

Northcliffe, Phase V

A SUBDIVISION IN BELL COUNTY, TEXAS

DEDICATION AND RESTRICTIVE COVENANTS

STATE OF TEXAS ()
 ()
COUNTY OF BELL () KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owner of a certain tract of land out of the George W. Lindsey Survey and the S. P. Terry Survey, Bell County, Texas, being more particularly described by metes and bounds on the attached Exhibit "A", and the undersigned does hereby adopt the attached Map and Plat of Northcliffe, Phase V, a Subdivision to the City of Temple, Bell County, Texas, said Plat being attached hereto marked Exhibit "B" and incorporated herein for all pertinent purposes. The acres of land comprising Northcliffe Phase V is the same land surveyed on the ground and described in field notes prepared by Mitchell and Associates, Inc. dated which perimeter field notes are attached hereto, marked Exhibit "A" and incorporated herein for all pertinent purposes; and,

The undersigned does hereby DEDICATE to Bell County, Texas, and to the public use and for public purposes the streets, avenues, roads, and alleys as shown on said Plat marked Exhibit "B", and the undersigned does hereby stipulate and agree that all conveyances hereafter of any part of Northcliffe Phase V shall be by reference to said Plat and Dedication, and the undersigned does GIVE, GRANT, CONVEY, AND DEDICATE to Bell County, Texas, for public use and benefit, the easements as shown on said Plat, marked Exhibit "B" for the installation, use, repair, and maintenance of all public utilities, including but not limited to telephone, electric, water, and drainage together with all reasonable and necessary ingress and egress incidental thereto and reference is hereby made to such Plat for the location of all easements.

The undersigned does further make and impose the following restrictions, covenants and limitations with reference to the use of the land comprising Northcliffe Phase V, which shall be covenants running with the land:

1. No lot or any part thereof shall be used except for residential purposes.
2. No trailer house or trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.
3. All residences shall contain no less than three thousand (3,000) square feet of living area.
4. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building shall be moved onto said addition for use as a dwelling.
5. 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.
6. Each mailbox shall be enclosed in masonry material identical to the masonry used on the house or a cast iron mailbox the design of which can be provided by the Architectural Control Committee.
7. No building or any part thereof, such as a porch, landing, etc. shall be erected nearer than twenty-five feet (25') from the front property line of said lot or tract adjacent to the street or roadway of which said lot faces, or nearer than five feet (5') from a sideline of said tract or of the

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side property line formed by combining a lot and part of an adjoining lot into a building plot by the subdivision of said lots.

8. 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.
9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.
10. No lot, street, or alley of this subdivision shall be used for parking or storage, temporary or otherwise, or any abandoned or inoperable vehicle, trailer or boat, or any part thereof.
11. 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 shall not cause an unsightly condition.
12. 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 animals which are allowed on the premises by these restrictions shall not be allowed to roam the subdivision unattended, and must be kept in fenced enclosures, cages, or on a leash at all times.
13. 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.
14. 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.
15. No lot shall be used or maintained as a dumping ground.
16. No open or outdoor privies shall be placed or permitted to be placed in this subdivision.
17. 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.

18. The construction of any storage or other out building on any lot within this subdivision must first be approved by the Architectural Control Committee.
19. 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.
20. 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.
21. 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.
22. 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 therefore, 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 and 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 judgement to see that all improvements, construction, landscaping and alterations on land within Northcliffe Phase V, 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 requests have been submitted, approval will be presumed, and this procedure will be deemed to have been fully complied with.
 - d. In the event the Architectural Control Committee shall refuse to approve any plans and specifications for whatever reason, then the owner requesting approval of such plans and specifications shall have the right to approach each of the other owners to secure written approval of at least 75% of then current owners, which approval or disapproval shall be final. Neither the Developer/Seller nor the Architectural Control Committee shall have any personal liability for refusing to approve any plans and specifications, and any owner waives his/her right to any cause for action for such refusal of approval of such plans and specifications.
 - e. Records: The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken.

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- f. **Members:** The Architectural Control Committee shall consist of not more than three (3) members. The following two (2) persons are hereby appointed to serve at this time: V. W. Barge, III, 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.
- g. **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 Control 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 be written instrument in recordable form waive or modify any such restriction.
- h. **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 V, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.
23. No lot can be used for a street or thoroughfare without the written consent of the Architectural Committee.
24. No lot can be subdivided without express written consent of the Architectural Committee.
25. No residence shall be erected, other than detached single family residence and a private garage for not less than two cars.
26. Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials. Driveways shall be constructed such that there is no impedence of the flow of drainage runoff within the dedicated right-of-way.
27. 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.
28. The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.
29. Belton Holding Corporation, hereby reserves the exclusive right to replat or resubdivide any or all of said Northcliffe Phase V Subdivision without prior approval of owners of property within Northcliffe Phase V Subdivision subsequent to the filing of these covenants.

