FILE NO. 84-049

WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL §

That ARTHUR NEALE POTTS, SR. et ux DOROTHY DANIEL POTTS, ARTHUR NEALE POTTS, JR., joined pro forma by wife, DEBORAH REESE POTTS, TERRY D. POTTS, joined pro forma by wife, ANDREA D. POTTS, and DAVID ROY POTTS, a single man, all of the County of Bell, and State of Texas for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of its one certain promissory note of even date herewith, in the principal sum of $450,564.00, payable to the order of Grantors in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Bill Messer, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto TIERRA VISTA LAND COMPANY, a Partnership composed of Walter Yates and Harriet M. Sproull, subject to the reservations and restrictions hereinafter made, both of the County of Williamson and State of Texas, all of the following described real property in Bell County, Texas, to-wit:

All that certain, lot, tract, or parcel of land lying and being situated in the County of Bell, State of Texas, and being part of the W.H. Russell Survey, Abstract Number 1049; part of the Gideon Brightman Survey, Abstract Number 60; part of the Alfred Gee Survey, Abstract Number 1028; part of the W.C. Biles Survey, Abstract Number 1364 and part of the J.R. Russell Survey, Abstract Number 1048 and being part of a 403.2 acre tract as recorded in Volume 858, Page 117 of the Deed Records of Bell County, Texas and being more particularly described in EXHIBIT "A" attached hereto and made a part hererof;

SAVE AND EXCEPT, and there is hereby reserved unto grantors, their heirs and assigns, an undivided one-half (1/2) interest in the oil, gas, coal, lignite, iron, uranium and other minerals, by

whatever method produced or extracted, in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said lands for oil, gas, coal, lignite, iron, uranium and other minerals and removing the same therefrom.

This conveyance is made and accepted subject to the following restrictions as to land use, which shall remain in effect until the note payable to Grantors herein shall have been fully paid:

1. No trailer, mobile home, mobile house, tent, shack, garage, barn, or any other out building or structure of a temporary nature shall be placed upon or used upon the above described premises as a residence either temporarily or permanently; and no mobile home, mobile house, tent, or shack shall ever be placed upon or used upon the above described premises for any purposes, except during any construction phase of the business to be placed on the property, however this restriction shall not be construed to prohibit modular homes from being placed on the property;

2. The above described premises shall not be used or maintained as a junk yard, salvage yard, garbage dump, or used car lot; and no wrecked or junked or unusable automobile shall ever be parked or deposited on said premises either temporarily or permanently.

3. No pit toilet shall be constructed or moved upon said premises and all septic tanks and sewage disposal systems shall comply with State and County Departments of Health regulations.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time:

1. Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent

that they are still in effect, relating to the hereinabove described property;

2. A mineral lease to M. L. McGinnis, dated December 12, 1979, recorded in Volume 1666, Page 467, Deed Records of Bell County, Texas; and

3. An easement in favor of the United States of America recorded in Volume 905, Page 364, Deed Records of Bell County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against ever person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 1st day of MAY, 1984.

ARTHUR NEALE POTTS, SR.

DOROTHY DANIEL POTTS

ARTHUR NEALE POTTS, JR.

DEBORAH REESE POTTS

TERRY D. POTTS

ANDREA D. POTTS

DAVID ROY POTTS

MAILING ADDRESS OF EACH GRANTEE:

TIERRA VISTA LAND COMPANY
2900 POST RIVER ROAD
CEDAR PARK, TEXAS 79613

1948
171

1948/172

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 1st day of May, 1984, by ARTHUR NEALE POTTS, SR. et ux DOROTHY DANIEL POTTS.

Dyna Rose Bailey
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
APRIL 22, 1986
DYNA ROSE

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 1st day of May, 1984, by ARTHUR NEALE POTTS, JR. et ux DEBORAH REESE POTTS.

Dyna Rose Bailey
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
APRIL 22, 1986
DYNA ROSE

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 1st day of May, 1984, by TERRY D. POTTS et ux ANDREA D. POTTS.

Dyna Rose Bailey
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
APRIL 22, 1986
DYNA ROSE

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 1st day of May, 1984, by DAVID ROY POTTS.

Dyna Rose Bailey
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
APRIL 22, 1986
DYNA ROSE

BOUNDARY DESCRIPTION AND FIELD NOTES FOR
375.47 ACRES IN THE W.H. RUSSELL SURVEY,
GIDEON BRIGHTMAN SURVEY, ALFRED GEE SURVEY,
W.C. BILES SURVEY, AND IN THE J.R. RUSSELL SURVEY
IN BELL COUNTY, TEXAS

All that certain lot, tract, or parcel of land lying and being situated in the County of Bell, State of Texas, and being part of the W.H. Russell Survey, Abstract Number 1049; part of the Gideon Brightman Survey, Abstract Number 60; part of the Alfred Gee Survey, Abstract Number 1028; part of the W.C. Biles Survey, Abstract Number 1364 and part of the J.R. Russell Survey, Abstract Number 1048 and being part of a 403.2 acre tract as recorded in Volume 858, Page 117 of the Deed Records of Bell County, Texas and being more particularly described as follows:

BEGINNING at an iron pipe and fence corner, said iron pipe being the Northwest corner of above mentioned 403.2 acres for the Northwest corner of this;

THENCE along a fence S 73° 20' 08" E 4835.31 feet to an iron pin and fence corner for the Northeast corner of this;

THENCE along a fence S 68° 52' 39" W 314.36 feet to an iron pipe and fence corner for an ell corner of this;

THENCE along a fence S 21° 18' 18" E 2934.73 feet to a fence angle post and S 13° 58' 13" E 71.92 feet to a fence corner post on the North right-of-way line of the Nolanville and Union Grove Road for the Southeast corner of this;

THENCE along a fence and along the North right-of-way line of the Nolanville and Union Grove Road and along the Government take line for Stillhouse Reservoir as follows; S 74° 54' 19" W 552.01 feet to a fence angle post; S 81° 30' 07" W 368.29 feet to a fence angle post; S 66° 35' W 156.86 feet to a fence angle post; S 73° 27' 44" W 295.34 feet to a Government Marker; S 82° 43' 40" W 489.64 feet to a Government Marker; S 79° 06'56" W 162.18 feet to a Government Marker; N 85° 08' 31" W 262.00 feet to a fence angle post; S 33° 53' 56" W 301.43 feet to a fence angle post and N 70° 55' 39" W 699.21 feet to a Government Marker for an ell corner of this;

THENCE along the Government take line for Stillhouse Reservoir as follows: N 6° 00' 11" E 1269.72 feet to a Government Marker; N 57° W 555.98 feet to a Government Marker; S 22° 14' 26" W 529.17 feet to a Government Marker; N 45° 50' 03" W 841.46 feet to a Government Marker; S 49° 31' 44" W 341.08 ft. to a Government Marker; and S 2° 28' 30" W 383.40 ft. to a Government Marker on the Northeast right-of-way line of the Nolanville and Union Grove Road for an ell corner of this;

THENCE along a fence and the Northeast right-of-way line of the Nolanville and Union Grove Road as follows; N 41° 14' 18" W 1459.75 feet to a fence angle post and N 39° 05' 02" W 607.32 feet to a fence corner for the Southwest corner of this;

THENCE along a fence N 16° 55' 58" E 1982.31 feet to the place of BEGINNING and containing 375.47 acres of land.

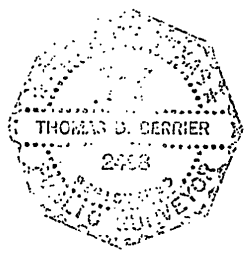
I HEREBY CERTIFY that these field notes were prepared by computations and an actual survey on the ground and are true and correct to the best of my knowledge.

WITNESS MY HAND AND SEAL this 17th day of April, 1984 A.D.

PARKER-BERRIER ASSOCIATES/JONES AND NEUSE, INC.

Thomas D. Berrier

Thomas D. Berrier
Registered Public Surveyor
No. 2498



1948/173
EXHIBIT "A"

1948/174

FILED FOR RECORD THIS 1 DAY OF MAY ,1984 AT 11A M.
MRS. RUBY McKEE, COUNTY CLERK, BELL COUNTY, TEXAS. BY L Hook DEPUTY.

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 31, 1986

Grantor: TIERRA VISTA LAND COMPANY, a Texas general partnership composed of WALTER YATES and HARRIET M. SPROULL.

Grantor's Mailing Address (including county): 700 Breakaway Road, Cedar Park, Williamson County, Texas 78613

Grantee: EVANGELOS D. VOUTSINAS

Grantee's Mailing Address (including county): 1006 Alegria Road, Austin, Travis County, Texas 78757

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration and a promissory note of even date that is in the principal amount of $340,000.00 and a promissory note of even date that is in the principal amount of $726,410.00, and both of which are executed by Grantee and are payable to the order of Grantor. The two promissory notes are secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Dan R. McNery.

Property (including any improvements):

All that certain lot, tract, or parcel of land lying and being situated in the County of Bell, State of Texas, and being part of the W. H. Russell Survey, Abstract Number 1049; part of the Gideon Brightman Survey, Abstract Number 60; part of the Alfred Gee Survey, Abstract Number 1028; part of the W. C. Biles Survey, Abstract Number 1364; and part of the J. R. Russell Survey, Abstract Number 1048 and being part of a 403.2 acre tract as recorded in Volume 858, Page 117 of the Deed Records of Bell County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto, incorporated herein, and made a permanent part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

1. Any easements, rights-of-way, and prescriptive rights, whether shown of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property.

