

**DEDICATION INSTRUMENT  
FOR  
STONEGATE II  
A SUBDIVISION IN THE CITY OF TEMPLE,  
BELL COUNTY, TEXAS**

**STATE OF TEXAS           §**

**COUNTY OF BELL           §**

**WHEREAS, Hamilton Builders, Ltd.**, hereinafter referred to as Grantor, is the owner of the tract of land out of and a part of the Moses Griffin League as it lies in relation to the Maximo Moreno Survey, Abstract No. 14, County of Bell, and more particularly described by metes and bounds in a survey by Turley Associates, Inc., contained in Exhibit "A", attached hereto and incorporated herein for a complete legal description.

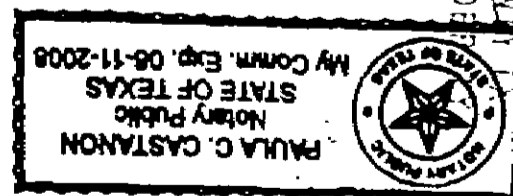
**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That Grantor does hereby adopt this plat as properly described in Exhibit "A" attached to this instrument subject to the covenants and conditions more properly described in the instrument attached as Exhibit "B" which designates the above described property as Stonegate II, a subdivision of the Moses Griffin League as it lies in relation to the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas. Grantor does hereby dedicate, give, grant, and convey to the City of Temple, Texas for the public use forever, the roads, streets, and utility and drainage easements as shown on the plat and attached exhibits, upon, across and through said property for all the purposes herein enumerated.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, included but not limited to, the free right of ingress or egress over and across said lands to and from said easements to construct, reconstruct and maintain same.

**TO HAVE AND TO HOLD** the said rights-of-way and easements, together with all and singular the rights and privileges thereto in any manner belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said City of Temple, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Page 1 of 2



FOR  
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TXRL. TIM. POOL  
5/92 JR

EXECUTED this the 5th day of April, 2005.

Hamilton Builders, Ltd.

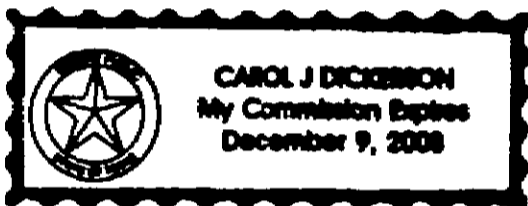
[Signature]  
BY: Dennis Hamilton, President

STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Hamilton, President of Hamilton Builders, Ltd., a Texas limited partnership on behalf of said corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 5th day of April, 2005.

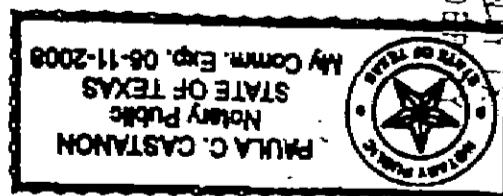


Carol J. Dickerson  
Notary Public in and for the State of Texas

Approved as to form:

Trudi Bell  
City Attorneys Office

Page 2 of 2



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BEING a 17.025 acre tract of land situated in the MAXIMO MORENO SURVEY, ABSTRACT No. 14, Bell County, Texas and being a part or portion of that certain 316.5 acre tract of land described in a Warranty Deed dated April 8, 1979 from Vivian A. McCreary, a widow to Henry Kiper Allen, Jr., Irvin McCreary Allen and Raye Virginia Allen and being of record in Volume 1606, Page 116, Deed Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found at the southeast corner (calls ½" iron rod) of Lot 1, Block 1, FIRE STATION No. 4, a subdivision in the City of Temple, Bell County, Texas according to the map or plat of record in Cabinet C, Slide 20-A, Plat Records of Bell County, Texas and being in the west boundary line of that certain 8.245 acre tract of land (Exhibit B) described in a Warranty Deed dated May 5, 1997 from H. K. Allen, Sr., and wife, Raye Virginia McCreary Allen, Henry Kiper Allen, Jr., Irvin McCreary Allen, and Raye Virginia Allen Cucolo to the City of Temple and being of record in Volume 3613, Page 696, Official Public Records of Bell County, Texas for corner;

