

This Dedication and Restrictive Covenants has been corrected and is being refiled as correction Dedication and Restrictive Covenants to take the place of the Dedication and Restrictive Covenants as recorded in Volume 2931, Page 320 of the Official Public Records of Real Property of Bell, Texas. As originally executed and filed, the Dedication and Restrictive Covenants mistakenly left off Exhibit A which was to have been attached to such document. In all other respects this correction Dedication and Restrictive Covenants is the same as the original Dedication and Restrictive Covenants.

BELTON HOLDING CORPORATION
A Texas Corporation

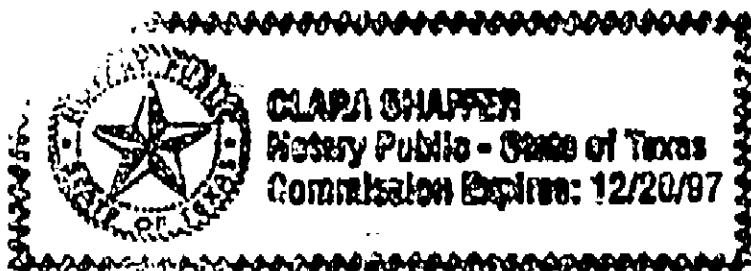
By: V.W. BARGE, III, President

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

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§

This instrument was acknowledged before me on this the 12th day of JUNE, 1995, by V.W. BARGE, III, President (title) of BELTON HOLDING CORPORATION, a Texas corporation, on behalf of said corporation.



Clara Shaffer
NOTARY PUBLIC, STATE OF TEXAS

Printed name of Notary:

Commission Expires: _____

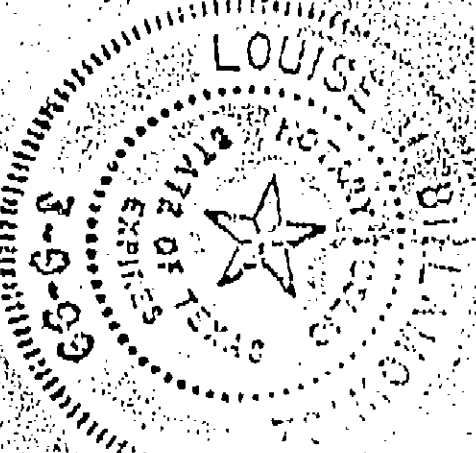
Dr. James S. Weinblatt (Dr. James S. Weinblatt)
DR. JAMES S. WEINBLATT

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

§
§

This instrument was acknowledged before me on this the 13th day of JUNE, 1995, by DR. JAMES S. WEINBLATT.



Louise M. Bielamowicz
NOTARY PUBLIC, STATE OF TEXAS

Printed name of Notary:

Louise M. Bielamowicz

Commission Expires: 3-09-99

AFTER RECORDING, RETURN TO:

BURROWS, BAIRD, MILLER & CREWS
Attorneys-at-Law
401 North 3rd Street, 2nd Floor
Post Office Box 1260
Temple, Texas 76503-1260

PREPARED IN THE LAW OFFICE OF:
MLS:pmc
BURROWS, BAIRD, MILLER & CREWS
Attorneys-at-Law
401 North 3rd Street, 2nd Floor
Post Office Box 1260
Temple, Texas 76503-1260

VOL. 3343 PAGE 462

Northcliffe, Phase IV
A SUBDIVISION IN BELL COUNTY, TEXAS
DEDICATION AND RESTRICTIVE COVENANTS

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

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 IV, 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 IV 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 IV 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 IV, 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 one thousand eight hundred, and fifty (1,850) 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 mail box 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 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.

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MAY 8 1995

 *Vada Sutton*
CO. CLERK, BELL CO., TX

VOL. 3343 PAGE 463

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 be or may become an annoyance or nuisance to the neighborhood.

10. 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.

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 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.

13. Fences shall be constructed of wood, brick or other masonry material, unless a variance is granted by the Architectural Control Committee.

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 derrocks 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.

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VOL. 334 PAGE 464

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 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 judgment to see that all improvements, construction, landscaping and alterations on land within Northcliffe IV 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. Darge, III, Gary Thweatt, 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 Control Committee, a waiver or modification of any other restrictive covenants herein would not impair or detract from the high quality of the 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 submitted requests for approval or to any owner within Northcliffe Phase IV 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. Driveways utilizing culverts shall not be permitted unless approved prior to construction by the Architectural Control Committee or its Engineer.

