

S326105

STEWART TITLE HOUSTON DIVISION

Donna S. Small Unit 27
: Courtesy

511-88-1439

Amended

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR VILLAGES OF NORTHGATE CROSSING

02/18/97 100432363 S326105 \$111.00

THIS AMENDED AND RESTATED DECLARATION (this "Declaration"), made as of the date hereinafter set forth by Northgate Crossing Partners, Ltd., a Texas limited partnership' (hereinafter collectively referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Northgate Crossing dated September 2, 1994 which is filed under Clerk's File No. R-049885 and recorded in the Official Public Records of Real Property of Harris County, Texas (the "Original Declaration") and by such instrument imposed the restrictions specified therein on the Lots (as hereinafter defined) within the property described in Exhibit "A" attached hereto ("Declarant's Property"); and

WHEREAS, Declarant is the owner of all of Declarant's Property which is subject to the Original Declaration and wishes to amend and restate the Original Declaration; and

WHEREAS, it is the desire of Declarant to provide for the preservation of the values and amenities in such property and, to this end to subject the Lots in Declarant's Property to the covenants, conditions and restrictions hereinafter set forth for the benefit of the Lots and all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that that certain Declaration of Covenants, Conditions and Restrictions for Northgate Crossing dated September 2, 1994 is hereby amended and restated as hereinafter set forth and the Lots in Declarant's Property as described on Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Area of Common Responsibility" shall mean The Common Area, together with those areas, if any, which by contract or agreement become the responsibility of the Association. Road rights-of-ways within or adjacent to the Properties may be part of the Area of Common Responsibility.

SECTION 2. "Assessment" shall mean the General Assessments, Neighborhood Assessments, special assessments, and/or any other amounts or sums due by any Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration, levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein.

SECTION 3. "Association" shall mean and refer to Villages of Northgate Crossing Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 4. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's organizational documents and by-laws.

SECTION 5. "Board of Directors" or "Board" shall mean the governing body of the Association.

SECTION 6. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 7. "Common Area" shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of Members (hereinafter defined) of the Association.

SECTION 8. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 9. "Declarant" shall mean and refer to Northgate Crossing Partners, Ltd., a Texas limited partnership, its successors or assigns.

SECTION 10. "General Assessments" shall mean assessments levied for Association Expenses determined by the Board of Directors to benefit all Owners of the Lots in the Properties.

SECTION 11. "Lot" shall mean and refer to any of the numbered lots shown on a Subdivision Plat intended for the construction of a single family residence, excluding all reserve tracts shown on a Subdivision Plat, but including Lots hereafter created by a replat of any reserve tracts.

SECTION 12. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 13. "Modifications Committee" refers to the committee created by the Board of Directors pursuant to Section 2(b) of Article II hereof.

SECTION 14. "Neighborhood" shall mean and refer to a separately designated and denominated area within the Properties. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that such property shall constitute a separate Neighborhood. All property within the jurisdiction of the Association which is not included within a designated Neighborhood shall be considered a part of a single unnamed Neighborhood. The Board may grant separate Neighborhood status to any area and may consolidate Neighborhoods as set forth in the provisions of this Declaration.

SECTION 15. "Neighborhood Assessments" shall mean assessments levied by the Board of Directors for payment of the Neighborhood Expenses of a particular Neighborhood.

SECTION 16. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Owners and occupants of the Lots in a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized hereby.

SECTION 17. "New Construction Committee" refers to the committee created pursuant to Section 2(a) of Article II hereof.

SECTION 18. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

SECTION 19. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 20. "Properties" shall mean and refer to the real property within the jurisdiction of the Association, including the Declarant's Property and any additional property hereafter added to the jurisdiction of the Association as provided herein.

SECTION 21. "Single Family Residence" shall mean and refer to a detached residence constructed on a single Lot.

SECTION 22. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on a Subdivision Plat.

SECTION 23. "Subdivision" shall mean and refer to any subdivision of land developed within the Properties.

SECTION 24. "Subdivision Plat" shall mean and refer to the recorded map, plat or replat of a Subdivision.

SECTION 25. "Supplemental Declaration" shall refer to (i) a separate declaration of covenants, conditions and restrictions which is imposed on property within the jurisdiction of the Association and which may be enforced by the Association, or (ii) an instrument which designates a Neighborhood or imposes additional restrictions on a portion of the Properties which may be enforced by the Association.

ARTICLE II

ARCHITECTURAL STANDARDS

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the Properties, to establish and preserve a harmonious and aesthetically pleasing design for the Villages of Northgate Crossing project and to protect and promote the value of the Properties, the Lots in Declarant's Property shall be subject to the restrictions set forth in this Article II. Every grantee of any interest in a Lot in the Declarant's Property by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. VILLAGES OF NORTHGATE CROSSING ARCHITECTURAL REVIEW COMMITTEES.

