

Amend

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF RESTRICTIONS
FOR VILLAGES OF NORTHGATE CROSSING, SECTION FOUR**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF RESTRICTIONS is made as of the date and year set forth on the signature page hereof, by Northgate Crossing Partners, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant executed that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF NORTHGATE CROSSING dated February 17, 1997 (the "Declaration"), which was filed under Harris County Clerk's File No. S326105 and recorded in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Declarant executed that certain Supplemental Declaration of Restrictions for Villages of Northgate Crossing, Section Four dated July 26, 1999 and filed under County Clerk's File No. T884351 and recorded in the Official Public Records of Harris County, Texas (the "Original Supplemental Declaration"), which imposed restrictive covenants on the Lots (as defined in the Declaration) in Villages of Northgate Crossing, Section Four, a subdivision of land in Harris County, Texas, according to the map or plat thereof (the "Plat") recorded under Film Code No. 421092 in the Map Records of Harris County, Texas; and

see

WHEREAS, Declarant is the owner of a majority of the Lots subject to the Original Supplemental Declaration and wishes to amend the Original Supplemental Declaration pursuant to Section 7 thereof and to restate such amended instrument in its entirety.

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NOW, THEREFORE, Declarant does hereby declare that the Lots in Villages of Northgate Crossing, Section Four shall be subject to the additional covenants, conditions and restrictions set forth in this Amended and Restated Supplemental Declaration of Restrictions which is an amendment and restatement of the Original Supplemental Declaration and Declarant further hereby declares as follows:

- 1) The land subject to the Plat shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Amended and Restated Supplemental Declaration of Restrictions in addition of those contained in the Declaration. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.
- 2) The land subject to the Plat shall be a portion of the "Neighborhood" (as such term is defined in the Declaration) known as Eastgate Village.

3) The Lots within Villages of Northgate Crossing, Section Four shall be subject to the following use limitations and restrictions in addition to those set forth in the Declaration:

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') 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 Villages of Northgate Crossing, Section Four will be established by the New Construction Committee and enforced by the Association.

(b) The following Lots that abut Northgate Crossing Boulevard or Reserve B in Villages of Northgate Crossing, Section Four 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 1-3 in Block 4

(c) In order to maintain the theme and character of the property subject to the Declaration in general, and the uniform plan and character of the Eastgate Village Neighborhood in particular, the fence on each Lot adjacent to Northgate Crossing Boulevard or Reserve B 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 (½) of the maintenance costs of the fence along Northgate Crossing Boulevard or Reserve B.

(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 Villages of Northgate Crossing, Section Four. 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 Villages of Northgate Crossing, Section Four must be approved in writing by the New Construction Committee. Unless otherwise approved in writing by the New Construction Committee, a detached garage constructed on any Lot in Villages of Northgate Crossing, Section Four shall not exceed one story in height. Attached garages two stories in height may be constructed on any Lot. 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 or plywood shall be permitted in overhead garage doors. Glass shall only be permitted in overhead doors on detached garages.

(b) Minimum setback lines for garage structures facing (or up to a forty-five degree (45°) angle away from) the Street on which the Lot fronts in Villages of Northgate Crossing, Section Four 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.

(c) No attached garage in Villages of Northgate Crossing, Section Four 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 total living area of any Single Family Residence in Villages of Northgate Crossing, Section Four, exclusive of open porches and garages, shall contain (i) not less than 1,800 square feet in the case of a one (1) story residence or not less than 2,000 square feet in the case of a residence with more than one (1) story, and (ii) not more than 5,000 square feet.

SECTION 4. LANDSCAPING AND TREE PLANTING; IRRIGATION. All landscaping plans for Lots in Villages of Northgate Crossing, Section Four must be submitted to the New Construction Committee for approval. All Corner Lots shall have a minimum of two (2) live trees at least three and one-half inches (3.5") in diameter planted and maintained in the front yard; and other Lots shall have a minimum of one (1) live tree

at least three and one-half inches (3.5") 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 Villages of Northgate Crossing, Section Four 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 within Villages of Northgate Crossing, Section Four 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 Villages of Northgate Crossing, Section Four 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 Villages of Northgate Crossing, Section Four. Notwithstanding any provisions of this Amended and Restated Supplemental Declaration of Restrictions to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on Villages of Northgate Crossing, Section Four only in and by virtue of this Amended and Restated 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 a majority of the Lots subject to this Amended and Restated Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association (by annexation or otherwise).

SECTION 8. NEIGHBORHOOD ASSESSMENT. No specific Neighborhood Assessment is mandated by this Amended and Restated Supplemental Declaration. Therefore, Owners of Lots within the Eastgate Village 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 Villages of Northgate Crossing, Section Four by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in Villages of Northgate Crossing, Section Four, 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 Amended and Restated Supplemental Declaration of Restrictions as well as all restrictions, obligations, requirements and liabilities set forth in the Declaration.

This Amended and Restated Supplemental Declaration of Restrictions replaces the Original Supplemental Declaration in its entirety and 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 15th day of December, 1999.

NORTHGATE CROSSING PARTNERS, LTD., a Texas limited partnership

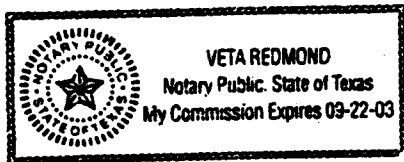
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By: Lacuna Corporation, a Texas corporation, general partner

By: *James* *KE*
Its: vicepresident

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on 12, 14, 1999, by *Antonio Ballesca Vice President* of Lacuna Corporation, a Texas corporation which is the general partner of Northgate Crossing Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Veta Redmond
Notary Public in and for the State of Texas
Veta Redmond
Name printed or typed
My commission expires:
09-22-03

Return Original To: Northgate Crossing Partners, Ltd.
3118 Richmond Ave.
Suite 210
Houston, Texas 77098
Attn: Randa

Randa
COUNTY CLERK
HARRIS COUNTY TEXAS
2000 JAN 10 PM 1:26
FILED