THENCE S. 16° 05' 29" W., 460.48 feet departing from said subdivision and with said west boundary line (calls N. 16° 01' 24" E., 460.22 feet) to a ½" iron rod with cap set at the called southwest corner (calls ½" iron rod) of said 8.245 acre tract and being in the north right-of-way line of the Georgetown Railroad Company as described in a Quitclaim Deed dated June 3, 1991 from Belton Railroad Company to the Georgetown Railroad Company and being of record in Volume 2729, Page 515, Official Public Records of Bell County, Texas for corner;

THENCE S. 89° 04' 12" W., 995.85 feet departing from said 8.245 acre tract and with the north boundary line of said Georgetown Railroad Company right-of-way to a ½" iron rod found in the east right-of-way line as fenced and evidenced on the ground of Hartrick Bluff Road (no recordation information regarding dedication of Hartrick Bluff Road was found after reasonable search of County Records, however, a public road is referenced on drawing of record in Volume 494, Page 497 of property described in a Deed dated April 2, 1942 from E. D. Worcester and wife, Delia I. Worcester to Vivian A. McCreary and being of record in Volume 494, Page 498, Deed Records of Bell County, Texas) for corner;

THENCE departing from said railroad right-of-way line and with the east right-of-way line of Hartrick Bluff Road (calls S. 14° 29' W., 955.3 feet, Volume 494, Page 497) the following two (2) calls:

- (1) N. 12° 18' 25" E., 910.42 feet a ½" iron rod with cap set for corner;
- (2) N. 59° 15' 20" E., 34.21 feet to a ½" iron rod with cap set for corner;

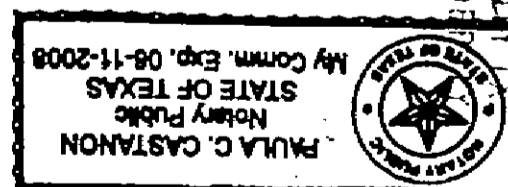
THENCE S. 73° 47' 44" E., 788.81 feet to a ½" iron rod with cap set for corner;

THENCE S. 16° 03' 25" W., 180.00 feet departing with the west boundary line of said Lot 1, Block 1 FIRE STATION NO. 4 (calls N. 16° 04' 02" E., 200.00 feet) to a ½" iron rod found at the called southwest corner (calls ½" iron rod) for corner;

Sheet 1 of 2



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301 NORTH 3RD STREET • TEMPLE, TEXAS 76501 • (254) 773-2400



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5/92 JR

THENCE S. 73° 57' 23" E., 199.99 feet with the south boundary line of said Lot 1, Block 1 (calls N. 73° 55' 58" W., 200.00 feet) to the Point of BEGINNING and containing 17.025 acres of land.

\*\*\*\*\*

I, Victor D. Turley, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

*Victor D. Turley*  
Victor D. Turley, R.P.L.S.  
August 13, 2004



See attached surveyors sketch that accompanies this set of field notes. (10627-D)

Tract surveyed on the ground February 23, 2000

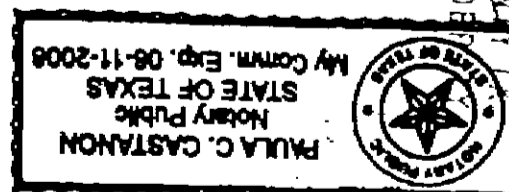
THIS PROJECT IS REFERENCED TO THE CITY OF TEMPLE COORDINATE SYSTEM, AN EXTENSION OF THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.  
ALL DISTANCES ARE HORIZONTAL SURFACE DISTANCES UNLESS NOTED AND ALL BEARINGS ARE GRID BEARING.