2. Taxes for 1986 and all subsequent years, the payment of which Grantee assumes.

3. The following restrictions as to land use:
   a. No trailer, mobile home, mobile house, tent, shack, garage, barn, or any other out building or structure of a temporary nature shall be placed upon or used upon the Property as a residence either temporarily or permanently; and no mobile home, mobile house, tent, or shack shall ever be placed upon or used upon the Property for any purposes, except during any construction phase of the business to be placed on the property, however this restriction shall not be construed to prohibit modular homes from being placed on the Property;
   b. The Property shall not be used or maintained as a junk yard, salvage yard, garbage dump, or used car lot; and no wrecked or junked or unusable automobile shall ever be parked or deposited on said Property either temporarily or

permanently.

c. No pit toilet shall be constructed or moved upon the Property and all septic tanks and sewage disposal systems shall comply with State and County Departments of Health regulations.

d. No professional, business, or commercial activity to which the general public is invited shall be conducted on any part of the Property; and

e. The Property shall be used for single and multi-family residential purposes only.

At such time as the Property is released from the vendor's lien retained herein and the deed of trust of even date or that any portion of the Property is released from the said vendor's lien and deed of trust the above-restrictions as to land use shall no longer be effective as to the Property or portion of Property so released from the vendor's lien and deed of trust.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. This conveyance is made subject to the prior lien of a vendor's lien retained in a deed dated May 1, 1984, and recorded in Volume 1948, Page 169, Deed Records of Bell County, Texas and a deed of trust recorded in Volume 1946, Page 840, of the Deed of Trust Records of Bell County, Texas, from Tierra Vista Land Company to Bill Messer, Trustee, which secure payment of a promissory note in the original principal amount of FOUR HUNDRED FIFTY THOUSAND FIVE HUNDRED SIXTY FOUR AND NO/100 DOLLARS ($450,564.00). Grantee in this deed does not assume payment of that $450,564.00 note. Payee of the hereinbefore described $340,000.00 note and $726,410.00 note is obligated to pay all installments on the $450,564.00 note as they fall due. In the event of default in payment of that $450,564.00 note, Grantee shall have the right to cure any such default as long as Grantee is not in default in payment of the $340,000.00 note or the $726,410.00 note or in performance of the covenants of the deed of trust securing it. If Grantee cures a default in payment of the $450,564.00 note, Grantee may receive credit on either the $340,000.00 note or the $726,410.00 note for all amounts so paid as of the date of the payment, in the manner that Grantee directs.

When the context requires, singular nouns and pronouns include the plural.

TIERRA VISTA LAND COMPANY

BY: Walter Yates
Walter Yates, Partner

BY: Harriet M. Sproull
Harriet M. Sproull, Partner

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on the 31 day of July, 1986 by Walter Yates, Partner, of TIERRA VISTA LAND COMPANY, a Texas general partnership, on behalf of said partnership.

NOTARY PUBLIC STATE OF TEXAS

Jo Ann E. Miller
NOTARY PUBLIC - STATE OF TEXAS
My Commission Expires: 7/21/89
Jo Ann E. Miller
(Printed Name of Notary)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on the 31 day of July, 1986, by Harriet M. Sproull, Partner, of TIERRA VISTA LAND COMPANY, a Texas general partnership, on behalf of said partnership.

NOTARY PUBLIC STATE OF TEXAS

Jo Ann E. Miller
NOTARY PUBLIC - STATE OF TEXAS
My Commission Expires: 7/21/89
Jo Ann E. Miller
(Printed Name of Notary)

rework/wdvlvis

EXHIBIT "A"

All that certain lot, tract, or parcel of land lying and being situated in the County of Bell, State of Texas, and being part of the W. H. Russell Survey, Abstract Number 1049; part of the Gideon Brightman Survey, Abstract Number 60; part of the Alfred Gee Survey, Abstract Number 1028; part of the W. C. Biles Survey, Abstract Number 1364 and part of the J. R. Russell Survey, Abstract Number 1048 and being part of a 403.2 acre tract as recorded in Volume 868, Page 117 of the Deed Records of Bell County, Texas and being more particularly described as follows:

BEGINNING at an iron pipe and fence corner, said iron pipe being the Northwest corner of above mentioned 403.2 acres of the Northwest corner of this;

THENCE along a fence S 73° 20' 08" E 4835.31 feet to an iron pin and fence corner for the Northeast corner of this;

THENCE along a fence S 68° 52' 39" W 314.36 feet to an iron pipe and fence corner for an ell corner of this;

THENCE along a fence S 21° 18' 18" E 2934.73 feet to a fence angle post and S 13° 48' 13" E 71.92 feet to a fence corner post on the North right-of-way line of the Nolanville and Union Grove Road for the Southeast corner of this;

THENCE along a fence and along the North right-of-way line of the Nolanville and Union Grove Road and along the Government take line for Stillhouse Reservoir as follows: S 74° 54' 19" W 552.01 feet to a fence angle post; S 81° 30' 07" W 368.29 feet to a fence angle post; S 66° 35' W 156.86 feet to a fence angle post; S 73° 27' 44" W 295.34 feet to a Government Marker; S 82° 43' 40" W 489.64 feet to a Government Marker; S 79° 06' 56" 162.18 feet to a Government Marker; N 85° 08' 31" W 262.00 feet to a fence angle post; S 83° 53' 56" W 381.43 feet to a fence angle post and N 70° 55' 39" W 699.21 feet to a Government Marker for an ell corner of this;

THENCE along the Government take line for Stillhouse Reservoir as follows: N 6° 00' 11" E 1269.72 feet to a Government Marker; N 57° W 555.98 feet to a Government Marker; S 22° 14' 26" W 529.17 feet to a Government Marker; N 45° 50' 03" W 841.46 feet to a Government Marker; S 49° 31' 44" W 341.08 ft. to a Government Marker; and S 2° 28' 30" W 383.40 ft. to a Government Marker on the Northeast right-of-way line of the Nolanville and Union Grove Road for an ell corner of this;

THENCE along a fence and the Northeast right-of-way line of the Nolanville and Union Grove Road as follows: N 41° 14' 18" W 1459.75 feet to a fence angle post and N 39° 05' 02" W 607.32 feet to a fence corner for the Southwest Corner of this;

THENCE along a fence N 16° 55' 58" E 1982.31 feet to the place of BEGINNING and containing 375.47 acres of land.

FILED FOR RECORD THIS 6 DAY OF Aug. 1986 10:45A M
MRS RUBY MCKEE COUNTY CLERK BELL COUNTY TEXAS
BY _____ DEPUTY

DEDICATION

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

That Stillhouse Ridge, Inc., being the sole owner of that certain 81.09 acres of land shown and attached hereto and incorporated herein for all purposes, does hereby subdivide the herein described property into lots and blocks, according to the plat hereof, to be known as **THE RIDGE, PHASE TWO, SECTION 2**, to the City of Harker Heights, Bell County, Texas, as shown by the plat attached hereto and approved by the City Council of the City of Harker Heights, Bell County, Texas, and Stillhouse Ridge, Inc., does hereby adopt said **THE RIDGE, PHASE TWO, SECTION 2** as an addition to the City of Harker Heights, Bell County, Texas, and for the purpose of selling lots and blocks of land with reference thereto and for the property development of said land by its owners and for all other purposes; and does hereby dedicate to the City of Harker Heights, all streets, avenues, roads, drives, alleys and associated potable water, sanitary sewer, and storm sewer systems as shown on said plat, and final construction drawings the same to be used as public thoroughfares and public utilities when and as authorized by the City of Harker Heights.

The utility easements shown on said plat are dedicated to the City of Harker Heights for installation and maintenance of any and all public utilities, which the city may elect to install and maintain or permit to be installed or maintained.

WITNESS the execution hereof, on this 9th day of June, 2004 SBC

For: Stillhouse Ridge, Inc.

Bruce Whitis, President

Before me, the undersigned authority, on this day personally appeared Bruce Whitis known to me to be the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

Brenda Clanton
NOTARY PUBLIC STATE OF TEXAS
My commission Expires: 08/20/07

BRENDA CLANTON
Notary Public, State of Texas
My Commission Expires 08-20-2007

VOL 5860 PG 336

RESOLUTION

A RESOLUTION OF THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE CITY OF HARKER HEIGHTS APPROVING THE SUBDIVISION AND DEDICATION OF THE RIDGE, PHASE TWO, SECTION 2 TO THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS, ACCORDING TO THE PLAT HEREON FILED WITH THE CITY SECRETARY OF THE CITY OF HARKER HEIGHTS AND HEREBY APPROVED.

BE IT RESOLVED BY THE DIRECTOR OF PLANING AND DEVELOPMENT OF THE CITY OF HARKER HEIGHTS:

SECTION I. THAT THE ACTION OF STILLHOUSE RIDGE, INC., BEING THE SOLE OWNER (S) IN THE PLAT OF THE RIDGE, PHASE TWO, SECTION 2 TO THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS, IS IN ALL THINGS APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE CITY OF HARKER HEIGHTS, AS MEETING ALL REQUIRMENTS AND PROVISIONS OF ARTICLE 974A AS REVISED OF THE STATUTES OF THE STATE OF TEXAS AND ALL THE REQUIRMENTS AND PROVISIONS OF THE ORDINANCES OF SAID CITY.

SECTION II. BE IT FURTHER RESOLVED THAT THE LOTS AND BLOCKS IN THE PLAT OF THE RIDGE, PHASE TWO, SECTION 2 ARE FULLY SHOWN ON THE PLAT ON FILE WITH THE CITY SECRETARY OF THE CITY OF HARKER HEIGHTS WHICH PLAT IS HEREBY APPROVED AS CONSTITUTING THE LOTS, BLOCKS, STREETS, AVENUES, UTILITIES AND EASEMENTS OF THE SAID PLAT OF THE RIDGE PHASE TWO TO THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS.

PASSED AND APPROVED ON THIS 14th DAY OF October, 2005 A.D.