(a) New Construction Committee. There is hereby established the Villages of Northgate Crossing New Construction Committee (hereinafter called the "New Construction Committee"), which shall consist of at least three (3), but no more than five (5), individuals which shall have exclusive jurisdiction over all original construction on the Lots in the Declarant's Property. The New Construction Committee shall (i) adopt such standards or guidelines for the construction of improvements in the Declarant's Property as it determines (the "New Construction Committee Guidelines"), and (ii) establish application and review procedures for plans and specifications. The New Construction Committee shall make the New Construction Committee Guidelines available to Owners and Builders who seek to engage in development of or construction upon a Lot and who shall conduct their operations strictly in accordance therewith. Until the date on which it has sold all of its Lots within the Properties, the Declarant shall have the right to appoint all members of the New Construction Committee as well as the right to remove any member. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Harris County, Texas. Upon the expiration of such right, the Board of Directors shall appoint the members of the New Construction Committee. The New Construction Committee is authorized, but not obligated, to retain the services of consulting

architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the New Construction Committee in performing its functions set forth herein.

(b) Modification Committee. There is also hereby established the Villages of Northgate Crossing Modifications Committee (hereinafter called the "Modification Committee"), which shall consist of at least three (3), but no more than five (5), individuals which shall have exclusive jurisdiction over modifications, additions, or alterations made on or to the Single Family Residences and other improvements to the Lots within the Declarant's Property. The Modifications Committee shall adopt such standards and procedures governing its area of responsibility as it determines are appropriate from time to time (the "Modifications Committee Guidelines"). All members of the Modifications Committee shall be appointed by the Board of Directors which shall also have the right to remove any member.

SECTION 3. ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of the Villages of Northgate Crossing project, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by any Owner with respect to any of the Lots in the Declarant's Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the New Construction Committee or the Modifications Committee (collectively sometimes referred to herein as the "Architectural Review Committee"), as applicable, as to the compliance of such plans and specifications with the New Construction Committee Guidelines or the Modifications Committee Guidelines, as applicable, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the applicable Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The Architectural Review Committees may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, or inspectors retained to assist such committees in the performance of its duties hereunder. Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with originally-approved plans and specifications. Nothing contained

herein shall be construed to limit the right of an Owner to remodel the interior of his improvements, or to paint the interior of the improvements on his property any color desired. The Architectural Review Committees shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association.

Upon approval of plans and specifications by the applicable Architectural Review Committee, no further approval under this Article II shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Disapproval of plans and specifications may be based by the applicable Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration as determined by such Architectural Review Committee from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Villages of Northgate Crossing project, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot in the Declarant's Property by the Owner thereof unless and until the plans therefor have been submitted to and approved in writing by New Construction Committee, in the case of the initial landscaping of a Lot, or the the Modifications Committee otherwise.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and specifications and no publication of the New Construction Committee Guidelines or the Modifications Committee Guidelines shall be construed as representing or implying that such plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and design guidelines shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the Architectural Review Committees, nor any of their respective officers, partners, directors or members, shall be responsible or liable in damages or otherwise to any Person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such reviews primarily seeks to conform the aesthetic appearances of development within the Properties.

In addition, the approval of plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions

of this Declaration. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the Architectural Review Committees and their representatives shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the applicable Architectural Review Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Association or the applicable Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the Architectural Review Committees of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committees, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The Architectural Review Committees may grant variances from compliance with certain restrictions of this Declaration, a Supplemental Declaration, or from their respective guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, or (b) estop the Architectural Review Committees from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

ARTICLE III

VILLAGES OF NORTHGATE CROSSING HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and

architectural control of the Lots, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the residents within the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of three (3) Directors, which shall manage the affairs of the Association as specified in the by-laws of the Association. The number of Directors may be changed by amendment of the by-laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner of a Lot in the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

SECTION 4. VOTING. The Association shall initially have two classes of voting membership:

- (a) CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all of such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- (b) CLASS B. Class B members shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when the total votes in the Class A membership equal the total votes in the Class B membership, or (ii) on December 31, 2011 or such earlier date that the Declarant may hereafter elect and specify in a recorded instrument.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF ASSESSMENT. The assessments provided for in this Declaration shall be used by the Association to maintain and keep in good repair the Area of Common Responsibility and for the general purposes of promoting the common benefit of the Owners and occupants in the Properties. The judgment of the Board of Directors as to the expenditure of assessments shall be final and conclusive so long as its judgment is exercised in good faith. General Assessments levied by the Association may be used to finance all or any of the following:

- i. Operation, mowing, maintenance, repair, and improvement of the Area of Common Responsibility, including road rights-of-way