ALL COORDINATE VALUES ARE REFERENCED TO CITY MONUMENT NUMBER 149  
THE THETA ANGLE AT SAID CITY MONUMENT IS 01° 31' 21"  
THE COMBINED CORRECTION FACTOR (CCF) IS 0.999855  
PUBLISHED CITY COORDINATES ARE X=3,222,070.66 Y=10,357,884.24  
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS S. 89° 06' 00" E., 4206.04'



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Sheet 2 of 2



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## Exhibit "B"

**Restrictive Covenants  
Stonegate II  
A subdivision in the city of Temple,  
Bell County, Texas**

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

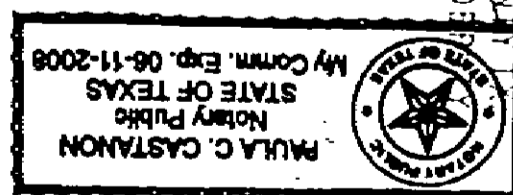
That **HAMILTON BUILDERS, LTD.**, a Texas Limited Partnership, is the owner of a tract of land out of and a part of the Moses Griffin league as it lies in relation to the Maximo Moreno Survey, Abstract No. 14, County of Bell, and more particularly described in field notes of Turley Associates, Inc., attached hereto marked Exhibit "A" and incorporated herein by reference for all pertinent purposes.

That the tract of land owned by **HAMILTON BUILDERS, LTD.**, which is described in Exhibit "A" attached hereto, contains the following blocks and lots of **STONEGATE II**, an addition to the City of Temple, Bell County, Texas:

Block 1, Lots 1 thru 9  
Block 2, Lots 1 thru 50  
Stonegate II, an addition to the City of Temple, Bell County, Texas

That **HAMILTON BUILDERS, LTD.**, does make and impose the following restrictions, covenants and limitations with reference to the use of lots, roads, and streets of said Stonegate II, which shall be covenants running with the land:

1. **Architectural Control Committee.** 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 of 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 as finally approved, deposited with the Architectural Control Committee.
  - b. **Purpose.** The Architectural Control Committee shall exercise its judgment to see that all improvements, construction, landscaping and alterations on lots

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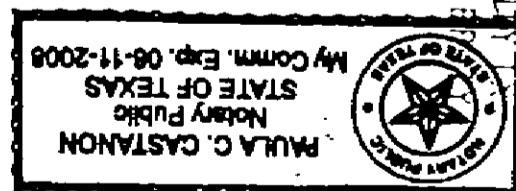
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with STONEGATE, conform and harmonize with existing and surrounding structures.

- 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) memberships who shall be appointed by the Hamilton Builders, L. C., General Partnership, Hamilton Builders, LTD. The following two (2) are hereby appointed to serve at this time, to-wit: Dennis J. Hamilton and Jason Carothers. The majority of the committee may designate a representative to act for it. The undersigned reserves the sole authority to appoint Committee Replacements and 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 pay compensation for the services performed pursuant to this covenant.
- f. **Modification.** The Architectural Control Committee shall have the authority to reduce the floor area requirements contained herein by 10% and to modify the building material requirement. In addition, when 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 person submitting requests for approval or to any owner with STONEGATE, by reason of any such action, failure to act, approval, disapproval, or failure to approve or disapprove any other such request.
- 2. **Residential use on Blocks – 1 and 2.** No lot or any part thereof shall be used except for residential purposes. Construction of buildings and improvements is restricted to new construction.
- 3. **Park Land.** No common area or park land is associated with STONEGATE II.
- 4. **Right to Re-plat or Re-subdivide.** HAMILTON BUILDERS, LTD., hereby reserves the right to re-plat or re-subdivide any or all of said STONEGATE II



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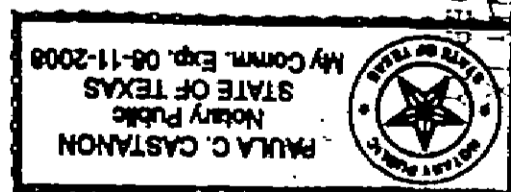
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subdivision, subject to compliance with State, City and County subdivision standards and subsequent to the filing of these covenants. No lot or lots shall be re-subdivided into smaller lots or parcels of land for the purposes of building thereon, for sale or leasing, having an area of less than 8400 square feet.

