarant or the ARC. Garbage, trash, or rubbish and other waste materials must be kept only in containers designed for such purpose. 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".

2. After the completion of the original improvements, no burning is allowed, except in interior or exterior fireplaces designed for such use.

3. The exterior drying of clothes, sheets, rugs, or other linens is prohibited. Clotheslines are specifically prohibited.

4. In the event of default on the part of the Owner or occupant of any Lot in observing the Restrictive Covenants or any of them, and such default continues after written notice thereof in accordance with the Declaration, the Declarant, the ARC, or, if applicable, the Association (or its assignee) will, without liability to the Owner or occupant in trespass or otherwise, be allowed to enter upon said Lot to repair or replace a neglected fence or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, and rubbish or do any other thing necessary to secure compliance with the Restrictive Covenants so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of any Lot to pay such statement immediately upon receipt thereof. If payment is not made to the Association in accordance with the written notice, the Association may seek all remedies available to it through the Declaration and by law.

ARTICLE VIII  
Protection of Adjacent Property

During the construction of any improvements to a Lot the Builder Member will take all reasonable precautions as specified by the Declarant or the ARC to prevent erosion of soil onto adjoining property, including but not limited to, the construction of hay bale barriers around the perimeter of the Lot to which the improvements are being made. During any such construction, the Builder Member may make provision for and provide a port-a-let facility.

ARTICLE IX  
Use of Common Area

The entrance of the Subdivision will contain Common Area as defined in the Declaration or any conveyance document to the Association. Each Owner and their guest, invitees, and tenants must abide by the Restrictive Covenants relating to the use of the Common Area and by any Rules and Regulations established by the Association from time to time.

ARTICLE X  
Variances

The ARC, in its sole discretion, has the authority to grant variances of any setback line; to alter any setback line; to waive any encroachment across or into any setback line or easement (to the extent that the ARC has the authority to waive such encroachment into an easement); or to alter any Restrictive Covenant so long as the variance, alteration or encroachment does not, in the sole opinion of the ARC, diminish the value or overall integrity of the Subdivision. Such variance, alteration or waiver will be by written instrument in recordable form.

RESTRICTIVE COVENANTS – SOUTHERN DRAW

In the event a variance is requested, Owner or its contractor/builder must submit to the ARC, in duplicate, (a) a complete copy of the final Plans and Specifications, together with any supporting materials and a survey showing the encroachment across or into any setback line or easement, or other basis or grounds for the variance request; (b) a written request for the variance; and (c) contact information for the Owner and, if applicable, its contractor/builder. The request for a variance may be by direct delivery or by certified mail to the ARC. The ARC will send its written decision to the Owner and, if applicable, its contractor/builder, within 15 days of the ARC's receipt of a request for a variance. If a request for a variance is made prior to the construction of improvements and such variance is granted, the ARC's approval will be conditional and preliminary until all improvements are constructed. Upon final completion of the improvements, the Owner or its contractor/builder must submit to the ARC, in duplicate, an "as built" survey, reflecting the location of all improvements and the encroachment or subject of the variance. Final ARC approval and granting of the variance will not be given until the ARC receives the final submissions. In the event the encroachment or subject of the variance differs from and exceeds the original request for a variance, the Owner will be subject to a fine. Any fine assessed by the ARC must be paid in full before the ARC approves the request and grants the requested variance.

#### ARTICLE XI Additional Provisions

These Restrictive Covenants set forth above, and each of them, will be covenants running with the title to the Subdivision and every part thereof, and every re-subdivision thereof, until 20 years from the date of this instrument, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument signed in accordance with this provision has changed the Restrictive Covenants in whole or in part. So long as the Association has any Class B membership, these Restrictive Covenants may be amended only by written instrument approved by the Declarant without the necessity of joinder by any other Owner. When the Association no longer has any Class B membership, these Restrictive Covenants may be amended by written instrument approved by the affirmative vote of the Members of the Association holding at least 75% of the total votes. In the event of a change in the Restrictive Covenants by the Association, the amendment will be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Official Public Records of Real Property of Bell County, Texas. Any amendment so certified and recorded will be conclusively presumed to have been duly adopted.

These Restrictive Covenants are and will be, in part, an amendment to any Declaration. The Subdivision is included in any property owners' association formed for the benefit of the Subdivision, including but not limited to the Association and any Secondary Association, and is subject to all terms, conditions and provisions of the Declaration and all governing documents of the Association or Secondary Association. By its signature below, Declarant under the Declaration has approved and consented to the annexation of the Subdivision into the Association.

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.

All words defined under Article II of the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.

(The remainder of this page has been intentionally left blank.)

## LEGAL DESCRIPTION

All lots and blocks in Southern Draw, a subdivision in the City of Temple, Bell County, Texas, according to the map or plat of record in Cabinet D, Slide 171-A, Plat Records of Bell County, Texas;

LEGAL DESCRIPTION TO RESTRICTIVE COVENANTS TO  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIVE COVENANTS – SOUTHERN DRAW

028313/37736

Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513

---

Instrument Number: 2008-00007595

Recorded On: February 25, 2008

As  
Recordings

Parties: LRAS LLC

To SOUTHERN DRAW

Billable Pages: 14

Number of Pages: 15

Comment:

( Parties listed above are for Clerks reference only )

---

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

Recordings	66.00
Total Recording:	66.00

---

\*\*\*\*\* 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: 2008-00007595

Receipt Number: 26747

Recorded Date/Time: February 25, 2008 10:08:45A

User / Station: H Felipa - Cash Station 1

**Record and Return To:**

BAIRD CREWS SCHILLER & WHITAKER PC

15 N MAIN ST

ATTN MARY ANN

TEMPLE TX 76501



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

A handwritten signature in cursive script that reads "Shelley Coston".