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.

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MAY 8 1995



Vada Sutton
CO. CLERK, BELL CO., TX

VOL. 3343 PAGE 465

29. Belton Holding Corporation, hereby reserves the exclusive right to replat or resubdivide any or all of said Northcliffe Phase IV Subdivision without prior approval of owners of property within Northcliffe Phase IV 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. NORTHCLIFFE HOMEOWNERS ASSOCIATIONS, INC.

(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 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 IV, 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 purchase of a lot shall take it subject to any such liens for assessments.

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

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MAY 8 1995


Linda Sutton
CO. CLERK, BELL CO., TX

VOL. 334 PAGE 466

BELTON HOLDING CORPORATION
A Texas Corporation

By: [Signature]
V. W. BARGE, III, President

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 12th day of January, 1993 by V. W. BARGE, III, President (title) of BELTON HOLDING CORPORATION, A Texas corporation, on behalf of said corporation.



[Signature]
NOTARY-PUBLIC, STATE OF TEXAS

BONNIE MITCHELL
Notary's name (printed)

Notary's commission expires: 10-31-96

VOL. 3343 PAGE 467

[Signature]
DR. JAMES S. WEINBLATT

STATE OF TEXAS
COUNTY OF BELL

SEE Amendment 34 B

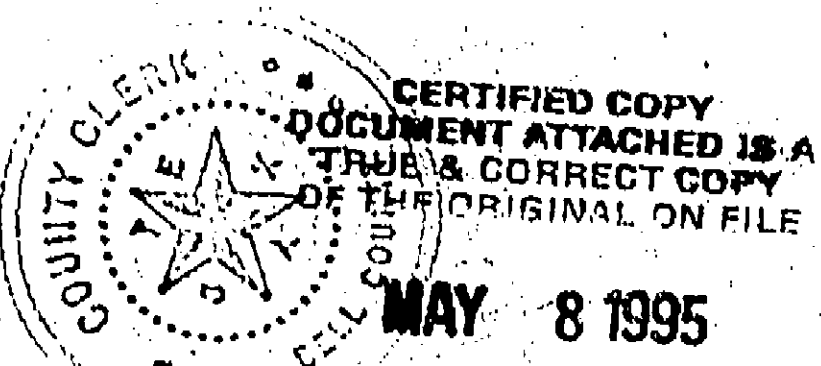
This instrument was acknowledged before me on the 2 day of Oct, 1992, by DR. JAMES S. WEINBLATT, owner of Lot 14, Block 3, and Lots 11 & 12, Block 4, Northcliffe, Phase IV, Bell County, Texas.



[Signature]
NOTARY-PUBLIC, STATE OF TEXAS

Louise Bielamowicz
Notary's name (printed)

Notary's commission expires 3-9-95



Vada Sutton
CO. CLERK, BELL CO., TX
L. Engleholm

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VADA SUTTON
CLERK BELL COUNTY TX
DEPUTY

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Northcliffe Phase III
Road Right-Of-Way
4682-D

ORIGINAL
POOR QUALITY

FIELD NOTES for a road right-of-way in Bell County, Texas, part of the S. P. Terry Survey, Abstract No. 812, and the land herein described being a part of that certain 60.557 acre tract described in a deed to "Four Barge, Inc.", A Texas Corporation, from Vernon W. Barge, III, being of record in Volume 2131, Page 39, Deed Records of Bell County, Texas.

BEGINNING at an iron rod being the southwest corner of Lot 13, Block 3, Northcliffe, Phase III, an Addition to Bell County, Texas, being of record in Cabinet B, Slide 145-A, Plat Records of Bell County, Texas, for the beginning of this.

THENCE N. 57° 12' 50" W., 50.24 feet to an iron rod being the northeast corner of Lot 10, Block 4, of said addition, for a corner of this.

THENCE N. 38° 22' 08" E., 594.42 feet to an iron rod beginning a curve to the right, for a corner of this.

