

SECOND AMENDED RESTRICTIVE COVENANTS FOR
NORTHCLIFFE, PHASE II
A SUBDIVISION IN BELL COUNTY, TEXAS

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STATE OF TEXAS

COUNTY OF BELL

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§ KNOW ALL MEN BY THESE PRESENTS:

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The undersigned, being the owners of all of the lots in NORTHCLIFFE, PHASE II, do hereby ratify and confirm the Plat and Amended Dedication of NORTHCLIFFE, PHASE II, as recorded in Cabinet A, Slide 347-D, Plat Records of Bell County, Texas and Volume 2038, Page 743, Deed Records of Bell County, Texas, and do hereby make and impose the following restrictive covenants, in lieu of the restrictive covenants contained in Volume 2038, Page 743, as aforesaid, upon all of the lots in NORTHCLIFFE, PHASE II, according to the above referenced plat, which shall be covenants running with the land:

1. No lot or any part thereof shall be used except for residential purposes.
2. No lot or other lots shall be subdivided into smaller lots or parcels of land having an area less than 5,000 square feet for the purpose of building thereon.
3. No trailer house or trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.
4. No residence or dwelling unit shall be erected upon Lots One (1) through Thirteen (13), Block One (1) which shall contain less than two thousand (2,000) square feet of living (heated) area excluding the basement and the garage, whether enclosed or not. No residence or dwelling units shall be erected upon Lots One (1) through Twelve (12), Block Two (2) and Lots One (1) and Two (2), Block Three (3), containing less than one thousand eight hundred fifty (1850) feet.
5. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building shall be moved onto said addition for use as a dwelling.
6. Construction of new buildings and improvements only shall be allowed and new construction is limited to structures of not less than seventy-five percent (75%) masonry, masonry veneer, rock or stucco, exclusive of windows and doors.
7. Each mailbox shall be enclosed in masonry material identical to the masonry used on the house.
8. No building or any part thereof, such as a porch, landing, etc., shall be erected nearer than forty feet (40') from the front property line of said lot or tract adjacent to the street or roadway of which said lot faces, or nearer than ten feet (10') from a sideline of said tract or of the side property line formed by combining a lot and part of an adjoining lot into a building plot by the subdivision of said lots. However, Lots 1 and 2 in Block 3 and Lot 1 in Block 1 have a building set-back of 25' from the front property line.
9. All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.

10. 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 neighborhood.

11. No lot, street, or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer or boat, or any part thereof.

12. No vehicle with tonnage in excess of three fourth (3/4) ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day in, on or about the streets of said subdivision or park in, on or about the front or side yards of any lot therein. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles shall be in a garage or other approved facility which, in the opinion of the Architectural Control Committee, will not cause an unsightly condition.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All dogs, cats and other household pets shall not be allowed to roam the subdivision unattended, and must be kept in fenced enclosures, cages or on a leash at all times.

14. No fence shall be constructed or allowed to remain in front of the minimum building setback line and all fences behind the minimum building setback shall have maximum height of six feet (6'). All front fences facing a street must be constructed of wood or masonry material.

15. All attached garages must be rear or side entry. Detached garages may face the street on which the house fronts, provided the front of the garage is no closer to the street than the rear of the house. Detached garages may be connected to the house by means of a covered breezeway.

16. No lot shall be used or maintained as a dumping ground.

17. No open or outdoor privies shall be placed or permitted to be placed in this subdivision.

18. No sign or poster of any kind shall be allowed on any lot of said subdivision except one sign of not more than four (4) square feet in area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.

19. The construction of any storage or other out building on any lot within this subdivision must first be approved by the Architectural Control Committee.

20. No oil, gas or other mineral operations of any nature shall be permitted in said subdivision including the buildings, wells, tanks, excavations or derricks connected therewith.

21. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and a line connecting them at points twenty five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitation shall apply on any lot within ten feet (10') from the intersection of a street with the edge of a driveway

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or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

22. No individual water supply systems shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Temple, Texas, and the Bell County Health Department.

23. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the City of Temple, Texas, and the Bell County Health Department.

24. The undersigned shall create an Architectural Control Committee to consider variances and approve and/or disapprove the design, materials, plans and specifications, which are required by these covenants.

a. Review by Committee: No improvements shall be erected, placed or altered on any lot, nor shall any landscaping be performed unless complete plans, specifications, and lot plans therefor, showing exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, the general plan of landscaping, fencing, walls, and the grading plan shall have been submitted to an approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans is finally approved.

b. Purpose: The Architectural Control Committee shall exercise its judgment to see that all improvements, construction, landscaping and alterations on land within Northcliffe Phase II, conform to and harmonize with the existing and surrounding structures and that trees and environment are protected.

c. Procedures: The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed, and this procedure will be deemed to have been fully complied with.

d. Records: The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken.

e. Members: The Architectural Control Committee shall consist of not more than three (3) members. The following are hereby appointed to serve at this time: V. W. Barge, III, Gene Rutland, and Hal Anderson. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of this committee, the undersigned shall have full authority to designate a successor. The undersigned reserve the authority to remove without cause any committee member and appoint his replacement. Neither the members of the committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.

f. Modification: The Architectural Control Committee shall have the authority to modify or waive the masonry requirements. In addition, when in the opinion of the Architectural Committee, a waiver or modification of any other restrictive covenants herein would not impair or detract from the high quality

of this subdivision, it may by written instrument in recordable form waive or modify any such restriction.

g. Liability: The Architectural Control Committee shall not be liable in damages to any persons submitting requests for approval or to any owner within Northcliffe Phase II, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

25. No lot can be used for a street or thoroughfare without the written consent of the Architectural Committee.

26. No lot can be subdivided without the express written consent of the Architectural Committee.

✓ 27. No residence shall be erected, other than one detached single family residence and a private garage for not less than two cars.

28. Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials.

29. Upon application of any builder in the subdivision, the Architectural Committee is authorized to approve temporary uses that would not otherwise be allowed by these restrictions. Such exceptions shall be authorized only after a finding that the proposed temporary use shall be for the benefit of future residents of the subdivision.

30. The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

31. BARGE PROPERTIES, INC. hereby reserves the exclusive right to replat or resubdivide any or all of said Northcliffe Phase II subdivision without prior approval of owners of property within Northcliffe Phase II subdivision subsequent to the filing of these covenants.

32. The covenants, restrictions, conditions and limitations set forth above, shall be covenants running with the title of the above described tract and every part thereof, and every resubdivision thereof, until twenty (20) years from the date of this conveyance, and after which time said covenants, restrictions, limitations, and conditions shall be automatically extended for successive periods of ten (10) years thereafter unless an instrument signed by a majority of the then owners of said tract or resubdivision thereof, shall be duly executed and recorded, agreeing to change said covenants, restrictions, limitations and conditions in whole or in part.

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

34. Enforcement of these covenants, restrictions, conditions and limitations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, either to restrain violations or to recover damages.

35. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

36. NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC.

(a) Every record owner of a lot, whether one or more persons or entities, located in NORTHCLIFFE, PHASE II, a subdivision in Bell County, Texas, according to the plat recorded in Cabinet A, Slide 347-D, Plat Records of Bell County, Texas, shall be a member of the NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC., and shall be subject to the Articles of Incorporation and Bylaws of said non-profit corporation.

(b) Each member, jointly and severally, by the acceptance of a deed or other instrument of conveyance to a lot in NORTHCLIFFE, PHASE II, shall be deemed to covenant and agree to pay to the NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. the annual assessments on said lot as determined by the Board of Directors. The annual assessment, together with interest, costs and reasonable attorneys fees, if any, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each assessment shall also be the obligation of the person or entity who was the owner of such lot at the time when the assessment fell due.

(c) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the property. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of the lot.

(d) The lien of the assessments provided for herein shall be subordinate and inferior to any first lien upon the lot given to secure an obligation for purchase money or for construction costs. Sale or transfer of any lot shall not affect the assessment lien and any purchaser of a lot shall take it subject to any such liens for assessments.

All conveyances of lots within NORTHCLIFFE, PHASE II, shall be made by reference to said plat recorded in Cabinet A, Slide 347-D, Plat Records of Bell County, Texas, and all such conveyances shall be subject to the restrictive covenants as set forth in this document.

These Amended Restrictive Covenants shall be retroactive and shall be effective as of May 2, 1984.

DATED this the 24th day of March, 1986.

BARGE PROPERTIES, INC.

BY: Vernon W. Barge, III

VERNON W. BARGE, III

ITS: President

REGENCY HOMES, INC.

BY: Sheila E. Barge

ITS: President

Lot 9, Block 2, Phase II

Lot 3, Block 2, Phase II

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Billy C. Brown
BILLY C. BROWN

Brinda Brown
Brinda Brown

Lot 1, Block 1, Phase II

GENE RUTLAND
dba RUTLAND HOMES

BY: Gene Rutland

ITS: Present

Lot 5, Block 2, Phase II

THE STATE OF TEXAS

COUNTY OF BELL

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This instrument was acknowledged before me on this the 24th day of March, 1986, by VERNON W. BARGE, III, President of BARGE PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

Barbara A. Backer
Notary Public State of Texas

My commission expires: 9-17-89

THE STATE OF TEXAS

COUNTY OF BELL

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This instrument was acknowledged before me on this the 27th day of May, 1986, by Gene Rutland, President of REGENCY HOMES, INC., a Texas corporation, on behalf of said corporation.

Barbara A. Backer
Notary Public State of Texas

My commission expires: 9-17-89

THE STATE OF TEXAS

COUNTY OF BELL

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This instrument was acknowledged before me on this the 12th day of June, 1986, by BILLY C. BROWN and wife, BRINDA BROWN.

Barbara A. Backer
Notary Public State of Texas

My commission expires: 9-17-89

THE STATE OF TEXAS

COUNTY OF BELL

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This instrument was acknowledged before me on this 18th day of June, 1986, by Gene Rutland, President of RUTLAND HOMES.

Barbara A. Backer
Notary Public State of Texas

My commission expires: 9-17-89

FILED FOR RECORD THIS
MRS RUBY NC Kee COUNTY CLERK

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BY
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DAY OF
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July

1986

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