MAYOR, CITY OF HARKER HEIGHTS

ATTEST: CITY SECRETARY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ED MULLEN AND PATRICIA BRUNSON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDED TO ME THAT THE SAME WAS THE ACT OF SAID CITY OF HARKER HEIGHTS, TEXAS, AND THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

CHERIE D. WILLIAMS
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/25/2009

NOTARY PUBLIC STATE OF TEXAS
My Commission Expires 4-28-09

FIELD NOTES
BELL COUNTY, TEXAS

Being a 81.09 acre tract or parcel of land situated in Bell County, Texas, and being out of the W. C. Biles Survey, A-1364, The H. H. Russell Survey, A-1049, the J. P. Russell Survey, A-1048, the Gideon Brightman Survey, A-60, and the Alfred Gee Survey, A-1028, Bell County, Texas, and being the a portion of the certain called 323.16 acre tract described in deed to Whitis Land Investments, Ltd., in Volume 4832, Pg.220 Deed Records of Bell County, Texas, said 136.99 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for southwest corner of Lot 8, Block 4, The Ridge, Phase One, an addition to the City of Harker Heights, Bell County, Texas, of record in Cabinet D, Slides10-D, 11-A, 11-B, Plat Records of Bell County, Texas;

THENCE S 75°31'36"E, 85.25 feet along the south line of said Lot 8, Block 4, to an iron set for the northeast corner of the herein described tract;

THENCE S 03°08'33"E, 752.76 feet to an iron set for an ell corner, and S 35°57'22"W, 808.65 feet to an iron rod set for the southeast corner of the herein described tract;

THENCE continuing upon and across said 323.16 acre tract with the south line of the herein described tract with the following twelve (12) courses:

1. N 57°33'40"W, 240.99 feet an iron rod set for corner;
2. S 32°26'20"W, 231.45 feet an iron rod set for corner;
3. Along a curve to the right, said curve having a radius of 970.00 feet, an arc length of 101.99, a chord bearing S 29°25'351"W, and a chord of 101.95 feet to iron rod set for corner;
4. S 63°28'47"W, 94.92 feet an iron rod set for corner;
5. N 64°08'13"W, 200.25 feet an iron rod set for corner;
6. S 26°18'59"W, 57.72 feet an iron rod set for corner;
7. N 53°12'12"W, 67.07 feet an iron rod set for corner;
8. N 59°42'20"W, 218.03 feet an iron rod set for corner;
9. S 29°47'33"W, 175.04 feet an iron rod set for corner;
10. S 28°04'30"E, 94.61 feet an iron rod set for corner;
11. S 27°55'55"W, 191.33 feet an iron rod set for corner;
12. S 65°11'18"W, 262.18 feet an iron rod set for the southwest corner of the herein described tract;;

THENCE continuing upon and across said 323.16 acre tract with the west line of the herein described tract with the following four (4) courses:

1. N 31°53'40"W, 235.60 feet an iron rod set for corner;
2. N 39°28'29"W, 156.50 feet an iron rod set for corner;
3. N 41°41'06"W, 142.10 feet an iron rod set for corner;
4. N 29°23'22"W, 313.01 feet an iron rod found for corner, same being the southeast corner of Lot 5, Block 2, said The Ridge, Phase One;

THENCE N 45°45'42"W, 378.26 feet an iron rod found for corner, same being the northeast corner of Lot 7, the southeast corner of Lot 8, and the southwest corner of Lot 9, Block 2, said The Ridge, Phase One subdivision, and being the northwest corner of the herein described tract;

THENCE N 38°42'07"E, 326.01 feet an iron rod found for corner, same being the southeast corner of Lot 1, Block 3 said Ridge, Phase One subdivision, and being on the north margin of Cayuga Dr. (60' right-of-way), and corner of the herein described tract;

THENCE N 01°40'47"E, 227.19 feet an iron rod found for corner, same being the southeast corner of Lot 2, Block 3 said Ridge, Phase One subdivision, and being a corner of the herein described tract;

THENCE N 19°04'08"E, 300.00 feet an iron rod found for corner, same being the southeast corner of Lot 4, Block 3 said Ridge, Phase One subdivision, and being a corner of the herein described tract;

FIELD NOTES (cont'd)

THENCE N 55°14'38"E, 181.26 feet an iron rod found for corner, same being the southeast corner of Lot 5, Block 3 said The Ridge, Phase One, and being a corner of the herein described tract;

THENCE N 73°33'37"E, 452.89 feet an iron rod found for corner, same being the southeast corner of Lot 8, Block 3 said The Ridge, Phase One, and being a corner of the herein described tract;

THENCE N 14°50'14"W, 148.11 feet along the east line if said Lot 8, Block 3, said The Ridge, Phase One to and iron rod found for the northeast corner of said Lot 8, and being on the south margin of Delaware Drive (60' right-of-way), and being a corner of the herein described tract;

THENCE along a curve to the right, said curve having a radius of 180.00 feet, an arc length of 144.78, a chord bearing N 52°16'43"E, and a chord of 140.91 feet to iron rod set for corner;

THENCE N 29°14'16"E, 110.06 feet continuing along the south margin of Delaware Drive to an iron found for the northwest corner of Lot 9, Block 4, said The Ridge, Phase One;

THENCE S 75°31'37"E, 1352.08 feet along the south line of said Block 4, The Ridge, Phase One, to the **PLACE OF BEGINNING** and containing 81.09 acres of land, more or less.

NOTE: 1. All iron rods set are ½ inch iron rods with caps marked "Corner 1852".

2. All iron rods found are 3/8 inch iron rods with caps marked "M & Assoc. Killeen" unless otherwise noted herein..

3. The basis for bearing is the north line of the Ridge, Phase One, of record being S 73°11'18"E.

6-9-05

A. W. Kessler
Registered Professional
Land Surveyor No. 1852

STATE OF TEXAS
REGISTERED
A. W. KESSLER
1852
PROFESSIONAL
LAND SURVEYOR

FILED FOR RECORD

2005 OCT 14 PM 4 43

COUNTY CLERK, BELL COUNTY, TEXAS

046235

Cabinet D Slide 74-D
75-A

RATIFICATION OF PLAT AND DEDICATION
FINAL PLAT OF THE RIDGE, PHASE TWO
SECTIONS 1 AND 2
CABINET D, SLIDES 74-B, C & D, & 75-A

DEDICATIONS-INSTRUMENT NOS. 46234 & 46235

WHEREAS, GWM LAND, LTD., S. M. COASTLINE, LTD., STEWART FETTIG CARLOS McDOWELL and WHITIS LAND INVESTMENTS, LTD. were the owners of those certain tracts of land containing 55.90 and 81.09 acres which have been platted as THE RIDGE, PHASE TWO, SECTION 1 AND SECTION 2, when those certain Plats and Dedications of THE RIDGE, PHASE TWO, SECTION 1, and THE RIDGE, PHASE TWO, SECTION 2, were filed by STILLHOUSE RIDGE, INC. on October 14, 2005; said Dedications being recorded under Instrument Nos. 46234 and 46235, Official Records of Bell County, Texas, and such Plats being filed in Cabinet D, Slides 74-B, 74-C, and 74-D & 75-A, Plat Records of Bell County, Texas; and

WHEREAS, the Plat and Dedication was signed only by STILLHOUSE RIDGE, INC. and, at the time of filing said Plat and Dedication the undersigned were the owners of record of the subject property, and by virtue thereof the undersigned should have joined in the dedication;

It is the intention of the undersigned to ratify and the undersigned do hereby ratify the above described Plats and Dedication documents in all aspects, as if the undersigned had joined in the execution of the original Plats and Dedications. Furthermore, it is the intention of the undersigned to remove any possibility of disaffirmance of said Plats and Dedications on the basis that the Plats and Dedications were not properly executed at the time of their filing.

Executed this 17th day of October, 2005.

S M COASTLINE MANAGEMENT LC
As General Partner of S M COASTLINE, LTD., a Texas Limited Partnership

BY: _____
SABA HALABY, President

GWM LAND MANAGEMENT, L.C., as
General Partner of GWM LAND, LTD.,
a Texas Limited Partnership

BY: _____
GLENN W. MICHALK, President

WHITIS LAND INVESTMENTS MANAGEMENT, LLC
As General Partner of
WHITIS LAND INVESTMENTS, LTD., a Texas
Limited Partnership

BY: _____
BRUCE WHITIS, President

_____
STEWART FETTIG

_____
CARLOS M. McDOWELL

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 17th day of October, 2005, by GLENN W. MICHALK, as President of GWM LAND MANAGEMENT, L.C., General Partner of GWM LAND, LTD., a Texas Limited Partnership, on behalf of said Partnership.

GAIL A. SOLT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/15/06

_____
NOTARY PUBLIC FOR STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 17th day of October, 20055, by SABA HALABY, as President of S. M. COASTLINE MANAGEMENT, L.C., in its capacity as General Partner of S. M. COASTLINE, LTD., a Texas Limited Partnerhsip, on behalf of said Partnership.

GAIL A. SOLT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/15/06

Gail A Solt
NOTARY PUBLIC FOR STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 17th day of October, 2005, by BRUCE WHITIS, as President of WHITIS LAND INVESTMENTS MANAGEMENT, LLC, as General Partner of WHITIS LAND INVESTMENTS, LTD., a Texas Limited Partnership, on behalf of said Partnership.

GAIL A. SOLT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/15/06

Gail A Solt
NOTARY PUBLIC FOR STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 17th day of October, 2005, by STEWART FETTIG.

GAIL A. SOLT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/15/06

Gail A Solt
NOTARY PUBLIC FOR STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 17th day of October, 2005, by CARLOS M. McDOWELL.