THENCE with said curve, 99.36 feet (Long Chord bears N. 44° 30' 38" E., 99.17 feet, having a radius of 463.45 feet) to an iron rod beginning a curve to the left, for a corner of this.

THENCE with said curve, 85.09 feet (Long Chord bears N. 36° 03' 22" E., 84.17 feet, having a radius of 167.00 feet) to an iron rod beginning a curve to the right, for a corner of this.

THENCE with said curve, 254.17 feet (Long Chord bears N. 65° 05' 30" E., 230.30 feet, having a radius of 166.88 feet) to an iron rod for a corner of this.

THENCE S. 71° 16' 34" E., 252.40 feet, to an iron rod beginning a curve to the left, for a corner of this.

THENCE with said curve 35.79 feet, (Long Chord bears S. 86° 15' 13" E., 35.38 feet, having a radius of 68.45 feet) to an iron rod beginning a curve to the right, for a corner of this.

THENCE with said curve 61.94 feet (Long Chord bears S. 86° 14' 30" E., 61.23 feet, having a radius of 118.37 feet) to an iron rod for a corner of this.

THENCE S. 71° 15' 08" E., 71.75 feet to an iron rod beginning a curve to the right, for a corner of this.

THENCE with said curve 70.67 feet (Long Chord bears S. 59° 55' 00" E., 70.21 feet, having a radius of 178.61 feet) to an iron rod being the southwest corner of Lot 1, Block 3, Northcliffe Phase II, an Addition to Bell County, Texas, being of Record in Cabinet A, Slide 347-D, Plat Records of Bell County, Texas, for a corner of this.

THENCE S. 41° 25' 08" W., 50.00 feet to an iron rod in the north line of Lot 12, Block 2, of said addition, for a corner of this.

THENCE with said north line, and a curve to the left, 50.89 feet (Long Chord bears N. 59° 55' 00" W., 50.56 feet, having a radius of 128.61 feet) to an iron rod for a corner of this.

THENCE continuing with said north line, N. 71° 15' 08" W., 71.75 feet to an iron rod being the northwest corner of said Lot 12, and beginning a curve to the left, for a corner of this.

THENCE with said curve, 35.77 feet (Long Chord bears N. 86° 14' 31" W., 35.37 feet, having a radius of 68.37 feet) to an iron rod beginning a curve to the right, for a corner of this.

THENCE with said curve, 61.93 feet (Long Chord bears N. 86° 15' 13" W., 61.22 feet, having a radius of 118.45 feet) to an iron rod for a corner of this.

EXHIBIT " A "
Page 1 of 4 Pages

VOL. 3343 PAGE 468

THENCE N. 71° 16' 34" W., 252.40 feet to an iron rod beginning a curve to the left for a corner of this.

THENCE with said curve 178.01 feet (Long Chord bears S. 65° 05' 30" W., 161.30 feet, having a radius of 116.88 feet) to an iron rod beginning a curve to the right, for a corner of this.

THENCE with said curve, 110.57 feet (Long Chord bears S. 36° 03' 22" W., 109.37 feet, having a radius of 217.00 feet) to an iron rod beginning a curve to the left, for a corner of this.

THENCE with said curve, 88.64 feet (Long Chord bears S. 44° 30' 38" W., 88.47 feet, having a radius of 413.45 feet) to an iron rod, for a corner of this.

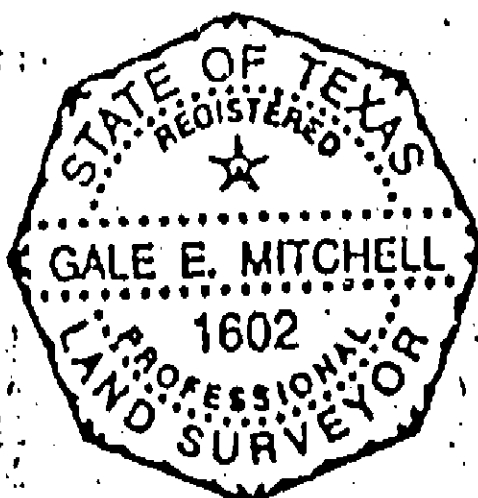
THENCE S. 38° 22' 08" W., 589.54 feet to the PLACE OF BEGINNING containing 1.702 acres of land.