- and drainage easements within, adjacent to and in the vicinity of the Properties;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
 - iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees;
 - iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
 - v. Maintaining or replacing any landscaping in the Area of Common Responsibility;
 - vi. Designing, purchasing and installing any improvements to the Area of Common Responsibility;
 - vii. Removing debris from the Area of Common Responsibility;
 - viii. Contracting for street lights in the Properties;
 - ix. Collecting and disposing of trash, garbage, rubbish and other similar materials if the Board decides to provide such service to the Properties;
 - x. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
 - xi. Employing policemen or watchmen and/or a security service;
 - xii. Contracting for insect and pest control such as mosquito fogging;
 - xiii. Carrying out the duties of the Board of Directors of the Association;
 - xiv. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and

- xv. Carrying out such purposes of the Association as generally benefit the Members of the Association.

SECTION 2. TYPES OF ASSESSMENTS. Each Owner by acceptance of a deed to any Lot in the Properties, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) General Assessments; (ii) Neighborhood Assessments, if applicable; and (iii) Special Assessments to be established and collected as hereinafter provided in Section 5 of this Article III.

(a) General Assessments. General Assessments shall be levied for Association Expenses which are determined by the Board to benefit all Members. Such expenses benefitting all Members shall be all Association Expenses except the Neighborhood Expenses which are determined by the Board to benefit a particular Neighborhood or Neighborhoods. The good faith determination by the Board of which Association Expenses constitute Neighborhood Expenses shall be final. The initial annual General Assessment shall commence on the date that the first Lot in the Properties is conveyed by the Declarant. If such assessment commences on a date other than January 1, such assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, annual General Assessments shall be levied for each calendar year in advance.

(b) Neighborhood Assessments. Neighborhood Assessments shall be levied against the Lots in a particular Neighborhood where the Board has determined that certain Association Expenses benefit only that Neighborhood. Upon written request by Owners with more than fifty percent (50%) of the total votes within a Neighborhood, the Board shall initiate a service benefitting only that particular Neighborhood which shall be paid for by a Neighborhood Assessment or the Board shall discontinue a service previously provided to a Neighborhood. Association Expenses benefitting only a particular Neighborhood may include, without limitation, Association Expenses incurred for maintenance and repair of the following items and provision of the following services within a particular Neighborhood: private streets, trash and garbage door pick-up service as opposed to curb side service, mailboxes, and maintenance of landscaping, fountains, lighting and signage within the particular Neighborhood. The Neighborhood Assessment applicable to a particular Neighborhood shall be divided by the number of Lots and each Owner of a Lot contained within the concerned Neighborhood shall be assessed an amount equal to the quotient so obtained.

(c) Maximum General Assessment. The maximum annual General Assessments for 1997 shall be \$350.00 per Lot. Each year thereafter the maximum annual General Assessment may be increased by the Board of Directors, at its sole discretion, by an amount equal to a fifteen percent (15%) increase over the maximum assessment for the previous year without a vote of the Members of the Association. The maximum annual per Lot General Assessment may be increased above fifteen percent (15%) by a vote of two-thirds

(2/3rds) of each class of Members who are voting in person or by proxy, at a meeting of the Members duly called for such purpose.

(d) Rates of Assessment. Assessments shall be fixed at uniform rates on all Lots; provided, however, there shall be no Assessment against the Lots owned by the Declarant and the rate applicable to Lots owned by a Builder shall be equal to one-half (1/2) of the full assessment amount. The rate of assessment for each Lot shall change as the character of ownership changes with an appropriate proration of the Assessments for the year of the ownership change.

SECTION 3. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. All Assessments, together with interest commencing on the due date at a rate of interest to be set from time to time by the Board of Directors not in excess of the maximum lawful rate, costs (specifically including, but not limited to, any flat charges or percentage fees charged by any collection agencies used by the Association in collecting Assessments), and reasonable attorney's fees and court costs actually incurred, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment fell due. Each such Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of the land, and each Assessment thereafter coming due unless and until such Owner notifies the Association of the sale or conveyance of the Lot against which the Assessment is made as hereinafter provided in this Section 3.

In order to extinguish any Person's personal liability with regard to Assessments coming due following the sale or conveyance of the land owned by such Person, such Person shall be obligated to notify the Association of such Person's sale or conveyance of the Lot against which Assessments may be levied. In that regard, each Person who at any time owned any Lot in the Properties against which Assessments may be levied shall no longer be liable or responsible for payment of Assessments coming due after the date upon which such Person furnishes to the Association a copy of the executed instrument of conveyance by which fee title to the land previously owned by such Person was conveyed or transferred to another Person, and the mailing address of the Person to whom such land was conveyed or transferred. Upon receipt of such information, the Association shall cause the name and address of the new Owner to be substituted for that of the prior Owner on the records of the Association, and the prior Owner shall no longer be liable or responsible for Assessments subsequently coming due. Each Person owning land against which Assessments may be made shall have the obligation to notify the Association of any change in its address, and notice of any such change shall become effective five (5) days after written notice thereof has been provided to the Association. With regard to mailing notices of Assessments payable by any Person to the Association, the Association shall be deemed