GAIL A. SOLT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/15/06

Gail A Solt
NOTARY PUBLIC FOR STATE OF TEXAS

FILED FOR RECORD
2005 OCT 17 PM 4 07
COUNTY CLERK, BELL COUNTY, TEXAS
046429

RESTRICTIVE COVENANTS

OF THE RIDGE, PHASE TWO, SECTION 2
A SUBDIVISION IN HARKER HEIGHTS, BELL COUNTY, TEXAS

STILLHOUSE RIDGE, INC.. ("Declarant"), is the owner of that certain tract of land situated in the City of Harker Heights, Bell County, Texas, more particularly described by lots and blocks in an exhibit entitled "Legal Description" attached to these Restrictive Covenants, and designated as **THE RIDGE, PHASE TWO, SECTION 2** a subdivision in the **City of Harker Heights**, Bell County, Texas (sometimes referred to as the "Subdivision"). Declarant does hereby adopt the map and final plat of **THE RIDGE, PHASE TWO, SECTION 2**, a subdivision in the City of Harker Heights, Bell County, Texas, said map and plat being recorded **Cabinet D, Slide 74-D and 75-A** of the Plat Records of Bell County, Texas.

The Subdivision will contain those Lots and blocks described in "Legal Description" attached hereto and expressly made a part hereof for all purposes.

Declarant does hereby dedicate to the City of Harker Heights, Bell County Texas and to the public use and for public purposes the streets, avenues, roadways and alleys shown on said plat and that the said Declarant does hereby agree that all future sales and conveyances of said property shall be by reference to the said final plat and dedication.

Declarant does further give, grant, and convey the easements as shown on the said plat for the installation of public utilities, including but not limited to electric power, water, sewer, gas and telephone and reference is hereby made to such plat for the location of such easements. All drainage easements shown on said plat are being specifically dedicated, along with the right of maintenance, repair, and replacement in all easements, including the right of ingress and egress thereto for the purpose of erecting, maintaining and repairing said utility lines and drainage structures.

For the purpose of further assuring the orderly and uniform development of the Subdivision as a residential subdivision of good and desirable character, and in order to carry out a general plan of development for the benefit of each and every purchaser of a Lot in the Subdivision, Declarant makes and imposes the following restrictions, covenants, conditions, and limitations (collectively the "Restrictive Covenants") with reference to the use of the properties of the Subdivision, which will be covenants running with the land.

ARTICLE I
Single Family Residential Construction

No building or structure will be erected, altered or permitted to remain on any Lot other than one **single family residential dwelling not to exceed 2 stories**, exclusive of basement, in height and a **private enclosed attached or enclosed detached garage for no less than 2 cars**. Any enclosed detached or enclosed attached garage will be constructed of permanent materials that will be the same as the residence erected on the Lot in question. No other detached structures of any kind will be allowed except as specifically approved by the Declarant or the Architectural Control Committee (herein referred to as the "ARC") ARC. Approval of all structures will require the written consent of Declarant or the ARC. The attached or detached garage on any Lot may not be enclosed or altered to provide additional residential dwelling space, except as to Lots Ten through Twenty-Six in Block Two, Lots One through Thirty Three in Block Seven ,Lots One through Forty Five in Block Eight, and Lots one and Two, Block Nine.

ARTICLE II
Use Restrictions

The Subdivision will be occupied and used only as follows:

1. No business of any kind will be conducted in any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided below.
2. Except as herein provided, no activity, whether for profit or not, will be carried on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort will be permitted nor will anything be done on any Lot that may be or become an annoyance or a nuisance to the neighborhood. Declarant may maintain in or upon such portions of the Subdivision as Declarant determines, such facilities as, in its sole discretion, may be necessary or convenient, including, but without limitation, construction or sales offices storage areas, model units and signs. During the construction of a residence and at the discretion of Declarant or the ARC, a Builder may maintain a temporary construction or sales office when the prior written consent of the Declarant or the ARC was obtained. The construction or sales office must be removed when required by the Declarant or the ARC. No professional business or commercial activity to which the general public is invited will be conducted on any Lot, except for "in home" offices having specific appointment clients and only when prior written consent of the Declarant or the ARC for the "in home" office was obtained, and only when the "in home" activity is in harmony with the quality of the Subdivision and will protect the value, attractiveness, and desirability of the Lots in the Subdivision.
3. No sign, notice, advertisement or billboard of any kind or make will be displayed to public view on a Lot without the prior written consent and approval of the Declarant or the ARC, except customary name and address signs; **professionally prepared safety signs** not to exceed 6 inches by eight inches in size; and professionally prepared lawn signs not to exceed 5 square feet in size advertising

a property for sale or rent. A safety sign is defined as (a) "No Trespassing signs placed on fencing of a Lot; (b) home security system warning signs; or (c) "Beware of Dog" signs. No "bandit" signs of any kind may be placed on the Property or in the rights-of way.

Declarant or the ARC will have the right to remove any sign, billboard, or other advertising structure that does not comply with the above paragraph, and in so doing will not be subject to any liability for trespass or any other liability in connection with such removal.

4. Nothing will be done or kept on a Lot that would increase the rate of insurance relating thereto, and no Lot owner (individually "Owner" or collectively "Owners") will permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any residence, or which would be in violation of any law.
5. No activities shall be permitted which will unreasonably disturb the quiet enjoyment of the Owners and their guests, invitees, and tenants.
6. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable landscape lighting that has the approval of the Declarant or the ARC). No exterior speakers, horns, whistles, bells or other sound devices (except security devises used exclusively to protect the Lot and the improvements located thereon) will be placed or used upon any Lot without approval of the Declarant or the ARC. Telephones will be allowed outdoors. No fuel tank or similar storage facility will be installed or maintained on any Lot unless constructed as an integral part of the main structure or installed underground and approved by the Declarant or the ARC. No firearms (including air rifles) or fireworks of any kind or make may be discharged in the Subdivision nor will there be any hunting or trapping with the Subdivision.
7. No animals, livestock, poultry, or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs, or other generally recognized household pets (collectively "Pets"). An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guests, invitees, or tenants, and includes (a) dog breeds of pit bull, rotweiler, and doberman pincher, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar registration organization; (b) poisonous insects, amphibians, or reptiles; (c) boa constrictors and other constrictor reptiles; (d) animals considered "feral" or wild by nature except guinea pigs, hamsters, and gerbils; (e) ferrets, and (f) alligators. Additional breeds of animals may be added to the definition of Exotic or Dangerous Animal from time to time, as determined necessary by the Board, in the Board's sole discretion, and the Rules and Regulations will be amended to include such breed of animal.
No more than 4 Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Lot. No Pet may be bred, kept or maintained for any commercial purpose on a Lot. All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash

laws), and in accordance with all rules established by Declarant or the ARC. All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date rabies vaccination. All Pets must be kept indoors, in a fenced area on the Owner's Lot (fenced with materials as required below or by an electronic animal control device), or on a leash. It will be the responsibility of the owner of the Pet to prevent the animals from running loose or becoming offensive or a nuisance to other Owners or occupants. Offensive barking or howling is considered an "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet to clean up after their Pet when in the Common Area or on the private property of others.

No Pets will be permitted in the Common Area except on a leash.

Declarant or the Association may notify the Owner, in writing, of any offensive activity or other violation of this covenant and the steps required by Owner to correct the violation. If the Owner does not correct the violation and the violation continues; or if any Pet endangers the health of an Owner, his guests, invitees, or tenants, or creates a nuisance or an unreasonable disturbance, or is not a common household pet, as may be determined by Declarant or the Association, in the Declarant or the Board's sole discretion, the Pet must be permanently removed from the Subdivision upon 7 days' written notice by Declarant or the Board to the offending Owner. Declarant and the Board may exercise all of its remedies allowed under the Restrictive Covenants, or by law to have the Pet or animal permanently removed from the Subdivision. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal upon written request made by Declarant or the Board, the offending Owner will be in violation of the covenants of the Restrictive Covenants.

8. No rubbish, trash, garbage, or other waste material may be kept or permitted on any Lot, except in sanitary containers located in appropriate areas concealed from public view. Rubbish, trash, garbage or other waste material will not be placed for collection more than 12 hours prior to the scheduled collection time. Any trash containers must be removed and returned to their place of storage within 12 hours of collection. During construction of the home, the Builder will keep the Lot clean and clear of unused building materials, rubbish, trash, garbage, or other waste material. The Builder will make arrangements to have the construction debris removed from the Property within a reasonable period of time. No Owner or Builder may dump unused building materials, construction debris, rubbish, trash, garbage ,cut trees or other waste material on any Lot within the Subdivision.
9. No Owner may store on his/her Lot quantities of building materials in excess of the building materials customarily used by an Owner for its particular home improvement project.
10. No cesspools will be permitted, but every structure will be served by a septic tank system designed and submitted by a licensed engineer or a licensed sanitarian approved by the Declarant or the ARC, and built in accordance with the requirements of the sanitation standards and all other applicable ordinances and/or standards of the applicable governmental authority. All building plans submitted

to the ARC for approval must include sewage layout. This provision will not prevent the Builder from providing its workers and subcontractors with a sanitary facility or port-a-let during the construction of a residence.