5. **Identified Dwellings not Permitted.** No trailer or trailer house, basement, tent, shack, garage, garage apartment, or servant's quarters shall ever be used as a dwelling. All dwellings shall be constructed on site.
6. **Portable buildings as dwellings.** No existing building, trailer, dwelling, tent, shack, or any other portable building shall be moved onto said addition for permanent use as a dwelling. All dwellings shall be constructed on site.
7. **Living Area Minimum.** No residences or dwelling unit shall be erected upon any lot or re-subdivision thereof, as permitted herein, which shall contain less than one thousand four hundred fifty (1,450) square feet of living area excluding covered porch areas whether enclosed or not. This restriction shall not prevent the construction of attached garage or other outbuildings where the main building conforms to the square footage of area as herein required.
  - a. Conversion of garages to dwelling space (living area) by enclosure, will be permitted only when alternative garage space is added (attached), and with prior Committee approval.
8. **Single Family Residential Construction.** No residences shall be erected, other than one detached single family residence not to exceed two (2) stories in height or a split-level residence and a private garage, attached, for not less than two (2) or more than three (3) vehicles and no more than one attached or detached structure for storage (which shall not exceed one (1) story or eighteen (18) feet in height or be larger than 800 square feet and which structure may not be occupied as a residence). Any detached structure shall be constructed of the exact same materials as the residence and approved by the Architectural Control Committee.
9. **Masonry Minimum.** Dwellings shall be constructed of not less than seventy-five (75%) masonry or masonry veneer on ground floor exterior walls. In computing the percent masonry coverage, windows and doors located in masonry walls may be counted as masonry veneer. The masonry minimum shall apply to new construction, rebuilding or additions. As a minimum the front and both sides of the dwelling shall have masonry veneer on the ground floor. Each residence shall be required to have a mailbox structure constructed of masonry material identical to the masonry used on the house and must meet United State Postal Service requirements and be no taller than five feet (5') and not to exceed a two foot (2') square.



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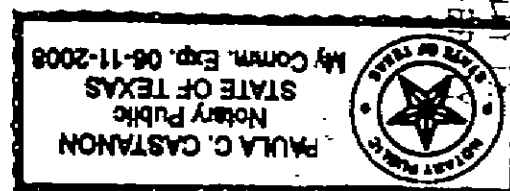
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10. **Roofing Materials and Design.** To ensure a general uniformity of appearance of the roofs of homes in STONEGATE II, the roofing material shall be minimum 20 year, laminated fiberglass/asphalt shingles. Alternate roofing materials must be approved in advance by the Architectural Control Committee. A minimum roof pitch design is 6/12 pitch or greater. Preference of the Architectural Control committee is 6/12 or greater.
11. **Building Set-back Minimum.** No building shall be located on any lot nearer to the front, side or rear property lines than the minimum building setback lines shown on the recorded plat.
- a. No building shall be located nearer than twenty-five feet (25') to the front lot line unless shown otherwise on the plat.
  - b. No building shall be located on any lot nearer than fifteen feet (15') to street side lot line.
  - c. No dwelling shall be located on any interior lot nearer than ten feet (10') to the rear lot line.
  - d. Interior side building setback line is to be 10% of the lot width. 6' minimum, 7.5' maximum.
12. **Future Remodeling or Additions.** 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.
13. **Nuisances.** 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 other owners. An owner shall do no act or any work that will impair the structural soundness or integrity of another residence or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other residence or their owners. There shall be no hunting or discharge of firearms of any kind allowed in this subdivision.
14. **Vehicle Storage.** No lot, street or alley of this subdivision shall be used for parking or storage, temporary or otherwise, any junked, abandoned or inoperable vehicle, trailer or boat, or any part thereof.
15. **Maximum Vehicle Size.** No vehicle large than a pick-up truck, including campers, trailers or boats, shall be permitted to park overnight or for extended periods during the day in front or side yards in public view. Campers, recreational vehicles and boats may be stored inside rear yard if enclosed within a privacy fence and concealed from public view.