to have satisfied any obligation that it might have to provide written notices or bills if the same are mailed or delivered to the Owner at the address of such Owner as reflected on the records of the Association, and no such Owner or other Person liable for the payment of any Assessment shall escape such liability or be entitled to any deferral or abatement of interest or any late charges or collection costs with regard to delinquent Assessments on the basis of such Person's failure to receive notice thereof if the Association did mail or deliver such notice to the most recent address of the Person according to the records of the Association.

General Assessments and Neighborhood Assessments shall be payable annually on a date specified by the Board of Directors; provided, however, the Board may, at its option, require payment of such Assessments in annual, monthly or quarterly installments. Special Assessments shall be paid in such manner and on such date or dates as may be fixed by the Board.

SECTION 4. COMPUTATION. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during each calendar year or such other fiscal year as the Board may adopt, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared and separate line items for expenses benefiting each Neighborhood which will be paid with a Neighborhood Assessment. In the event that the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. The Association Expenses shall be allocated as follows:

(i) The amount of all estimated expenses to be incurred for the sole benefit of a particular Neighborhood shall be determined for each Neighborhood and that portion of the total estimated Association Expenses attributable to a particular Neighborhood shall be allocated among the Owners of the Lots in the Neighborhood as provided in Section 2(b) of this Article III, and shall be levied as Neighborhood Assessments; and

(ii) The remaining Association Expenses shall be levied as General Assessments, and shall be allocated among the Owners of all of the Lots in the Properties as provided in Section 2(a) of this Article III.

The Board shall in good faith attempt to cause the budget and the Assessments to be levied against each Owner for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current year.

SECTION 5. SPECIAL ASSESSMENTS. In addition to the other Assessments authorized herein, the Board may levy one or more special assessments in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the

Common Area, including fixtures and personal property related thereto; provided, however, except as otherwise hereinafter provided any such special assessment must have the written consent of the Class "B" Member, as long as such membership exists, and a per Lot special assessment in an amount greater than ten percent (10%) of the most recent annual General Assessment per Lot must be approved by majority vote of the Class "A" Members present in person or by proxy at a meeting of the Members. If a special assessment is approved as herein required and levied, it shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Special assessments shall be allocated among all Owners in the same manner as General Assessments.

SECTION 6. LIEN FOR ASSESSMENTS. All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with interest, collection and other costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on the property owned by each Owner in favor of the Association. All Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the real property records of Harris County, Texas shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the Assessments provided for herein shall be subordinate to (i) liens of ad valorem taxes and (ii) the lien of any mortgage or deed of trust which has been recorded in the real property records of Harris County, Texas. Sale or transfer of any property subject to this Declaration shall not affect the lien hereby created. However, the sale or transfer of any property pursuant to foreclosure of a mortgage or deed of trust or a conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent Assessment shall commence to bear interest on the due date at such interest rate not in excess of the maximum lawful rate of interest as the Board may from time to time determine. If the Assessment is not paid when due, the lien herein retained and created against the affected property shall secure the Assessment due, interest thereon from the date due and payable, all costs of collection, court costs, reasonable attorney's fees actually incurred, and any other amount provided or permitted by law. In the event that the Assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the Assessment or

foreclose the lien created and reserved hereby against the Lot or Tract of such Owner.

The Association's lien is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure sale of the Association's lien. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, by non-use of Common Area or abandonment of the land owned by such Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Association's By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of Declarant and each other Owner.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent Assessments.

SECTION 9. SUBSIDY OBLIGATION OF DECLARANT. As specified in Section 2(d) above, the Declarant shall have no obligation to pay Assessments on the Lots it owns. However, as long as the Class "B" membership exists in the Association, the Declarant shall in each year pay to the Association the difference between the amount of Assessments collected on all property subject to assessment and the amount of the actual expenditures incurred to operate the Association during the fiscal year. A portion of such annual payment by the Declarant equal to the Assessments that the Declarant would have paid on its property at the one-half Builder rate shall be considered a subsidy payment to the Association and the balance of the payment shall, at the Declarant's option, be considered a loan which shall be evidenced by a promissory note and shall bear interest at the prime commercial lending rate and be payable within five (5) years or such later date as the Declarant approves.

