

SECTION 1. WALLS AND FENCES.

(a) All fences or walls must be approved in writing by the New Construction Committee. Each Lot must have New Construction Committee-approved fencing constructed thereon, not to exceed seven feet (7') feet in height along and immediately adjacent to all rear and side property lines of the Lot, and not to be constructed closer than the building set-back along the front boundary of the Lot. However, with respect to Corner Lots, such fencing shall not be closer to the Lot boundary siding on the Street than the applicable building set-back line established on the Plat. Specific guidelines for all fencing materials and styles for use on all Lots in the Neighborhood will be established by the New Construction Committee and enforced by the Association.

(b) The following Lots that abut Northgate Crossing Boulevard in the Neighborhood shall have constructed and maintained thereon, at all times, a uniform wood fence seven feet (7') in height, that runs along the rear property line of such Lots and parallels and is immediately adjacent to (but does not encroach into) the landscape reserve indicated on the Plat:

Lots 1-7 in Block 1.

(c) In order to maintain the theme and character of the Declarant's Property subject to the Declaration in general, and the uniform plan and character of Northgate Crossing Boulevard in particular, the fence on each Lot adjacent to such Street shall be maintained by the Owner of the Lot in the original style and location approved by the New Construction Committee unless a change is subsequently approved in writing in the sole discretion of the New Construction Committee, except the Association shall maintain any brick walls or columns of such fence and shall be responsible for one-half of the maintenance costs of the fence along Northgate Crossing Boulevard.

(d) No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Plat of the Neighborhood. The erection of chain link fences on any Lot is prohibited. Owners shall construct and maintain a fence or other suitable enclosure to screen from public view outside clothes lines, yard equipment, and wood piles or storage piles.

SECTION 2. GARAGES AND GARAGE ACCESS.

(a) All garages to be constructed on Lots within the Neighborhood must be approved in writing by the New

Construction Committee. Detached garages shall not exceed one story in height on any Lot in the Neighborhood. Attached garages may not exceed two stories in height. All overhead garage doors must be constructed of real wood or metal approved as to style and appearance by the New Construction Committee. No masonite, plywood or glass shall be permitted in overhead garage doors.

(b) Certain Lots in the Neighborhood shall be restricted in their driveway access to certain adjacent Streets. The following Lots in the Neighborhood are prohibited from having garage access from (i.e., driveway access onto) Crossgate Boulevard:

Lots 1, 15, 16, 31 and 32 in Block 1.

(c) Minimum setback lines for garage structures facing (or up to a forty-five degree (45°) angle away from) the Street on which such Lot fronts in the Neighborhood shall be as follows:

(i) Setbacks from each front Lot boundary shall be twenty-five feet (25'); and

(ii) Setbacks from side Lot boundaries shall be five feet (5') for attached garages and three feet (3') for detached garages. However, with respect to garages on Corner Lots, the overhead garage doors of which face (or are up to a forty-five degree angle away from) the side boundary of such Lot siding on such Street, the set-back for the garage shall be the applicable building set-back line set forth on the Plat. No garage structure may encroach onto a dedicated utility easement.

(d) No attached garage in the Neighborhood shall have more than one (1) story of habitable space above the first story, and the first story shall be reserved and utilized solely for parking of motor vehicles.

SECTION 3. LIVING AREA REQUIREMENTS. The ground floor area of any one-story (1) Single Family Residence, exclusive of open porches and garages, shall contain not less than 1,500 square feet. Exclusive of open porches and garages, the total living area of any Single Family Residence of more than one story shall be at least 1,500 square feet. No Single Family Residence in the Neighborhood shall contain more than 2,600 square feet, exclusive of open porches and garages. No Single Family Residence in the Neighborhood with a detached garage shall contain more than 2,340 square feet, exclusive of open porches and garages.

SECTION 4. LANDSCAPING AND TREE PLANTING; IRRIGATION. All landscaping plans for Lots in the Neighborhood must be submitted to the New Construction Committee for approval. All Corner Lots shall have a minimum of two (2) live trees at least two and one-half inches (2.5") in diameter planted and maintained in the front yard; and other Lots shall have a minimum of one (1) live tree at least two and one-half inches (2.5") in diameter planted and maintained in the front yard. All such trees that die shall promptly be replaced by the Owner of the Lot in question so as to be in compliance herewith.

SECTION 5. CHIMNEYS. All exterior chimneys on the Single Family Residences in the Neighborhood shall be constructed of materials which have been approved in writing by the New Construction Committee.

SECTION 6. DEVELOPMENT PERIOD. During the period of time that any Lots or Single Family Residences located with the Neighborhood are being developed and marketed ("Development Period"), Declarant, with the right of assignment, shall have and hereby reserves the right to reasonable use of the Common Areas owned by the Association in the Neighborhood in connection with the promotion and marketing of land within the Properties.

SECTION 7. INTENT AND AMENDMENT. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration of Restrictions apply only to the Neighborhood (i.e., CrossGate Village). Notwithstanding any provisions of this Supplemental Declaration of Restrictions to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Neighborhood only in and by virtue of this Supplemental Declaration of Restrictions (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of both (i) the Owners of two-thirds (2/3rds) of the Lots in CrossGate Village, and (ii) Declarant, as long as Declarant owns any part of the Properties subject to the jurisdiction of the Association (by annexation or otherwise).