11. No structure of a temporary character, trailer, mobile home, motor home, inoperative or abandoned vehicle, basement, tent, shack, garage, barn or other outbuilding may be erected or placed or used on any Lot at any time as a residence.
12. No building or structure of any kind, including but not limited to mobile homes or manufactured homes, may be permanently moved on to or placed on any of the Lots.
13. Declarant or a Builder may temporarily move a trailer onto a Lot under construction for use as a construction or sales office during such periods of construction on such Lot. The Declarant or the ARC must first approve any trailer used for construction or sales purposes, and approve the length of time in which the trailer can remain on the Lot.
14. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway may be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points 25 feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations will apply on any Lot within 10 feet of the intersection of a street, curb line and the edge of a driveway or alley. No trees may be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than 6 feet above ground level.
15. No commercial vehicles, buses, boats, motor homes, or trailers may be left parked on the street or roadway in front of any Lot except for construction and repair equipment/vehicles while a residence or residences are being built or repaired in the immediate vicinity, or a delivery vehicle while making a delivery to a residence during its normal course of business. All of an Owner's commercial vehicles, buses, boats, motor homes or trailers will be parked and enclosed in a garage on the Lot and will not be visible from the street or roadway.
16. An Owner may park the Owner's personal vehicle in the street or roadway in front of such Owner's Lot for periods of time not to exceed 48 continuous hours.
17. No boat trailers, boat, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the street or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, within the garage.
18. No Lot will be used for parking or storage, temporary or otherwise, of any junked vehicle, abandoned or inoperable vehicle, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.
19. A building site will consist of not less than one lot as such Lots are shown on the Subdivision Plat. Only one residence may be constructed per building site. No Lot may be subdivided into more lots.

20. A building site may be two or more adjoining Lots consolidated into one building site at the discretion of the Declarant or the ARC. All setback lines shall be measured from the resulting side property lines rather than the Lots lines reflected on the Subdivision Plat.

21. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind will be permitted on a Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals will be erected, maintained, or permitted on any Lot.

22. During construction of any residence, no alcohol may be brought into the Subdivision and consumed by the Builder or his workers or subcontractors.

23. Declarant or the transferees of Declarant will undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in the Declaration or Restrictive Covenants will be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Subdivision owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise, as approved by Declarant;

© Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise, as approved by Declarant; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdividing Lots as approved by the Declarant.

As used in this paragraph, the words "its transferees" specifically exclude purchasers of Lots improved with completed residences.

ARTICLE III
Residence, Garage, and Outbuilding Construction

1. No building will be located on any Lot nearer to the front or rear Lot line, or nearer to the side street or roadway line, than is shown on the Subdivision Plat or as required by the City of Harker Heights, Texas.
2. No driveways will be constructed without provisions for drainage of surface water along the designated right of way, nor without concrete or brick paving being installed between the street or road paving and the attached or detached garage slab. No building will be constructed on any Lot until provisions have been made for drainage of surface water to off site areas which minimize draining across adjacent property and/or Lots; drainage shall be into the street or road area, or into natural drainage areas wherever possible. **Driveways must be constructed of concrete or brick materials.** No dirt, gravel or road base driveways will be permitted from the street or roadway to the garage slab.
3. Intentionally Omitted
4. Any permanent garage that may be erected upon the Property must be constructed of permanent materials of the same type as that used for construction of the residence on that Lot. Garages may be detached or attached to the residence or to breezeways or covered porches.
5. No air-conditioning apparatus will be installed on the ground in front of a residence or on the roof of any residence. No window air-conditioning apparatus or evaporative cooler will be attached to any front wall or front window of a residence or at any other location where such would be visible from any street or roadway.
6. **All outbuildings or storage buildings** must be of new construction, from the ground up. Any outbuilding or storage building constructed on a Lot within the Subdivision must be of a type, design and material matching the residence and approved by the Declarant or the ARC prior to construction. No portable building, i.e. metal, wood or plastic storage building, may be moved onto any Lot within the Subdivision.
7. All fence plans and designs must be approved by the Declarant or the ARC who has the right to require certain types of fences and certain types of materials to be used, including, but not limited to columns constructed of brick, or masonry matching the house with ornamental iron in between, not to exceed six (6) feet in height. Initial fence construction must be completed by the Builder or Owner within 30 days of the completion of the residence, but in any event prior to Owner occupancy of the residence, unless completion is extended in writing by the ARC. Wood fences are prohibited. Chain link fences are prohibited except for use in the construction of a fenced-in area for dog run located within the privacy fenced rear yard of an Owner, and any such chain link fence must be approved in writing by the ARC. All fences located between residences must present a uniform appearance and be "in-line" with each other. Each Owner will be responsible for the maintenance, repair, replacement, and upkeep of his/her fence.
8. Intentionally Omitted
9. Intentionally omitted.
10. Intentionally Omitted
11. All landscaping of each Lot must be completed within 30 days of the completion of the residence, but in any event prior to the Owner occupancy of the residence, in a manner approved by the Declarant or the ARC. Each Builder or Owner will

sod grass in an area which is extended a minimum of 10 foot in the rear and each side of the residence with the front extended to the curb line and sodded not less than 10 foot from the curb line of any front or side street, within 30 days of the completion of the residence. Any lawn will include the unpaved area between the Lot and the curb of any street or roadway adjacent to such Lot. If however, construction of the residence is completed at a time of year when seasonal or other conditions make installation of the sod, grass, trees, shrubbery, or other landscaping improvements impractical, the Builder and/or Owner will enter into a separate written Agreement with the ARC or the Association, in form and substance required by the ARC or the Association, extending the date for installation of the lawn and landscaping and establishing a date by which such lawn and landscaping will be installed. Owners may enter into a voluntary agreement for joint lawn maintenance of all or any part of the lawn; however, lawn maintenance will remain the ultimate responsibility of each Owner. Builder will be responsible for maintaining a healthy lawn until the residence is sold to a third party.

12. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat for the Subdivision or by separate instrument recorded in the Real Property Records of Bell County, Texas, and no structure (except approved fences, irrigation or water sprinkling systems, and driveways) may be erected upon any of said easements. Neither Declarant nor any utility company using the easements will be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of any Owner located on the land covered by said easements.

13. Intentionally omitted.

14. No swimming pool, tennis court, or other outdoor recreational structure will be installed or constructed on any Lot without the prior approval of the Declarant or the ARC.

15. No above-ground swimming pool will be installed or constructed on any Lot.

16. A swing, playground equipment, gazebo, or other structure that exceeds the height of the fence line and is visible to the adjoining Lot may be installed and maintained by an Owner, with the prior written approval of the Declarant or the ARC, so long as such swing, playground equipment, gazebo, or other structure is well maintained and is not offensive to neighboring Lots and Owners. In the event the Declarant or the ARC deems such structure to be offensive or poorly maintained, Owner will remove such structure within 10 days of written notice from the Declarant or the ARC.

17. No tree houses may be constructed in any tree on any Lot.

18. All improvements must be of new construction, from the ground up, and no house may be moved on any Lot or portion of the Subdivision unless approved by the Declarant or the ARC.

19. Any residence constructed on a Lot must have not less than a total square footage of air-conditioned floor area, exclusive of open or screened porches ,terraces, patios, decks, driveways , basements, and garages as follows: 2000 Square Foot on all the lots shown on the Final Plat of Phase Two, Section Two.

20. With respect to the first story of a residence, any residence constructed on all the Lots must be not less than seventy-five percent brick, masonry, Austin limestone or stucco (collectively "Masonry").
21. No roof on any residence constructed on a Lot will have less than a 5 foot/12 foot roof slope. Unless otherwise approved in writing by the Declarant or the ARC, all roofs will be constructed or covered with at least 30 year composition dimensional-cut or Timberline style shingles (meaning having a manufacturer's warranty of at least 30 years) or metal or tile with the approximate color of either muted brown or gray or as approved by the Declarant or the ARC. All vent pipes and flashings must be painted to match the roof color.
22. Intentionally Omitted
23. No add-on patio covers or carports may be constructed on any Lot, unless approved by ARC.

ARTICLE IV
Owners' Obligation to Repair

1. Owner will be solely responsible for exterior maintenance upon each Lot and associated building, fence, structure, underground irrigation or water sprinkling system, or improvement as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual Owner.
2. Each Owner will, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE V
Owners' Obligation to Rebuild

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it will be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction must be undertaken within 3 months after the damage occurs, and must be completed within 9 months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. The ARC will approve all plans for repair or reconstruction.

ARTICLE VI
Lot Maintenance

1. The Owners or occupants of all Lots will at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and will in no event use any Lot for storage of materials or equipment unless incident to construction of improvements thereon as herein permitted. Nor will any Owner or occupant of a Lot permit the accumulation of garbage, trash or rubbish of any kind thereon and

will not burn anything during the construction phase of the improvements except as permitted by the Declarant or the ARC. Garbage, trash or rubbish and other waste materials must be kept only in containers designed for such purpose. Containers must be kept clean and sanitary, and must be concealed and stored from the view of a public street or another Lot, away from front yards, except on "collection day". All trash containers will not be placed for collection more than 12 hours prior to the scheduled collection time and will be promptly returned to the storage location within 12 hours of collection.

2. After the completion of the original improvements, no burning is allowed, except in interior fireplaces designed for such use.
3. The exterior drying of clothes, sheets, rugs or other linens is prohibited. Clotheslines are specifically prohibited.
4. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, and such default continues after written notice thereof, the Declarant or the ARC, without liability to the Owner or occupant in trespass or otherwise, will be allowed to enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of any Lot to pay such statement immediately upon receipt thereof. If payment is not made in accordance with the written notice, the Declarant or the ARC may seek all remedies available to it by law.

ARTICLE VII
Protection of Adjacent Property

During the construction of any improvements to a Lot the Builder or Owner will take all reasonable precautions as specified by the Declarant or the ARC to prevent erosion of soil onto adjoining property, including but not limited to, the construction of hay bale barriers around the perimeter of the Lot to which the improvements are being made.

ARTICLE VIII
Use of Common Area

The Common Area, **IF ANY**, will be for the use and benefit of the Owners and their guests, invitees, and tenants. Each Owner and their guest, invitees, and tenants must abide by these Restrictive Covenants and by any Rules and Regulations established by the Declarant or ARC from time to time.

The Common Area will be available for use from dawn to dusk, or as posted by the Declarant or ARC. Use of the Common Area outside of the posted hours must be approved by the Declarant or ARC, in writing and in advance of such use. No alcohol may be brought into a Common Area. No motorcycles or motorized vehicles may be brought into a Common

Area except on paved streets and trails designed and authorized for such motorized vehicular use.