SECTION 10. EXEMPT PROPERTY. The following property shall be exempt from General Assessments, Neighborhood Assessments, and special assessments:

- (a) all property owned by any governmental authority or public utility, including, without limitation, fire stations, police stations, public libraries, water plants, sewage treatment plants, governmental offices (city halls, court houses, etc.), public schools, public streets, and public parks;
- (b) all property owned by non-profit organizations and restricted for use or used as private schools or churches; provided, however, the availability of such exemption is contingent upon prior approval by the Board; and
- (c) Common Area and property designated on the Declarant's land plan for conveyance to the Association, or a governmental body at a future date.

The Person owning Exempt Property as defined herein shall have no right to be a Member of the Association with regard to its ownership of the Exempt Property, nor shall such Person be entitled to any votes attributable to its ownership of the Exempt Property.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S EASEMENT FOR ACCESS AND ENJOYMENT. Subject to the further provisions hereof, every Member shall have an easement of access and a right and easement of enjoyment in the Common Area, and such right and easement shall be appurtenant to

and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) Upon approval by two-thirds (2/3rds) of each class of Members, the Association shall have the right to dedicate, sell or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by said two-thirds (2/3rds) of each class of Members provided, however, nothing contained herein shall be construed to limit the right of the Association to grant or dedicate easements in portions of the Common Area to public or private utility companies.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his rights and easements of enjoyment to the Common Area to the members of his family, to his tenants who reside in the Properties, and to such other Persons as may be permitted by the Association.

ARTICLE VI

USE RESTRICTIONS

SECTION 1. SINGLE FAMILY RESIDENCES. Each and every Lot in the Declarant's Property is hereby restricted to one (1) Single

Family Residence and related outbuildings and improvements, including guest houses, servants quarters and greenhouses, and use for single-family residential purposes exclusively and no Single Family Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit and the children of either of such individuals, and the household employees of either such household unit. It is not the intent of the Declarant to exclude from a Single Family Residence any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law. As used herein, the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments for rental purposes, apartment houses, or mobile homes. The Declarant shall have the right at any time throughout the term of these covenants to designate a portion of the Declarant's Property for use as a school site (the "School Site"). The School Site shall not exceed ten acres and shall be subject to all of the covenants, conditions and restrictions contained herein applicable to the Lots, except that the use restriction contained in this Article VI, Section 1 shall not apply, but the School Site shall be used for no other use other than for the operation of an elementary, middle or high school.

No business or business activity shall be carried on, in or upon any Single Family Residence at any time except with the written approval of the Board. No deliveries of stock or merchandise for sale or distribution, no traffic of customers or clients to or from a Lot, and no storage of materials, products or stock are permitted on any Lot. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Lot more than once within a 12-month period shall be considered a business activity and is therefore prohibited.

Notwithstanding the foregoing, a Single Family Residence on a Lot may be used for a Home Occupation provided that:

- (i) no person other than a resident of the Single Family Residence shall be engaged or employed in the Home Occupation at the site;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation and no Home Occupation shall be conducted on the Lot outside of the Single Family Residence; and

- (iv) no additional parking shall be provided for the Home Occupation.

As used herein, the term "Home Occupation" shall mean a commercial enterprise conducted in a Single Family Residence which is incidental to the principal residential use.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, dogs, cats, or other household pets may be kept on a Lot in a maximum number permitted by the City of Houston ordinances, provided that they are not kept, bred, or maintained for any business purposes.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Properties.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. Unless otherwise approved by the Modifications Committee, no boat, boat trailer, boat rigging, motor home, trailer, truck larger than a one ton pick-up, bus, inoperable automobile, or camper shall be parked or kept in the Street in front of or side of any Lot or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from all Streets; provided, however, boats, boat trailers, boat riggings, motor homes, trailers, and campers may be temporarily parked in the Street in front of or side of any Lot or on any Lot for a period not exceeding forty-eight (48) hours in any thirty day period. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing the term "temporary" shall mean that the vehicle shall not remain in driveways or Streets in excess of forty-eight (48) hours.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist or during the period of new home buildout of a Subdivision, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted on the Lots in the Declarant's Property only between the hours of 7:30 A.M. and 8:30 P.M. on each day other than Sunday and between the hours of 9:00 A.M. and 7:00 P.M. on Sundays.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and

regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Modifications Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Declarant's Property, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached Single Family Residence not more than two stories in height shall be built or permitted on each Lot. All residences shall have an attached or detached enclosed garage. Carports on the Lots are prohibited. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of any Single Family Residence constructed on a Lot in the Declarant's Property, exclusive of open porches and garages, (i) shall not be less than fifteen hundred (1,500) square feet or such greater minimum number of square feet as may be specified in a Supplemental Declaration applicable to the particular Lot, and (ii) shall not be greater than the maximum number of square feet that may be specified, if any in the applicable Supplemental Declaration.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the New Construction Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot

nearer to a Street than the minimum building setback lines shown on the applicable Subdivision Plat and no building shall be located on any utility easement. No residence shall be located nearer than five (5) feet to an interior lot line, however, a residence may be located not less than three (3) feet from an interior lot line provided that the construction of a residence on the adjacent Lot is complete and such residence is no closer than seven (7) feet to the same interior lot line, and, provided further, an attached or detached garage located more than sixty-five (65) feet from the front lot line may be located no nearer than three (3) feet from an interior lot line. No residence shall be located nearer than fifteen (15) feet to the rear lot line, but an attached or detached garage may be located no nearer than eight (8) feet from the rear lot line. For the purposes of this section, eaves, steps and open porches or driveways shall not be considered as a part of a residence. Additional setback requirements may be established for the Lots in a particular Subdivision or Neighborhood by a Supplemental Declaration.

SECTION 4. TYPE OF CONSTRUCTION. At least sixty percent (60%) of the exterior wall area of all residences below eight (8) feet and above the foundation [excluding detached (but not attached garages), gables, windows, and door openings] shall be constructed of masonry, brick veneer, stucco or another material approved by the New Construction Committee. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the New Construction Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Modifications Committee, temporary buildings or structures shall not be permitted on any Lot. Notwithstanding the foregoing, Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders may use garages as sales or construction offices for the time during which such Builders are marketing homes within the Properties. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales or construction purposes must be reconverted to a garage. An Owner may not convert his garage into living space unless such conversion is approved by the Modifications Committee and such conversion is either not visible from the street or another garage is constructed on the Lot.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto.

SECTION 7. ROOF MATERIAL. Unless otherwise approved by the New Construction Committee, the roofs of all residences shall be constructed so that the exposed material is asphalt or composition type shingles with a minimum 25-year warranty (currently No. 225 or heavier weight), clay or concrete tile, fiber-cement, aluminum, or slate, of a weathered wood or darker color.

SECTION 8. FENCES. No fence or wall shall be erected on any Lot nearer to the Street than the minimum building setback lines as shown on the Subdivision Plat. 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 9. GRASS AND SHRUBBERY. The Owner of each Lot used as a residence shall spot sod or sprig with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the New Construction Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision, shall be promptly removed or repaired, and if not removed by the Owner upon request, then the Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

SECTION 10. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Modifications Committee other than (a) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, or (b) one sign of not more than six (6) square feet to identify the particular Lot during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivisions to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant and the Association shall have the right to erect identifying signs and monuments at each entrance to the Subdivisions.

SECTION 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on

any Corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 12. EXTERIOR ANTENNAE. Unless otherwise approved by the Modifications Committee, satellite dishes, radio antennae, television antennae, and other electronic signal-receiving or transmitting equipment are prohibited on the Lots; provided, however one small and inconspicuous satellite dish antennae, having a diameter of 18" or less, which is integrated with the residential structure and surrounding landscaping and is not visible from the Street in front of the property, may be placed on a Lot without the requirement of approval by the Modifications Committee.

SECTION 13. MAILBOXES. Mailboxes, house numbers and similar matter used in the Subdivisions must be harmonious with the overall character and aesthetics of the community.

SECTION 14. DISPOSAL UNITS. Each kitchen in each residence shall be equipped with a garbage disposal unit in a serviceable condition.

SECTION 15. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Modifications Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from any Street.

SECTION 16. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the New Construction Committee.

SECTION 17. WINDOW TREATMENT. No window in any residence that is visible from any other residence or a Street may be covered with any (i) aluminum foil, (ii) other reflective material, or (ii) light-colored opaque material that is adhered to the surface of the window.

SECTION 18. LIGHTING. No light fixture or other light source shall be installed on any Lot in such a way that it interferes with the peaceful use and enjoyment of other residences.

SECTION 19. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Declarant or Association may render a statement of charge to the Owner or occupant of such Lot

for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Declarant, the Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 20. LOT SIZE. Each Lot shall be minimum size of six thousand (6,000) square feet.

ARTICLE VIII

EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plats or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. An underground electric distribution system will be installed in each Subdivision within Declarant's Property (designated herein as the Underground Residential Subdivision), which underground service area embraces all the Lots which are platted in the Subdivision at the execution of the agreement between the electric company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot in Declarant's Property containing a single dwelling unit shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the plats of the subdivision or by separate instrument(s), granted necessary

easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at his own cost, furnish, install, own, and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat(s) of the Subdivisions within Declarant's Property, as such plat(s) exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

SECTION 3. CABLE TELEVISION. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and right-of-ways dedicated by the applicable Subdivision Plat or by separate instruments pertaining to the Subdivisions.

