

**RESTRICTIVE COVENANTS FOR NORTHCLIFFE, PHASE VIII,
A SUBDIVISION IN BELL COUNTY, TEXAS**

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

ANSLEY CORPORATION, a Texas corporation ("Declarant") and the undersigned are the owners of that certain tract of land in Bell County, Texas, part of the George W. Lindsey Survey, Abstract Number 513 and the land herein described being part of that certain tract known as 153.4 acres described in a deed from T. A. Coulter and wife, Martha Coulter, to G. W. Mitchell, dated December 6, 1940, being of record in Volume 483, Page 499, Deed Records of Bell County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and expressly made a part hereof for all purposes, and being the same property known as **NORTHCLIFFE PHASE VIII, a subdivision of the City of Temple, Bell County, Texas and its extraterritorial jurisdiction** ("Subdivision").

Declarant does hereby make and impose the following covenants, conditions and restrictive covenants upon the land known as **NORTHCLIFFE PHASE VIII** and described in Exhibit "A" attached hereto, which will be covenants running with the land, for the purposes herein set forth as follows:

1. No lot or any part thereof ("Lot") will be used except for residential purposes. However, prior to the construction of a residence or dwelling unit upon a Lot, Declarant, in Declarant's sole discretion, may dedicate a public road across such Lot or any Lot in the Subdivision.
2. No Lot can be used for a street or thoroughfare without the written consent of the Architectural Control Committee.
3. No Lot can be subdivided into smaller lots or parcels of land without the express written consent of the Architectural Control Committee.
4. No trailer house or trailer, mobile home, basement, tent, shack, or garage will ever be used as a dwelling, temporary or permanent.
5. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building will be moved onto said addition for use as a residence.
6. No residence may be erected, other than one (1) detached single family residence not to exceed two stories in height and a private garage for not less than two cars. All attached garages must be rear or side entry. Attached garages must be constructed in such a manner as to not open toward or face any street. Detached garages may face the street provided the front of the garage is no closer to the street than the rear base lien of the residence. Detached garages may be connected to the house by means of a covered breezeway. However, the Architectural Control Committee reserves the right to allow front entry garages if, in the sole opinion of the committee, there is architectural compatibility with the house and lot.
7. No residence will be erected upon any Lot or resubdivision thereof, as permitted herein, that contains less than One Thousand, Eight Hundred (1,800) square feet of living (heated) area excluding the basement and the garage whether enclosed or not. This restriction will not prevent the construction of attached or detached garages or other out buildings where the main building conforms to the square footage of area as herein required.
8. Construction of new buildings and improvements only will 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.

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9. Driveway and parking pad material will be of concrete, concrete aggregate, or brick materials. Driveways will be constructed such that there is no impedance of the flow of drainage runoff within the dedicated right-of-way.
10. Each mailbox will be enclosed in masonry material identical to the masonry used on the house or a cast iron mailbox, the design of which must be provided by the Architectural Control Committee.
11. All residences, buildings and structures must be constructed, placed and maintained in conformity with platted setback lines or setback lines required at the time of approval of the plat of the Subdivision. However, unless a variance is granted by the Architectural Control Committee, all Lots must have a 7.5' side building setback line and a ten foot (10') rear building setback line.
12. All restrictive covenants and conditions will apply to future remodeling of and additions to residences and buildings and to rebuilding in case of total or partial destruction of any existing structure.
13. No noxious or offensive activity may be carried on upon a Lot nor will anything be done upon a Lot that may be or may become an annoyance or nuisance to the neighborhood.
14. No Lot, street, or alley of this Subdivision may be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer or boat, or any part thereof.
15. No vehicle with tonnage in excess of three/ fourth (3/4) ton, camper, trailer, mobile home, motor home or boat will be permitted to park overnight or for extended periods during the day in, on or about the streets of the Subdivision or park in, on or about the front or side yards of any Lot therein. No boat, camper, trailer or any other vehicle will be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles may be in a garage or other approved facility which, in the opinion of the Architectural Control Committee, will not cause an unsightly condition.
16. No animals, livestock or poultry of any kind will 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 that are allowed on a Lot within the Subdivision may not be allowed to roam the Subdivision unattended, and must be kept in fenced enclosures, cages, or on a leash at all times.
17. No fence may be constructed or allowed to remain in front of the minimum building setback line and all fences behind the minimum building setback will have maximum height of six feet (6'). All front fences facing a street must be constructed of wood or masonry material.
18. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadway will 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 will apply on any Lot within ten feet (10') from the intersection of a street with the edge of a driveway or alley pavement. No trees will 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.
19. No Lot may be used or maintained as a dumping ground.
20. No open or outdoor privies may be placed or permitted to be placed in this Subdivision.
21. No sign or poster of any kind will be allowed on any Lot of the 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.