All gatherings or celebrations of any kind, including but not limited to family reunions, birthday parties, or other gatherings of more than the Owner and his/her immediate family, held within a Common Area must have the prior written approval of the Declarant or ARC.

Declarant and the ARC assume no liability for the safety of any person using the Common Area. To the maximum extent allowable by law, each Owner, both for himself/herself and on behalf of his/her minor children, and his/her guests, invitees, and tenants, by acceptance of a deed, hereby releases the Declarant and the ARC from liability as a result of any accident, injury, mishap or condition on any of the Common Area. Each Owner expressly assumes all risks, liabilities, claims, damages, and costs resulting or arising from or related to the Common Area. Each Owner agrees to indemnify, defend, and hold harmless Declarant and the ARC, its agents, employees, representatives, officers, directors, successors, and assigns, from and against any and all claims, losses, damages, costs, or expenses of any kind, character, or nature arising out of or resulting from any accident, injury, mishap, or condition that may arise in connection with the Common Area, including but not limited to any liability arising from or through Owner, any member of Owner's family, or Owner's guests, invitees, and tenants.

ARTICLE IX
Additional Provisions

These Restrictive Covenants set forth above, and each of them, will be covenants running with the title to the Subdivision and every part thereof and every re-subdivision thereof, until 20 years from the date of this conveyance, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument signed by a majority of the then land owners of the Subdivision may change the Restrictive Covenants in whole or in part.

These Restrictive Covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any covenant shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. The Declarant , the ARC or any Owner may enforce these Restrictive Covenants.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The Architectural Control Committee (herein referred to as the "ARC") shall consist of Bruce Whitis, Saba Halaby, Glenn Michalk and Randy Redding. Additional members or substitute members shall be appointed by the majority vote of the above initial members. Not withstanding any other provisions above, the ARC shall have the right to modify these Covenants or grant variances to these Covenants and give approvals as required by these Covenants upon signature of at least two members.

VOL 5861 PG 240

EXECUTED effective October 17 **2005.**

STILLHOUSE RIDGE, INC.
a Texas Corporation

By: _____
BRUCE WHITIS, President

FILED FOR RECORD
2005 OCT 17 PM 4 00
COUNTY CLERK
BELL COUNTY, TEXAS

046437

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on October 17, **2005,** by **BRUCE WHITIS,** in his capacity as President of STILLHOUSE RIDGE, INC, a Texas corporation, for and on behalf of said corporation.

NOTARY PUBLIC
Brenda Clanton

BRENDA CLANTON
Notary Public, State of Texas
My Commission Expires 08-20-2007

AFTER RECORDING, RETURN TO:
BRUCE WHITIS
3000 Illinois
Killeen, Texas 76543

AMENDED RESTRICTIVE COVENANTS

FINAL PLAT OF THE RIDGE, PHASE TWO, SECTION 1,
Cabinet D, Slides 74-B & 74-C and
FINAL PLAT OF THE RIDGE, PHASE TWO, SECTION 2,
Cabinet D, Slides 74-D & 75-A

STATE OF TEXAS

COUNTY OF BELL

THAT, STILLHOUSE RIDGE, INC., owner of all lots in all blocks of THE RIDGE, PHASE TWO, SECTIONS 1 AND 2, which filed Restrictive Covenants affecting such property as recorded under Instrument No. 46436, and in Volume 5961, Page 217, Official Public Records of Bell County, Texas, modifies and amends Article III, Paragraph 19 thereof to read as follows:

"19. Any residence constructed on a lot must have not less than a total square footage of air-conditioned floor area, exclusive of open or screened porches, terraces, patios, decks, driveways, basements, and garages, as follows: 2600 SQUARE FOOT RESIDENCES ARE REQUIRED ON LOTS TWENTY-THREE AND TWENTY-FOUR, IN BLOCK FIVE, AND LOTS ELEVEN THROUGH FOURTEEN, IN BLOCK FOUR; AND 3000 SQUARE FOOT RESIDENCES ARE REQUIRED ON LOTS NINE, TEN, AND FIFTEEN THROUGH TWENTY-THREE, IN BLOCK FOUR; AND LOTS TWENTY-FIVE THROUGH FIFTY-FOUR IN BLOCK FIVE "

WITNESS the execution hereof, this 18th day of October, 2005.

STILLHOUSE RIDGE, INC.

BY: _____
Bruce Whitis, President

BRUCE WHITIS, SABA HALABY and GLENN W. MICHALK, BEING ALL THE REQUIRED MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE, APPROVE AND CONSENT TO THIS AMENDMENT BY THEIR SIGNATURES HERETO.

_____
BRUCE WHITIS

_____
SABA HALABY

_____
GLENN W. MICHALK

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BELL

This instrument was acknowledged before me on October 18, 2005, by SABA HALABY AND GLENN W. MICHALK, as Members of the Architectural Control Committee, and by BRUCE WHITIS, as a Member of the Architectural Control Committee and as President of STILLHOUSE RIDGE, INC., a Teaxs Corporation, on behalf of said Corporation.

_____
NOTARY PUBLIC FOR STATE OF TEXAS

GAIL A. SOLT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/15/06

RELEASE OF LIEN

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

THAT the undersigned, of Bell County, Texas, the legal and equitable owner and holder of one certain promissory note in the principal sum of **ONE MILLION THREE HUNDRED FORTY=FOUR THOUSAND TWO HUNDRED SEVENTY-EIGHT AND 40/100 DOLLARS ($1,344,278.40)** dated **September 13, 2005**, executed by **SPLAWN RANCH PARTNERSHIP**, payable to the order of **VIRGINIA ARLENE KUEHN**, more fully described in a Deed of Trust, duly recorded in Volume _____, Page _____, Official Records of **BELL** County, Texas; said note being secured by a Deed of Trust lien (and Vendor's Lien, if applicable) against, AMONG OTHER PROPERTY, the following described property, to-wit:

BEING 0.117 acre of land, more or less, out of the William H. Cole Survey, Abstract No. 200, Bell County, Texas, and being a part of that certain 202.7 acre "Tract I", described in a Deed to GLADYS SPLAWN, in Volume 794, Page 669, Deed Records of Bell County, Texas; subject tract being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes

for a good and valuable consideration paid to the undersigned, the receipt of which is hereby acknowledged, hereby RELEASES and DISCHARGES the above described property from said lien or liens, but it is expressly agreed and understood that this is a PARTIAL RELEASE and that the same shall in no wise release, affect or impair said lien or liens against any other property in said instruments mentioned.

EXECUTED the 4th day of October, 2005.

Virginia Arlene Kuehn

VIRGINIA ARLENE KUEHN

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the 4th day of October, 2005, by VIRGINIA ARLENE KUEHN.

Gail A Solt

NOTARY PUBLIC, STATE OF TEXAS

GAIL A. SOLT
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/15/06

FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

August 18, 2005

Surveyor's Field Notes for the CITY OF KILLEEN, for:

0.117 Acre, being part of the **WILLIAM H. COLE SURVEY, ABSTRACT NO. 200**, in Bell County, Texas, and being a part of that certain called 202.7 acre "Tract I" described in a deed to GLADYS SPLAWN, of record in Volume 794, Page 669 of the Deed Records of Bell County, Texas; said 0.117 acre was surveyed by All County Surveying, Inc., and is more particularly described by these metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the east right-of-way line of a public maintained roadway known as STATE HIGHWAY 195, said iron rod being in the north line of said 202.7 acre SPLAWN tract, same being the south line of that certain called 1526.34 acre tract described in a deed to the UNITED STATES OF AMERICA, of record in Volume 514, Page 225 of said Deed Records.

THENCE in a southerly direction, leaving the north line of said 202.7 acre SPLAWN tract, and crossing said 202.7 acre SPLAWN tract, with the east right-of-way line of said STATE HIGHWAY 195, **SOUTH 03 deg 31 min 58 sec WEST, a distance of 399.06 feet** to a 5/8" iron rod with cap marked "All County" set for the northwest corner and **POINT OF BEGINNING** of this tract.

THENCE in an easterly direction, leaving the east right-of-way line of said STATE HIGHWAY 195, continuing across said 202.7 acre SPLAWN tract, **SOUTH 85 deg 49 min 33 sec EAST, a distance of 72.27 feet** to a 5/8" iron rod with cap marked "All County" set for the northeast corner of this tract.

THENCE in a southerly direction, continuing across said 202.7 acre SPLAWN tract, **SOUTH 04 deg 10 min 27 sec WEST, a distance of 71.00 feet** to a 5/8" iron rod with cap marked "All County" set for the southeast corner of this tract.

THENCE in a westerly direction, continuing across said 202.7 acre SPLAWN tract, **NORTH 85 deg 49 min 33 sec WEST, a distance of 71.48 feet** to a 5/8" iron rod with cap marked "All County" set in the east right-of-way line of said STATE HIGHWAY 195 for the southwest corner of this tract, from which a 4" TXDOT brass disk in concrete found in the east right-of-way line of said STATE HIGHWAY 195 bears SOUTH 03 deg 31 min 58 sec WEST, a distance of 111.45 feet.

THENCE in a northerly direction, continuing across said 202.7 acre SPLAWN tract, with the east right-of-way line of said STATE HIGHWAY 195, **NORTH 03 deg 31 min 58 sec EAST, a distance of 71.00 feet** to the Point of Beginning, containing **0.117 Acre.**

Directional Control based on NAD 83 information shown on new TXDOT Highway Project named "Reese Creek Road". This description accompanies a Surveyor's Sketch of the herein described 0.117 acre tract.