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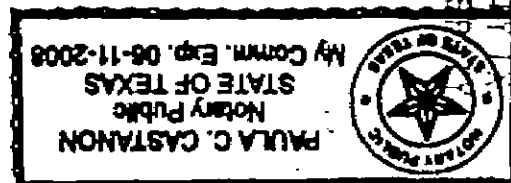
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16. **Animals Restricted.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. A maximum of two (2) dogs and two (2) cats per lot will be permitted. All pets must be kept in fenced yard or on a leash when walking.
17. **Fences and Walls.** To insure a general uniformity of appearance of those fence sections that can be viewed from a street or another lot, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings, i.e., separating front and rear yards) or from another lot (e.g., separating back yards, along rear lot lines) shall be six foot (6') vertical privacy fences composed of new materials, being cedar picket and/or masonry material. Alternate fencing materials must be approved in advance by the Architectural Control Committee. In no case shall a yard fence be forward of the front or side minimum building setback line shown on the plat. All fences that are erected on areas that are readily apparent and visible from a public street, whether along the front, side or rear property lines of a Lot, and which may be visible from such public street will be constructed with the "finished" or "smooth" side facing the public street, and the posts will be located in the interior of the fenced-in yard.
18. **Explosive Cargo.** No vehicle of any size which normally or occasionally transports flammable or explosive cargo may be allowed in, on or about any part of said subdivision at any time.
19. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste materials shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
20. **Outdoor Privies.** No outdoor privies shall be placed or permitted to be placed in this subdivision except temporary construction facilities.
21. **Obstructions to Public Right of Ways.** No obstructions of any nature, such as shrubbery, trees, fences and buildings shall, at any time, be placed or allowed to remain, on or about the dedicated streets and alleys of said subdivision.
22. **Signs.** No sign or poster of any kind greater than two square feet (2') shall be allowed on any lot of said subdivision. One (1) sign of no more than four square feet (4') in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the lot will be allowed. Larger temporary, builder signs may be authorized by the Architectural Control Committee.



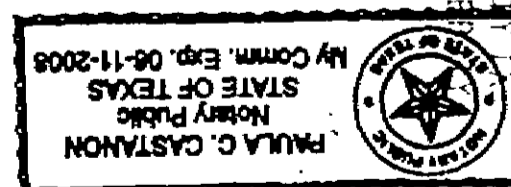
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23. **Storage or Outbuildings.** The construction of any storage or other outbuildings on any lot within the subdivision must first be approved by the Architectural Control Committee.
24. **Oil or Mining Operations.** No oil drilling, oil development operations oil refining, quarrying or mining operations of any kind shall be permitted, upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.
25. **Yard Maintenance.** The owners of occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.
26. **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are served as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of surface drainage in the easements, or which may obstruct or retard the flow of water drainage in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing in this easement area shall be permitted, provided it does not alter or obstruct surface drainage.
27. **Obstructive Landscaping at Intersections.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street line and line connecting them at points twenty-five feet (25') from the intersection of the street lines extended. The same sight line limitation shall 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 shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
28. **Water Supply Systems.** No individual water supply systems shall be permitted on any lot.
29. **Waste Water Treatment Systems.** 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



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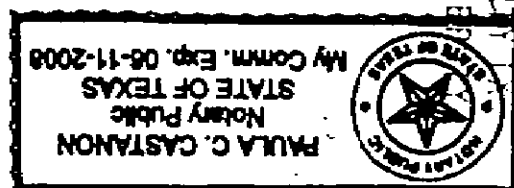
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recommendations of the City of Temple, Texas, and the Bell County Health Department. Approval of such systems as installed shall be obtained from such authority prior to any site work.