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22. The construction of any storage or other out building on any Lot within the Subdivision must first be approved by the Architectural Control Committee.
23. No oil, gas or other mineral operations of any nature will be permitted in the Subdivision including the buildings, wells, tanks, excavations or derricks connected therewith.
24. There will be no hunting or discharge of firearms of any kind allowed in the Subdivision.
25. No individual water supply systems will be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Bell County Health Department.
26. No individual sewage disposal system will be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Bell County Health Department.
27. The undersigned will create an Architectural Control Committee to consider variances and approve and/or disapprove the design, materials, plans and specifications, and all other matters which are required by these covenants.
 - a. Review by Committee: No improvements may be erected, placed or altered on any Lot, nor may 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 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 will exercise its judgment to see that all improvements, construction, landscaping and alterations on land within Northcliffe, Phase VIII, conform to and harmonize with the existing and surrounding structures and that trees and environment are protected.

Procedures: The Architectural Control Committee will 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.

- c. Records: The Architectural Control Committee will maintain written records of all applications submitted to it and of all actions taken.
- d. Members: The Architectural Control Committee will consist of up to, but not more than three (3) members. The following two (2) are initially appointed to serve at this time: V. W. Barge, III, and George Brown. 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 has full authority to designate a successor. The undersigned reserves the authority to remove without cause any committee member and appoint his replacement. Neither the members of the committee nor its designated representative will be entitled to any compensation for the services performed pursuant to this covenant.
- e. Modification: The Architectural Control Committee will 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, the Architectural

Control Committee may, by written instrument in recordable form, waive or modify any such restriction.

- f. Liability: The Architectural Control Committee will not be liable in damages to any persons submitting requests for approval or to any owner within Northcliffe, Phase VIII, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.
28. 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 may be authorized only after a finding that the proposed temporary use will be for the benefit of future residents of the Subdivision.
29. The owners or occupants of all Lots at all times will keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.
30. Declarant reserves the exclusive right to replat or resubdivide any or all of said Northcliffe, Phase VIII Subdivision without the prior approval of any owners of property within Northcliffe, Phase VIII Subdivision subsequent to the filing of these covenants.
31. The covenants, restrictions, conditions and limitations set forth above, will 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 will 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, is duly executed and recorded, agreeing to change said covenants, restrictions, limitations and conditions in whole or in part.
32. Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, will in no way affect any of the other provisions hereof which will remain and continue in full force and effect.
33. Enforcement of these covenants, restrictions, conditions and limitations may 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.
34. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.
35. Should it become necessary for the Declarant or other 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. NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC.:
 - a. Every record owner of a Lot, whether one or more persons or entities, located in NORTHCLIFFE, PHASE VIII, will be a member of the NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. ("Association") upon receiving a deed from the Declarant, or subsequent owner, and will 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 platted Lot in NORTHCLIFFE, PHASE VIII, will be deemed to covenant and agree to pay to the Association the annual assessments on its respective Lot as determined by the Board of Directors. The annual assessment, together with interest, costs and reasonable attorneys fees, if any, will be a charge on the land and will be a

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continuing lien upon the Lot against which each assessment is made. Each assessment will 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 may bear interest from the due date at the rate of ten percent (10%) per annum. The Association 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 will 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 will not affect the assessment lien and any purchaser of a Lot will take it subject to any such liens for assessments.

All conveyances of Lots within NORTHCLIFFE PHASE VIII, will be made by reference to the plat recorded in Cabinet D, Slide 101-D, Plat Records of Bell County, Texas, and all such conveyances will be subject to the restrictive covenants as set forth in this document.

Dated this 19th day of July, 2006.