STATE OF TEXAS §

COUNTY OF BELL §

KNOW ALL MEN BY THESE PRESENTS, that I, Gale E. Mitchell, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS WHEREOF, my hand and seal this the 8th day of April, 1992, A. D.



Gale E. Mitchell

Gale E. Mitchell
Registered Professional
Land Surveyor No. 1602

ORIGINAL
POOR QUALITY

EXHIBIT "A"
Page 2 of 4 Pages

VOL. 3343 PAGE 469

NORTHCLIFFE PHASE IV
(Bill Barge)
4682-D 5833-D

ORIGINAL
POOR QUALITY

FIELD NOTES for a tract of land in Bell County, Texas, a part of the S.P. Terry Survey, Abstract No. 312, and the land herein described being a part of that certain 60.557 acre tract described in a deed to "FOUR BARGE, INC." a Texas Corporation, from Vernon W. Barge, III, being of record in Volume 2131, Page 39, Deed Records of Bell County, Texas.

BEGINNING at an iron pipe in the north line of said 60.557 acres that bears, N. 71° 16' 08" W., 469.69 feet, from a U.S. Corps of Engineers brass capped concrete monument inscribed "A-47-9", the northeast corner of said 60.557 acre tract, for the northeast corner of this.

THENCE with the west line of Lot 1, Block 3, Northcliffe Phase II, a subdivision of Bell County, Texas, being of record in Cabinet A, Slide 347-D, Plat Records of Bell County, Texas, S. 18° 44' 34" W., 138.90 feet, to an iron rod, the southwest corner of said Lot 1, Block 3, for a corner of this.

THENCE S. 41° 25' 08" W., 50.00 feet, to an iron rod in the north line of Lot 12, Block 2, of Northcliffe Phase II, for a corner of this.

THENCE with said north line and the arc of a curve to the left, 50.89 feet (Long Chord bears N. 59° 55' 00" W., 50.56 feet, having a radius of 128.61 feet) and N. 71° 15' 08" W., 71.75 feet, to an iron pipe, the northwest corner of said Lot 12, Block 2, for an ell corner of this.

THENCE with the west line of said Block 2, S. 43° 59' 01" W., 554.66 feet, an iron pipe, S. 30° 28' 08" W., 313.56 feet, to an iron rod, for the northeast corner of Northcliffe Phase III, an addition to Bell County, Texas, for the southeast corner of this.

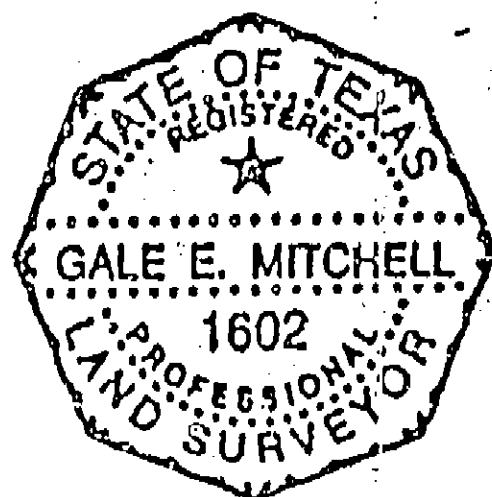
THENCE N. 59° 17' 27" W., 387.07 feet, S. 38° 22' 08" W., 156.40 feet, N. 57° 12' 50" W., 50.24 feet, and N. 51° 37' 52" W., 200.00 feet, with the north line of said Northcliffe Phase III, to an iron rod, for the northwest corner of said Northcliffe Phase III, for the southwest corner of this.

THENCE N. 38° 22' 08" E., 1031.15 feet, to an iron rod, for the northwest corner of said 60.557 acre tract, for the northwest corner of this.

THENCE with the north line of said 60.557 acre tract, also being the south line of Woodland Trails II, a subdivision of Bell County, Texas, being of record in Cabinet A, Slide 38-B, Plat Records of Bell County, Texas, S. 71° 16' 34" E., 762.84 feet, to the PLACE OF BEGINNING, containing 15.122 acres of land.

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
COUNTY OF BELL : Gale E. Mitchell, Registered Professional
Land Surveyor, do hereby certify that I
did cause to be surveyed on the ground the
above described tract of land and to the
best of my knowledge and belief, the said
description is true and correct.