ARTICLE IX

ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. UNILATERAL ANNEXATION BY DECLARANT. The Declarant, as the owner thereof or, if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option at any time, to annex additional real property adjacent to or in the vicinity of Declarant's Property to the jurisdiction of the Association by filing for record a Supplemental Declaration in respect to the property being annexed which impresses the property being annexed with and subjects such property to the assessments of the Association on a uniform basis with all other property with the Association's jurisdiction. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

The right reserved by Declarant to annex additional land to the jurisdiction of the Association shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such land to this Declaration or to annex such land to the jurisdiction of the Association. If such additional land is not annexed, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such land nor shall such rights in any manner limit or restrict the use to which such land may be put by Declarant or by any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

SECTION 2. OTHER ANNEXATIONS. With the consent of the owner thereof, the Association may annex other real property to the jurisdiction of the Association. Such annexation shall require the affirmative vote of each class of Members of the Association present at a meeting duly called for such purpose.

Annexation shall be accomplished by filing of record in the public records of Harris County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

SECTION 3. RIGHTS OF OWNERS OF ANNEXED AREA. The Owners of land in annexed property shall be entitled to use the Common Area in the same manner and to the same extent as the Owners of the property subject to the jurisdiction of the Association prior to the annexation. Annexed property shall be impressed with and subject to Assessments imposed by the Association on a uniform basis, consistent with provisions of this Declaration.

ARTICLE XI

RIGHTS OF VISTA PROPERTIES

SECTION 1. APPROVAL RIGHTS. Notwithstanding anything contained in this Declaration to the contrary, the Architectural Review Committees shall not be authorized to grant any variances from the following standards without the prior written consent of Vista Properties Company, a division of Centex Homes, a Nevada general partnership, ("Vista") or its successors or assigns:

- (a) The minimum living area of any Single Family Residence of 1,500 square feet contained in Article VII, Section 2;
- (b) The minimum requirement for masonry or veneer exterior of sixty percent (60%) contained in Article VII, Section 4;
- (c) The minimum lot size of 6,000 square feet contained in Article VII, Section 20;
- (d) The use restrictions contained in Article VI, Section 1.

None of the provisions set forth in this Article XI, Section 1 may be amended without the prior written consent of Vista or its successors or assigns.

SECTION 2. EFFECT OF REPURCHASE. In the event that Vista exercises its rights under that certain Preferential Right to Repurchase Agreement and repurchases any portion of the Declarant's Property, effective immediately and automatically upon the closing of such repurchase, such portion of Declarant's Property shall no longer be subject to the provisions of this Declaration, except that such portion of Declarant's Property shall remain subject to the following restrictions:

(a) The minimum living area of any Single Family Residence of 1,500 square feet contained in Article VII, Section 2;

(b) The minimum requirement for masonry or veneer exterior of sixty percent (60%) contained in Article VII, Section 4;

(c) The minimum lot size of 6,000 square feet contained in Article VII, Section 20;

(d) The use restrictions contained in Article VI, Section 1.

None of the provisions set forth in this Article XI, Section 2 may be amended without the prior written consent of Vista or its successors or assigns.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2036, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots in the Declarant's Property has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within a Subdivision and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein.

SECTION 6. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if

such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; or (d) for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto.

In addition to the amendments described above, this Declaration may be amended at any time by an instrument signed by the Owners a minimum of sixty percent (60%) of the Lots in Declarant's Property; provided, however, no amendment may be contrary to the provisions of Article XI hereof and no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant. Any amendment to this Declaration must be recorded in the real property records of Harris County, Texas.

SECTION 7. MERGER AND CONSOLIDATION. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the assent of two-thirds (2/3rds) of each class of Members of the Association.

SECTION 8. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3's) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

SECTION 9. ORIGINAL DECLARATION. This Declaration replaces the Original Declaration in its entirety.

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

NORTHGATE CROSSING PARTNERS, LTD., a
Texas limited partnership

By: Lacuna Corporation, a Texas
corporation, general partner

By: [Signature]

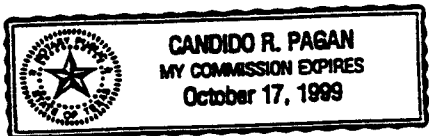
Its: Vicepresident

[Handwritten mark]

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 Balleca,
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.



Candido R. Pagan
Notary Public in and for
the State of Texas

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

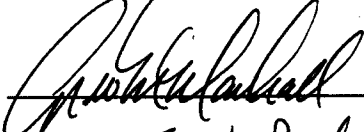
LIENHOLDER'S CONSENT AND SUBORDINATION
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESRICTIONS FOR
VILLAGES OF NORTHGATE CROSSING

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 described in Exhibit "A" hereto 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 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villages of Northgate Crossing.

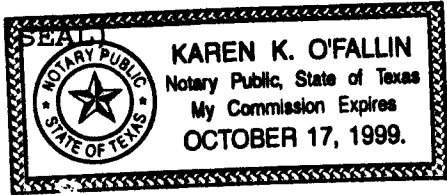
EXECUTED the 18th day of FEBRUARY, 1997.