30. **Antenna & Antenna Towers.** No radio, television or other type antenna, transmitting or receiving structure will be permitted in front or side yards. Such structures will be limited to fifteen feet (15') maximum height, when constructed in the rear yard, or when roof mounted, must not exceed the highest point of the dwelling roof. Use of such structures will be limited to activities which do not interfere with normal receiving of radio or television transmissions by occupants of neighboring lots.
31. **Restrictive Covenants Term.** The covenants, restrictions, conditions, and limitation set forth above, and each of them shall be covenants running with the title of the above-described tract and every part thereof, and every re-subdivision thereof, until twenty (20) years from the date of this conveyance, and after which time said covenants, restrictions, limitation, and conditions shall be automatically extended for successive periods of ten (10) years thereafter unless and instrument signed by a majority of the then land owners of said subdivision may change said covenants, restrictions, limitations and conditions in whole or part.
32. **Restrictive Covenants Invalidated.** Invalidations 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.
33. **Enforcement of Restrictive Covenants.** 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 violation or to recover damages. Should it become necessary for the Owners/Developers/Sellers or an Owner to retain the services of any attorney for the specific enforcement of the restriction 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.
34. **Zoning Ordinances.** These restrictions, covenants, conditions and limitations are, in all respects, subject to any applicable zoning regulations lawfully in force hereafter adopted.
35. **Driveway and Parking Pads.** Construction materials for driveways, parking pads, and sidewalks shall be of concrete or exposed aggregate concrete.

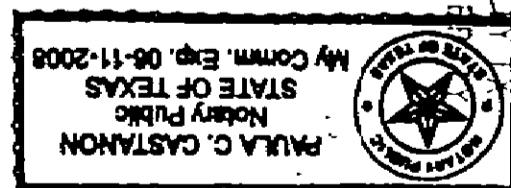


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36. Altering Restrictions. These restrictions may be altered or abandoned at any future date by a seventy-five percent (75%) affirmative vote of the property owners at such future date, with one (1) vote being allotted to each plot.
37. Unsightly conditions. Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot.

No outside drying of clothing of any kind will be allowed in the Subdivision unless such drying area is obstructed from view of a street or road and does not cause an unsightly condition

38. Home Owners Association. STONEGATE II will not have a Homeowner's Association.



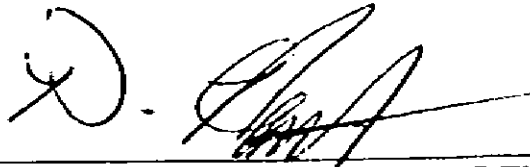
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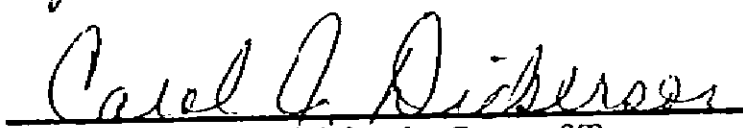
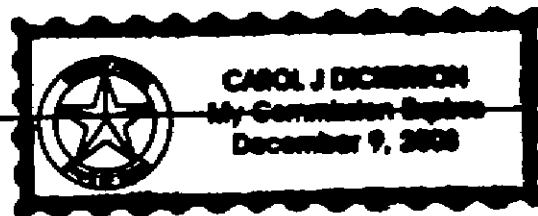
EXECUTED this 25th day of April, 2005.HAMILTON BUILDERS, LTD  
A TEXAS LIMITED PARTNERSHIPBY: HAMILTON BUILDERS, L.C.  
A TEXAS LIMITED LIABILITY COMPANY,  
GENERAL PARTNER

DENNIS J. HAMILTON, PRESIDENT

THE STATE OF TEXAS

COUNTY OF BELL

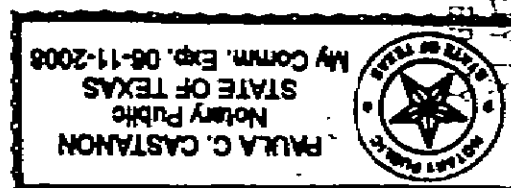
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DENNIS J. HAMILTON, PRESIDENT of HAMILTON BUILDERS, L.C., GENERAL PARTNER OF HAMILTON BUILDERS, LTD., A TEXAS LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 2005.  
Notary Public in and for the State of Texas

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VADA GILLION  
CLERK, BELL COUNTY TX  
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TXRL. TIM. POOL  
5/92 JR