30. 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.
31. Invalidation of any one or more of the covenants, restrictions, conditions and limitations by judgement or court order, shall in no way affect any of the provisions hereof which shall remain and continue in full force and effect.
32. Enforcement of the 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.
33. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.
34. There shall be no hunting or discharge of firearms of any kind allowed in this subdivision.
35. Should it become necessary for the Owners/developer/seller or an owner to retain the services of an attorney for the specific enforcement of the restrictions contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.
36. Lot 1 Block 2 is restricted from any driveway or vehicular access directly from Crescent Drive. All access must come from Point View Drive. Any fencing on Lot 1 Block 2 must be of brick material to blend with the entry columns and approved by the Architectural Control Committee.
37. (a) A lot owner will become a member of the Northcliffe Homeowner's Association, Inc. upon receiving a deed from the Subdivision developer, Belton Holding Corporation, and shall be subject to the Articles of Incorporation and By Laws 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 V, 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.

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(c) Any assesment 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.

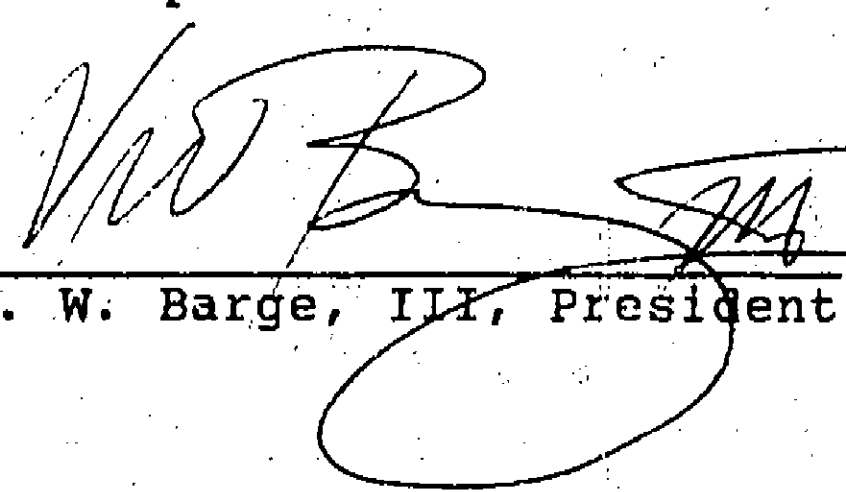
(d) The lien of the assessments provided for herein shall be subordinate and inferior to any first lien upon the lot given to secure an obligation for purchase money or for construction costs. Sale or transfer of any lot shall not affect the assessment lien and any purchase of a lot shall take it subject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

All conveyances of lots within NORTHCLIFFE, PHASE V, shall be made by reference to said plat recorded in Cabinet _____, Slide _____, Plat Records of Bell County, Texas, and all conveyances shall be subject to the restrictive covenants as set forthin this document.

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BELTON HOLDING CORPORATION
A Texas Corporation

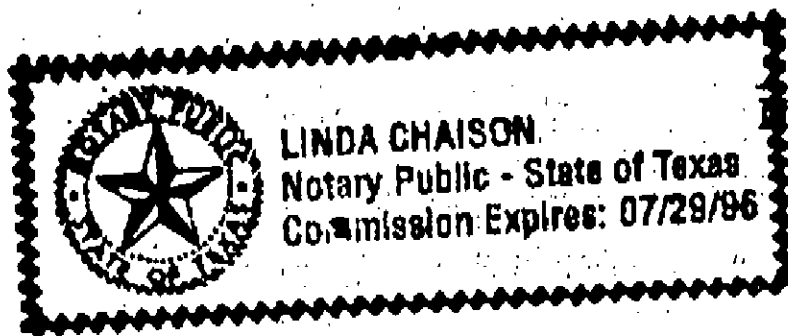
By:


V. W. Barge, III, President

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 9th day of February, 1993, by V. W. BARGE, III, President (title) of BELTON HOLDING CORPORATION, A Texas corporation, on behalf of said corporation.




NOTARY PUBLIC, STATE OF TEXAS

Notary's name (printed)

Notary's commission expires:

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