Surveyed August 1, 2005

ALL COUNTY SURVEYING, INC.
1 (800) 749 - PLAT
File: 995898B1.fns

EXHIBIT "A"
Page 1

8-18-05

Jeffrey M. Baylor
Registered Professional Land Surveyor
Registration No. 5335

Surveyor's Sketch showing a 0.117 acre tract, being part of the William H. Cole Survey, Abstract No. 200, Bell County, Texas.

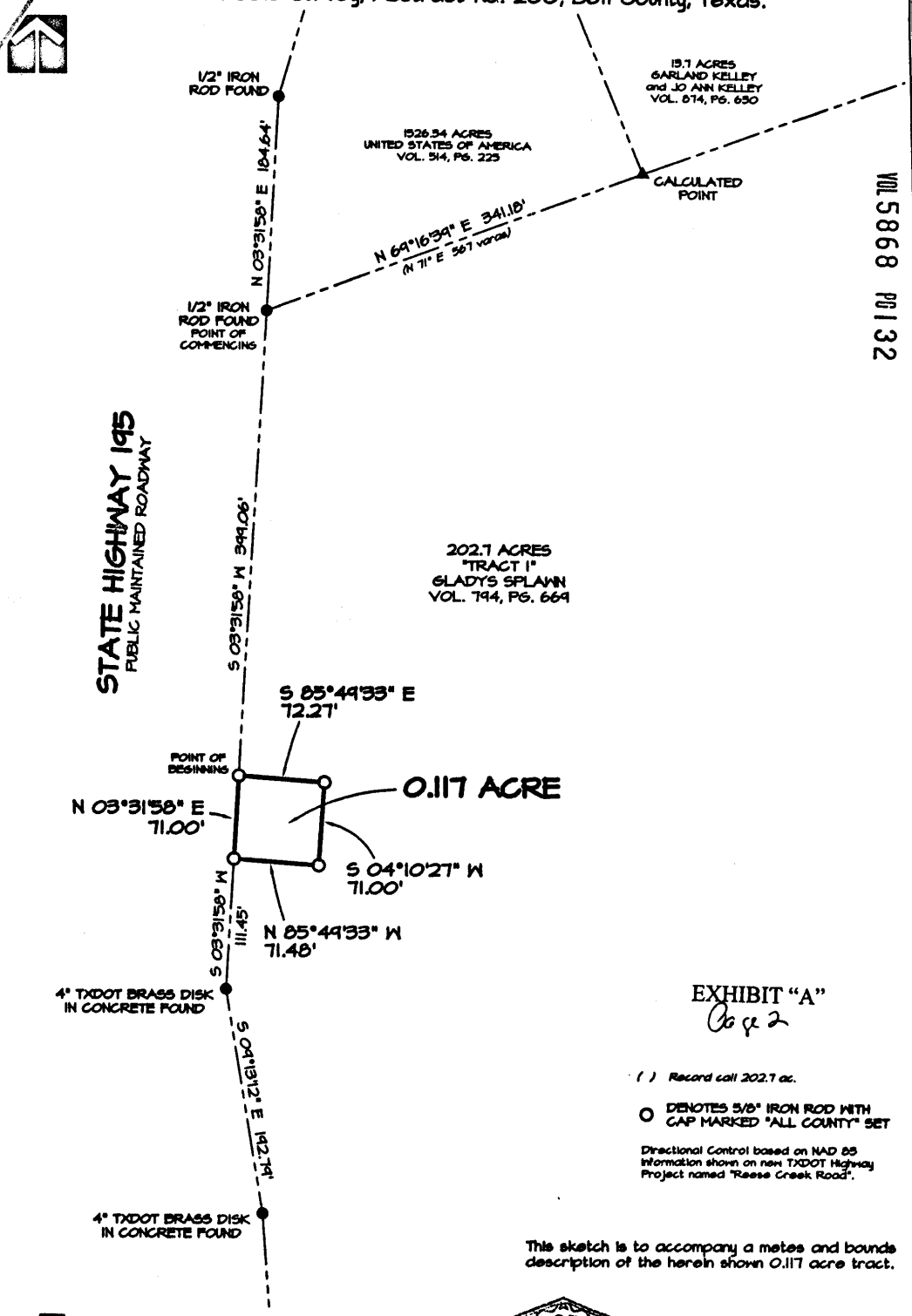


EXHIBIT "A"
Pg 2 of 2

( ) Record call 202.7 ac.

O DENOTES 5/8" IRON ROD WITH CAP MARKED "ALL COUNTY" SET

Directional Control based on NAD 83 information shown on new TXDOT Highway Project named "Reese Creek Road".

This sketch is to accompany a metes and bounds description of the herein shown 0.117 acre tract.

ALL COUNTY SURVEYING, INC.
• Surveying
• Mapping
• Construction Layout
1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608

STATE OF TEXAS
REGISTERED
Jeffrey Michael Baylor
5335
PROFESSIONAL
LAND SURVEYOR

8-18-05

Survey completed	8-1-05
Scale:	1" = 100'
Job No.	995898
Dwg No.	995898B1
Drawn by	JMB
Surveyor	JMB #5335

Copyright 2005 All County Surveying, Inc.

VOL 5868 PG 133 047601

FILED FOR RECORD

2005 OCT 24 AM 10:21

CNTY CLERK, DENTON CNTY, TX

DEPUTY

26

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774-D
lot 2

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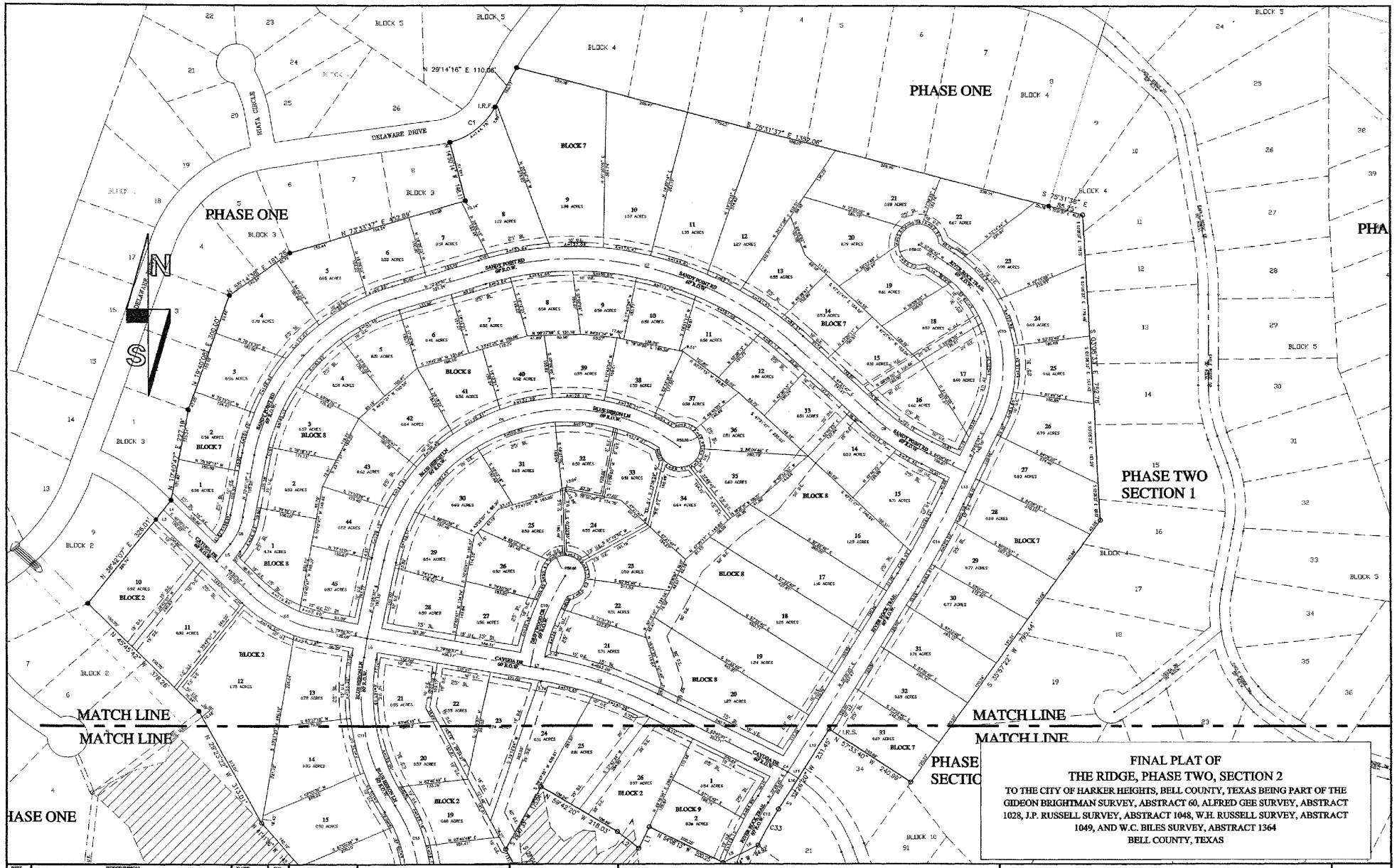
774-D