SECTION 8. NEIGHBORHOOD ASSESSMENT. No specific Neighborhood Assessment is mandated by this Supplemental Declaration. Therefore, Owners of Lots within the Neighborhood may be assessed and are liable to pay a Neighborhood Assessment in addition to the General Assessments only if levied by the Association's Board of Directors in accordance with Article IV, Section 2(b) of the Declaration.

SECTION 9. AGREEMENT. Each Owner of a Lot in the Neighborhood by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in the Neighborhood, whether or not it shall be so expressed in such deed,

is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration of Restrictions as well as all restrictions, obligations, requirements and liabilities set forth in the Declaration.

This Supplemental Declaration of Restrictions shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Declaration.

IN WITNESS WHEREOF, this Declaration is executed this 17 day of February, 1997.

NORTHGATE CROSSING PARTNERS, LTD., a Texas limited partnership

By: Lacuna Corporation, a Texas corporation, general partner

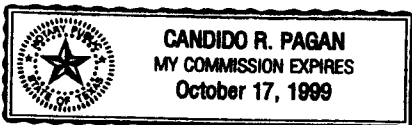
By: [Signature]
Its: Vicepresident

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Antonio Ballester Vice President of Lacuna Corporation, a Texas corporation which is the general partner of Northgate Crossing Partners, 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.

GIVEN under my hand and seal of office this 17th day of February, 1997.

[Signature]
Notary Public in and for the State of Texas



Candido R. Pagan
Name printed or typed
My commission expires: 10-17-99

**LIENHOLDER'S CONSENT AND SUBORDINATION
TO SUPPLEMENTAL DECLARATION OF RESTRICTIONS FOR
VILLAGES OF NORTHGATE CROSSING, SECTION TWO**

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

That Vista Properties Company, a division of Centex Homes, a Nevada general partnership, the owner and holder of that certain promissory note dated August 28, 1996 in the original principal amount of \$1,100,000.00, executed by Northgate Crossing Partners, Ltd., a Texas limited partnership, payable to the order of Vista Properties Company, a division of Centex Homes, secured by a deed of trust lien on the property as evidenced by deed of trust instrument filed under County Clerk's File No. S095290 and recorded in the Official Public Records of Real Property of Harris County, Texas, and the beneficiary of certain approval rights under the Original Declaration, executes this instrument to evidence its consent to and to subordinate the lien of such deed of trust to the foregoing Supplemental Declaration of Restrictions for Villages of Northgate Crossing, Section Two.

EXECUTED the 13th day of February, 1997.

VISTA PROPERTIES COMPANY,
a division of CENTEX HOMES,
a Nevada general partnership

By: _____

Its: Exec VP

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 13th day of February, 1997 by F. Charles Emery II, Exec. VP of Vista Properties Company, a division of Centex Homes, a Nevada general partnership, on behalf of said company.

(SEAL)

[Signature]
Notary Public in and for
the State of Texas



Brenda K. Smedley
Name printed or typed
My commission expires: 10/7/2000

511-92-1651

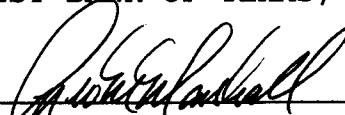
LIENHOLDER'S CONSENT AND SUBORDINATION
TO SUPPLEMENTAL DECLARATION OF RESTRICTIONS FOR
VILLAGES OF NORTHGATE CROSSING, SECTION TWO

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

That Southwest Bank of Texas, N.A., the owner and holder of that certain promissory note dated August 28, 1996 in the original principal amount of \$2,550,000.00, executed by Northgate Crossing Partners, Ltd., a Texas limited partnership, payable to the order of the undersigned, secured by a deed of trust lien on the property as evidenced by deed of trust instrument filed under County Clerk's File No. S095286 and recorded in the Official Public Records of Real Property of Harris County, Texas, executes this instrument to subordinate the lien of such deed of trust to the foregoing Supplemental Declaration of Restrictions for Villages of Northgate Crossing, Section Two.

EXECUTED the 18th day of February, 1997.

SOUTHWEST BANK OF TEXAS, N.A.

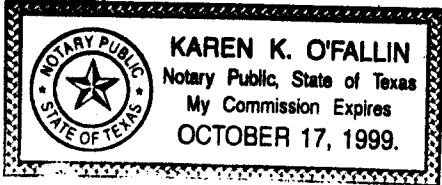
By: 

Its: Sr. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 13th day of FEBRUARY, 1997 by GEORGE M. MARSHALL, SR. VICE PRESIDENT of Southwest Bank of Texas, N.A., on behalf of said bank.

(SEAL)



Karen K O'Fallin
Notary Public in and for
the State of Texas

Name printed or typed
My commission expires: _____

Return Original To:
Northgate Crossing Partners, Ltd.
c/o Lakeland Development Company
3311 Richmond
Suite 305
Houston, Texas 77098
Attn: Mr. Kentner P. Shell