IN WITNESS THEREOF, my hand and seal this the 17th day of February, 1992 A.D.



Gale E. Mitchell
Registered Professional
Land Surveyor No. 1602

EXHIBIT "A"
Page 3 of 4 Pages

BY VADA SUTTON
CLERK BELL COUNTY
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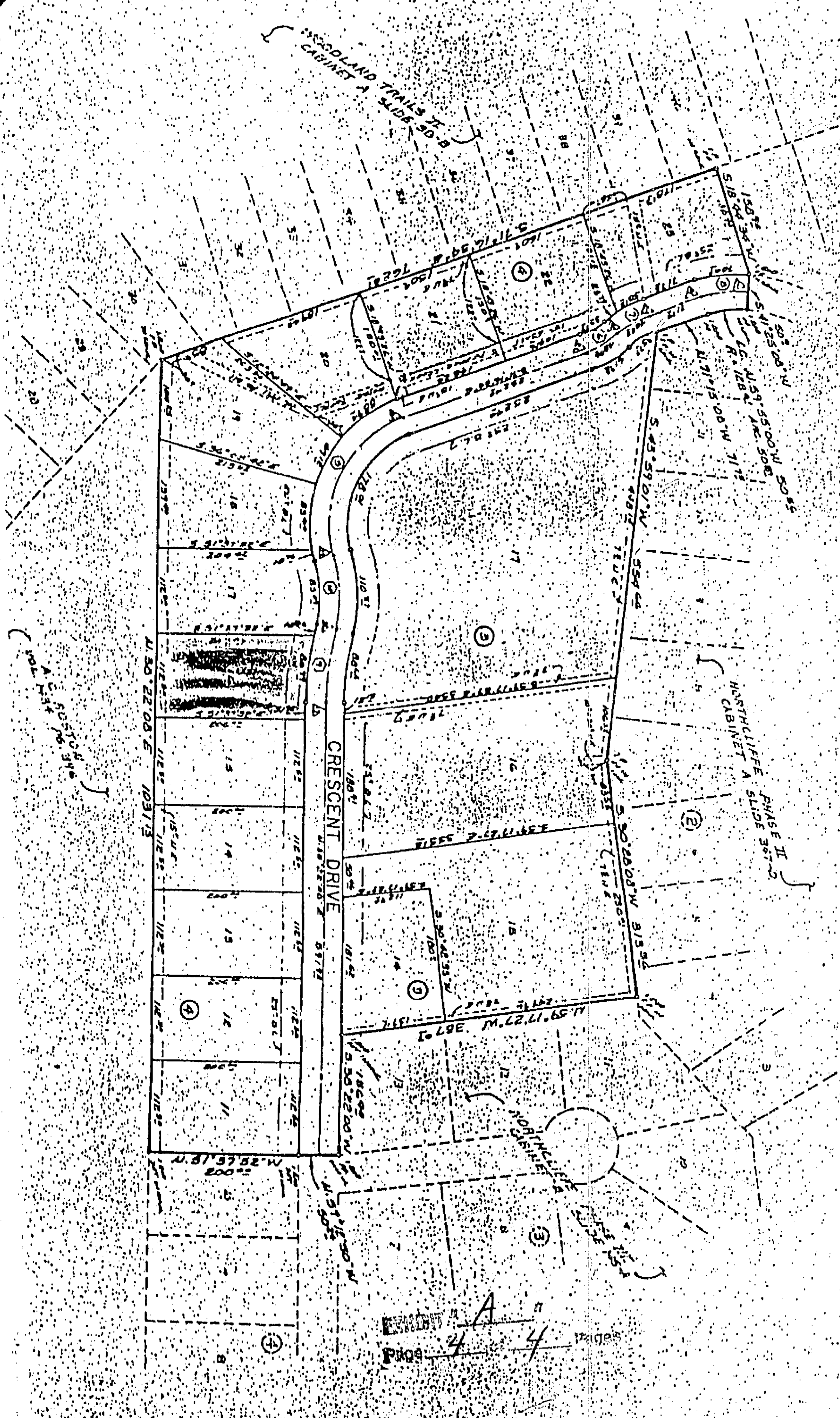
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VOL 3343 PAGE 471



Page 4 of 4

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VOL. 3343 PAGE

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