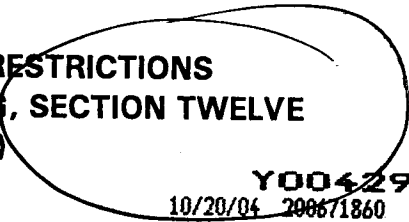


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ALAMO TITLE COMPANY

**SUPPLEMENTAL DECLARATION OF RESTRICTIONS
FOR VILLAGES OF NORTHGATE CROSSING, SECTION TWELVE
(SOUTHGATE VILLAGE)**



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THIS 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;

lee

WHEREAS, Declarant is the owner of all of the Lots (as defined in the Declaration) in Villages of Northgate Crossing, Section Twelve, a subdivision of land in Harris County, Texas, according to the map or plat thereof (the "Plat") recorded under Film Code No. 566132 in the Map Records of Harris County, Texas; and

WHEREAS, Declarant desires to subject the Lots in Villages of Northgate Crossing, Section Twelve to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration of Restrictions so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the property within such subdivision and to designate the land covered by the Plat as a Neighborhood (as defined in the Declaration).

NOW, THEREFORE, Declarant does hereby declare 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 Supplemental Declaration of Restrictions, in addition to 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 hereafter be a portion of the "Neighborhood" (as such term is defined in the Declaration) known as Southgate Village.

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

AFTER RECORDING RETURN TO:
ALAMO TITLE COMPANY
5599 SAN FELIPE, SUITE 1400
HOUSTON, TX 77056
ATTN: KIRSTEN WARREN

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SECTION 1. WALLS AND FENCES.

(a) All fences or walls must be approved in writing by the New Construction Committee. Each Lot in Villages of Northgate Crossing, Section Twelve 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 Twelve will be established by the New Construction Committee and enforced by the Association. Fences shall be maintained by the Owner of the Lot.

(b) The following Lots that ~~abut~~ Northgate Crossing Boulevard in Villages of Northgate Crossing, Section Twelve shall have constructed and maintained thereon, at all times, a uniform wood fence seven feet (7') in height with a kick board and cap rail, 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
Lots 23-26 in Block 2

(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 Southgate Village Neighborhood in particular, the fence on each Lot adjacent to either Northgate Crossing Boulevard 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 (1/2) of the maintenance cost 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 line as shown on the Plat. The construction 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.

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SECTION 2. GARAGES AND GARAGE ACCESS.

(a) All garages to be constructed on Lots within Villages of Northgate Crossing, Section Twelve must be approved in writing by the New Construction Committee. Detached garages shall not exceed one story in height. 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 or plywood shall be permitted in overhead garage doors. Glass shall only be permitted in overhead doors on detached garages.

(b) Certain Lots in Villages of Northgate Crossing, Section Twelve 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) Pinebridge Park Lane:

Lot 1, Block 1
Lot 26, Block 2

(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 Villages of Northgate Crossing, Section Twelve shall be as follows:

(i) Setbacks from each front Lot boundary shall be the applicable building set-back line set forth on the Plat.

(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 Villages of Northgate Crossing, Section Twelve 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.

(e) No Lot in Villages of Northgate Crossing, Section Twelve shall be permitted to have driveway access from a street that abuts the rear of the Lot.

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 Villages of Northgate Crossing, Section Twelve shall contain more than 2,850 square feet, exclusive of open porches and garages.

SECTION 4. LANDSCAPING AND TREE PLANTING; IRRIGATION. All landscaping plans for Lots in Villages of Northgate Crossing, Section Twelve must be submitted to the New Construction Committee for approval. All Corner Lots shall have a minimum of two (2) 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) 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 Twelve 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 Villages of Northgate Crossing, Section Twelve 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 Twelve 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 Twelve. 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 Villages of Northgate Crossing, Section Twelve 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 a majority of the Lots subject to this 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 Supplemental Declaration. Therefore, Owners of Lots within Villages of Northgate Crossing, Section Twelve may be assessed and are liable

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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 Twelve 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 Twelve, 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 18 day of October, 2004.

FILED

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Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

NORTHGATE CROSSING PARTNERS, LTD., a Texas limited partnership

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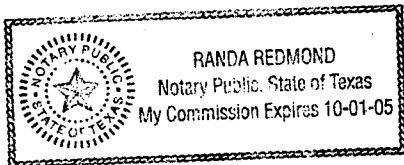
By: Lacuna Corporation, a Texas corporation, general partner

By: *Ballester*

Its: V. President

THE STATE OF TEXAS :
COUNTY OF HARRIS :

This instrument was acknowledged before me on October 18, 2004, by Antonio Ballester, V. Pres 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.



Randa Redmond
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
ALAMO TITLE COMPANY
5599 SAN FELIPE, SUITE 1400
HOUSTON, TX 77056
ATTN: KIRSTEN WARREN

594-36-2665

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the
date and at the time stamped herein by me, and was duly RECORDED. In the
Official Public Records of Real Property of Harris County, Texas on

OCT 20 2004



Brody B. Kayser

COUNTY CLERK
HARRIS COUNTY, TEXAS