ANSLEY CORPORATION,
A Texas corporation

By: VW B
V. W. BARGE, III, President

(ACKNOWLEDGMENT)

STATE OF TEXAS §
COUNTY OF BELL §

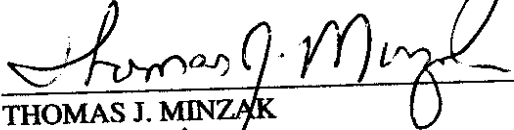
This instrument was acknowledged before me on July 19, 2006, by V. W. BARGE, III, in his capacity as President of ANSLEY CORPORATION, a Texas corporation, on behalf of said corporation.

Rene Murray
NOTARY PUBLIC



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We, THOMAS J. MINZAK and wife, DEBRA S. MINZAK, approve, consent to and ratify the imposition of the herein enumerated restrictive covenants upon the lands composing the Subdivision known as NORTHCLIFFE, PHASE VIII, and specifically upon Lots 12 and 13, Block 3, Northcliffe, Phase VIII, a subdivision in Bell County, Texas, according to the map or plat of record in Cabinet D, Slide 121-D, Plat Records of Bell County, Texas.

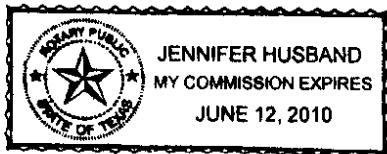

THOMAS J. MINZAK

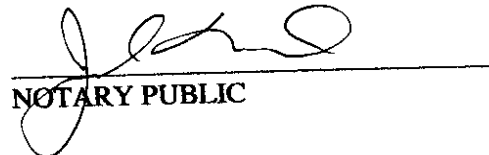

DEBRA S. MINZAK

(ACKNOWLEDGMENT)

STATE OF TEXAS §
COUNTY OF BELL *Tarrant* §

This instrument was acknowledged before me on July 27, 2006,
by THOMAS J. MINZAK.

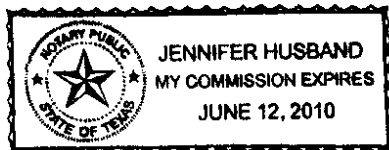



NOTARY PUBLIC

(ACKNOWLEDGMENT)

STATE OF TEXAS §
COUNTY OF BELL *Tarrant* §

This instrument was acknowledged before me on July 27, 2006,
by DEBRA S. MINZAK.




NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:

crm
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.
Attn: Thomas C. Baird
15 North Main Street
Temple, Texas 76501

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

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EXHIBIT "A"

Field Notes for a **9.784 acre** tract of land in Bell County, Texas, part of the George W. Lindsey Survey Abstract Number 513 and the land herein described being part of that certain tract known as 153.4 acres described in a deed from T. A. Coulter and wife, Martha Coulter to G. W. Mitchell, dated December 6, 1940, being of record in Volume 483 Page 499, Deed Records of Bell County, Texas.

Beginning at a ½" iron rod found, placed in concrete, in the south right of way line of FM 2305, being the northeast corner of a tract to A.C. Boston, being of record in Volume 4027 Page 706, Official Public Records of Real Property Bell County, Texas and being the most northerly northwest corner of a 1.82 acres easement of right of use for ingress, egress, upon one certain path, trail, or road described in a deed from Lois Mitchell Brown, the only heir-at-law of G.W. Mitchell to County of Bell State of Texas, being of record in Volume 1939 Page 777, Deed Records of Bell County, Texas, for the most northerly northwest of this.

THENCE with the south right of way line of F.M. 2305 **S. 74°45'48" E., 38.65 feet**, a ½" iron rod found, placed in concrete, and **S. 73°41'14" E., 11.35 feet** to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" set, for the most northerly, northeast corner of this.

THENCE S. 15° 53' 24" W., 326.19 feet, to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" set, for an ell corner of this.

THENCE S. 70° 05' 48" E., 65.09 feet, to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" set at the beginning of a curve to the right, for a corner of this.

THENCE 128.57 feet, with said curve to the right (*Long Chord bears S. 53° 43' 34" E., 126.83 feet, having a radius of 225.00 feet*), to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" set, for a corner of this.

THENCE N. 57° 02' 22" E., 262.01 feet, to a ½" iron rod found, being a corner of a tract to Samuel Hicks, being of record in Volume 2045 Page 737, Deed Records of Bell County, Texas and being the southeast corner of a tract to Guillermo Nieto, being of record in Volume 1845 Page 116, Deed Records of Bell County, Texas, for a corner of this.