D/75-A
2 of 2

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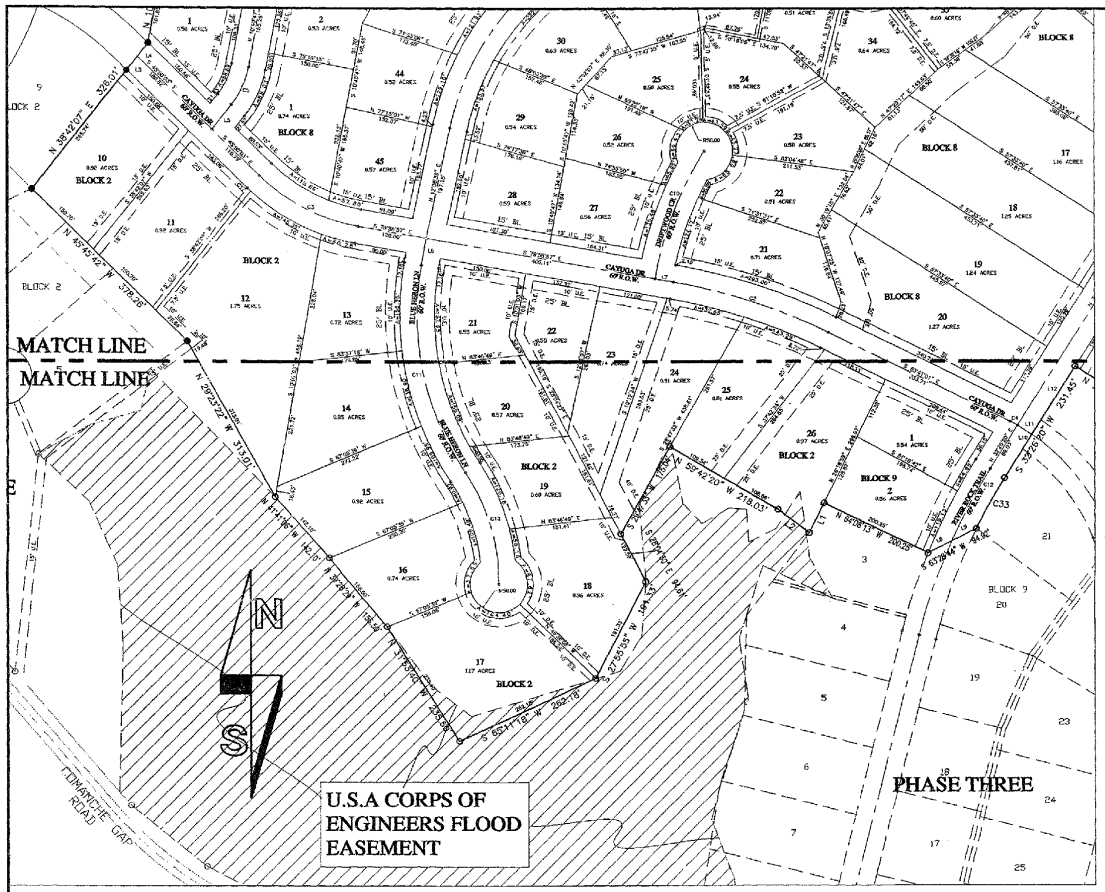
75-A



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	180.00'	144.78'	140.91'	N 52°16'43" E	46°05'01"
C2	1000.00'	284.47'	283.51'	N 71°49'59" W	16°17'56"
C3	327.76'	195.34'	192.47'	N 62°54'30" W	34°08'54"
C4	364.10'	13.91'	13.91'	S 61°37'14" E	02°11'20"
C5	150.00'	73.36'	72.63'	N 24°41'27" E	28°01'20"
C6	500.00'	548.73'	521.61'	N 42°07'12" E	62°52'49"
C7	800.00'	824.87'	788.81'	S 76°54'05" E	59°04'37"
C8	600.00'	175.95'	175.32'	N 55°45'51" W	16°48'06"
C9	462.22'	928.35'	780.00'	N 59°13'06" E	115°04'37"
C10	611.34'	240.60'	239.05'	N 21°19'11" E	22°32'57"
C11	500.00'	379.34'	370.31'	N 11°43'02" W	43°28'11"
C12	1000.00'	143.88'	143.76'	N 28°18'01" E	08°14'36"
C13	350.00'	296.36'	293.38'	S 16°35'42" E	33°46'51"
C14	2000.00'	230.52'	230.39'	N 29°08'13" E	06°36'14"
C15	300.00'	433.96'	397.10'	S 15°36'18" E	82°52'47"
C16	830.00'	26.26'	26.26'	N 74°27'59" E	01°48'45"
C17	357.76'	7.62'	7.62'	N 46°26'39" W	01°13'12"
C18	470.00'	25.31'	25.31'	N 12°14'06" E	03°06'36"

LINE	BEARING	DISTANCE
L1	S 26°18'59" W	57.72'
L2	N 53°12'12" W	67.07'
L3	N 36°42'07" E	30.14'
L4	N 36°42'07" E	30.14'
L5	N 36°42'07" E	54.84'
L6	S 10°01'03" W	47.16'
L7	S 79°58'57" E	32.95'
L8	S 63°28'47" W	48.39'
L9	S 63°28'47" W	48.53'
L10	S 32°26'20" W	30.02'
L11	S 32°26'20" W	30.01'
L12	S 32°26'20" W	112.09'
L13	N 25°50'05" E	72.28'

● - INDICATES ½" IRON RODS WITH CAPS MARKED "MITCHELL & ASSOCIATES, KILLEEN" FOUND.
○ - INDICATES ½" IRON RODS WITH CAPS MARKED "CORNER, 1952" SET.

KNOW ALL MEN BY THESE PRESENTS, that Stillhouse Ridge, Inc., whose address is 3000 Illinois Ave, Ste. 100, Killeen, TX. 76543, being sole owner(s) of certain 81.09 acres tract of land in Bell County, Texas, part of the W.H. Russell Survey, Abstract No. 1049, part of the J.P. Russell Survey, Abstract No. 1048, W. C. Biles Survey Abstract 1364, the Alfred Gee Survey, Abstract 1028, and part of the Gideon Brightman Survey, Abstract 60, which it more fully described in the dedication of **THE RIDGE, PHASE TWO, SECTION 2** as shown by the plat hereof, attached hereto, and made a part hereon, and approved by the City Council of the City of Harker Heights, Bell County, Texas, and Stillhouse Ridge, Inc., does hereby adopt said **THE RIDGE, PHASE TWO, SECTION 2,** as an addition to the City of Harker Heights, Bell County, Texas, and hereby dedicates to said city all streets, avenues, roads, drives and alleys shown on said plat, the same to be used as public thoroughfares and for the installation and maintenance of public utilities when and as authorized by the City of Harker Heights. The utility easements shown on said plat are dedicated to said city for the installation and maintenance of any and all public utilities, which the city may install or permit to be installed or maintained.

WITNESS the execution hereof, on this 14th day of October, 2005

For: Stillhouse Ridge, Inc.

Bruce Whitis, President

Before me, the undersigned authority, on this day personally appeared Bruce Whitis known to me to be the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

ANGELA M. CAMP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-29-2008

Angela M Camp
NOTARY PUBLIC STATE OF TEXAS
My Commission Expires: 10-29-08

APPROVED this the 29th day of June, 2005 by the Planning and Zoning Commission of the City of Harker Heights, Bell County, Texas.

CHAIRMAN, PLANNING COMMISSION

SECRETARY, PLANNING COMMISSION

APPROVED this the 12th day of July, 2005 by the City Council of the City of Harker Heights, Bell County, Texas.

MAYOR, CITY OF HARKER HEIGHTS

ATTEST: CITY SECRETARY

FILED FOR RECORD this 14 day of Oct, 2005 in Cabinet D, Slide 241 Plat Records of Bell County, Texas.

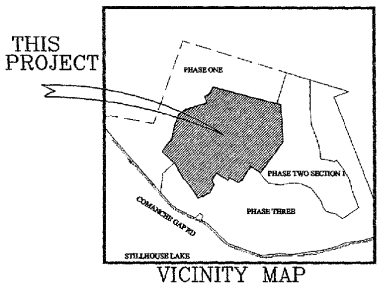
75-A

STATE OF TEXAS
COUNTY OF BELL

I, A. W. KESSLER, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I DID CAUSE THE PLAT ATTACHED HERETO TO BE PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT ALL CORNER MONUMENTS WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS.

BY: A. W. Kessler 10-3-05
A. W. KESSLER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1932

STATE OF TEXAS
A. W. KESSLER
1932
REGISTERED
LAND SURVEYOR



VICINITY MAP
N.T.S.

TAX CERTIFICATE

The Bell County Tax Office, the taxing authority for all entities in Bell County, Texas does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this 14th Day of October A.D. 2005

BELL COUNTY TAX OFFICE

By: Deanna T Lewis

FINAL PLAT OF THE RIDGE, PHASE TWO, SECTION 2

TO THE CITY OF HARKER HEIGHTS, BELL COUNTY, TEXAS BEING PART OF THE GIDEON BRIGHTMAN SURVEY, ABSTRACT 60, ALFRED GEE SURVEY, ABSTRACT 1028, J.P. RUSSELL SURVEY, ABSTRACT 1048, W.H. RUSSELL SURVEY, ABSTRACT 1049, AND W.C. BILES SURVEY, ABSTRACT 1364
BELL COUNTY, TEXAS

REV.	DESCRIPTION	DATE	BY

PROJ. NO.
CRD. FILE: RIDGE_STKOUT
SCALE: 1"= 100.00'
AUTHORIZED BY:

DRAFT DATE: JUNE 2005
DRAWN BY: BC
APPROVED BY:

PROJECT INFORMATION
TOTAL ACRES: 81.09
TOTAL BLOCKS: 4
TOTAL LOTS: 97

GRAPHIC SCALE
0 100 200 300
0 1" 2" 3"

BENCHMARK:
R.R. SPIKE FOUND SOUTH SIDE OF 30" CEDAR STUMP, SOUTH WEST CORNER OF LOT 1, BLOCK 2, IN PHASE ONE OF THE RIDGE
ELEV: 868.86

FINAL PLAT OF
THE RIDGE, PHASE TWO, SECTION 2
City of Harker Heights, Bell County, Texas

W & B
W & B Development, Ltd.
3000 ILLINOIS AVE
KILLEEN, TEXAS
PHONE: 254-953-5353 FAX: 254-953-5057

SHEET 2 OF 2

Dedication Vol 5860 Page 335