THENCE S. 57°03'27" E., 81.56 feet with a south line of the Hicks tract to a wood fence post, being a corner of the Hicks tract, for a northeast corner of this.

THENCE with a west line of the Hicks tract **S. 32°13'22" W., 128.05 feet** to a ½" iron found, placed in concrete, and **S. 21°56'59" W., 94.27 feet** to a 1" iron pipe found, placed in concrete, being the southwest corner of the Hicks tract and being the northwest corner of a tract to James M. Wilson, being of record in Volume 3008, Page 761, Official Public Records of Bell County, Texas, for a corner of this.

THENCE S. 21°12'06" W., 118.97 feet with the west line of the Wilson tract to a 1" iron pipe found, placed in concrete, being the southwest corner of the Wilson tract, for a corner of this.

THENCE S. 69°49'57" E., 85.00 feet with the south line of the Wilson tract to a ½" iron rod found, placed in concrete, at a 36" oak tree, being the northwest corner of a tract to Victor Dierks, being of record in Volume 919 Page 482, Deed Records of Bell County, Texas, for the most easterly, northeast corner of this.

THENCE S. 16°24'46" W., 174.03 feet with the west line of the Dierks tract to a 5/8" iron rod found, placed in concrete, being the southwest corner of the Dierks tract and being the northwest corner of a tract to Faye Bishop, being of record in Volume 3635, Page 231, Official Public Records of Bell County, Texas, for a corner of this.

THENCE S. 16°20'43" W., 117.71 feet with the west line of the Bishop tract to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" found, being the northeast corner of Northcliffe, Phase VII, an addition to the City of Temple, being of record in Cabinet C, Slide 280-A, Plat Records of Bell County, Texas, for the southeast corner of this.

THENCE with the north line of said Northcliffe, Phase VII, the following seven, (7) calls:

- 1) **N. 73°38'35" W., 187.55 feet**, to a 3/8" iron rod found in concrete, for a corner of this;
- 2) **N. 16°21'25" E., 34.56 feet**, to a 3/8" iron rod found in concrete, for a corner of this;
- 3) **N. 73°38'35" W., 227.80 feet**, to a 3/8" iron rod found in concrete, for a corner of this;
- 4) **S. 16°21'25" W., 77.41 feet**, to a 3/8" iron rod found in concrete, for a corner of this;
- 5) **N. 73°32'20" W., 178.98 feet**, to a 3/8" iron rod found in concrete, for a corner of this;
- 6) **N. 16°27'40" E., 53.87 feet**, to a 3/8" iron rod found in concrete, for a corner of this;
- 7) **N. 73°32'20" W., 226.03 feet**, to a 3/8" iron rod found in concrete in the east line of an ingress, egress easement, being of record in Volume 1939, Page 777, deed Records of Bell County, Texas, being the northwest corner of said Northcliffe, Phase VII for the southwest corner of this.

THENCE N. 16°18'37" E., 285.37 feet with the east line of said easement to Bell County, Texas to a 3/8" iron rod set in concrete, for a corner of the 1.82 acres easement, for a corner of this.

THENCE N. 67°30'56" E., 49.08 feet with the southeast line of said easement to Bell County, Texas to a 3/8" iron rod set in concrete, for a corner of the 1.82 acres easement, for a corner of this.

THENCE N. 24°51'25" E., 121.36 feet with the east line of said easement to Bell County, Texas to a 3/8" iron rod set in concrete, for a corner of the 1.82 acres easement, for a corner of this.

THENCE N. 67°22'55" E., 224.69 feet with the southeast line of said easement to Bell County, Texas to a 3/8" iron rod set in concrete, for a corner of the 1.82 acres easement, for a corner of this.

THENCE S. 75°47'16" E. 75.39 feet with the south line of said easement to Bell County, Texas to a 3/8" iron rod set in concrete, for a corner of this.

EXHIBIT "A" **THENCE N. 15°53'24" E., 238.09 feet**, crossing said easement and with the west line of said easement, and with the east line of tract to A.C. Boston, being of record in Volume 4027 Page 706 to the Place of Beginning containing **9.784 acres** of land.

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FILED FOR RECORD

2006 OCT 5 AM 11 32

VADA SUTTON
COUNTY CLERK
BY AA

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