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 18th day of FEBRUARY, 1997 by GEORGE M. MARSHALL, SR. VICE PRESIDENT of Southwest Bank of Texas, N.A., on behalf of said bank.



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

Name printed or typed
My commission expires: _____

**LIENHOLDER'S CONSENT AND SUBORDINATION
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VILLAGES OF NORTHGATE CROSSING**

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 described in Exhibit "A" hereto 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 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villages of Northgate Crossing.

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. V.P. of Vista Properties Company, a division of Centex Homes, a Nevada general partnership, on behalf of said company.

(SEAL)

B.K. Smedley
Notary Public in and for
the State of Texas



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

511-88-1472

Revised August 26, 1994
Revised August 3, 1994
Revised July 25, 1994
Revised May 18, 1994
May 11, 1994
Job No. 31-0224-2802-0002

DESCRIPTION OF
229.962 ACRES

All of those four (4) tracts or parcels containing a total of 229.962 acres of land in the Richard Beach Survey, A-137, John Reinerman Survey, A-649 and the A.G. Holland Survey, A-348, Harris County, Texas, and being more particularly described by metes and bounds as TRACT 1 containing 25.020 acres, TRACT 2 containing 33.830 acres, TRACT 3 containing 126.707 acres and TRACT 4 containing 44.405 acres, of land by metes and bounds as follows, all bearings referenced to the Texas Coordinate System South Central Zone;

TRACT 1

All that certain tract or parcel containing 25.020 acres in the Richard Beach Survey, A-137 and the John Reinerman Survey, A-649, Harris County, Texas, being all of Unrestricted Reserve "I", Block Three, Unrestricted Reserve "K", Block Four as well as a portion of Pine Gate Lane, 60.0 feet wide and a portion of Crossbridge Drive, varying width, as shown on Northgate Crossing, Section Two, a subdivision of record in Volume 344, Page 1 of the Map Records of Harris County, Texas;

BEGINNING at a 5/8 inch iron rod found marking the most easterly northeast corner of Unrestricted Reserve "K" Block 4, said point being the most southerly cutback corner at the intersection of the east right-of-way of Northgate Crossing Boulevard, 100.0 feet wide, with the southerly right-of-way of Crossbridge Drive, 60.0 feet wide, and on the arc of a curve whose center bears South 87° 04' 36" East;

Thence 574.99 feet along the arc of a curve to the left, with the common line between said Unrestricted Reserve "K" and the west line of said Northgate Crossing Boulevard, having a central angle of 19° 15' 56" and a radius of 1710.00 feet to an "X" cut in concrete for corner, the most northerly cut back corner at the intersection of the east right-of-way of Northgate Crossing Boulevard and the northerly right-of-way of Crossgate Boulevard, 100.0 feet wide;

511-88-1473

229.962 Acres

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Thence South 27° 26' 35" West, 21.57 feet with a southerly line of said Unrestricted Reserve "K" and with said cutback line to a 5/8 inch iron rod found for corner, the most southerly cut back corner at said intersection;

Thence with the common line between Unrestricted Reserve "K" and the north right-of-way of Crossgate Boulevard the following three (3) courses;

- 1) South 71° 28' 46" West, 170.33 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 2) 160.96 feet along the arc of a curve to the left having a central angle of 12° 17' 47", and a radius of 750.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 3) South 59° 10' 59" West, 232.85 feet to a 5/8 inch iron rod found for corner, the most southerly cut back corner at the intersection of the north right-of-way of said Crossgate Boulevard and the east right-of-way of Pinegate Lane, 60.0 feet wide;

Thence North 75° 49' 01" West, 21.21 feet with a south line of said Unrestricted Reserve "K" and with said cut back line to a 5/8 inch iron rod found for corner on the west line of said Unrestricted Reserve "K" and the northerly cut back corner of said intersection;

Thence North 30° 49' 01" West, 15.00 feet with the common line between said Unrestricted Reserve "K" and the east right-of-way of said Pinegate Lane to a 5/8 inch iron rod set for corner;

Thence South 59° 10' 59" West, 60.00 feet to a 5/8 inch iron rod set for corner on the west right-of-way of said Pinegate Lane and on the east line of the aforesaid Unrestricted Reserve "I" Block Three;

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Thence South 30° 49' 01" East, 15.00 feet with the common line between said Reserve "I" and the east right-of-way of said Pinegate Lane to a 5/8 inch iron rod found for corner, the most northerly cut back corner at the intersection of the west right-of-way of said Pinegate Lane and the north right-of-way of the aforesaid Crossgate Boulevard;

Thence South 14° 10' 59" West, 21.21 feet with the east line of said Unrestricted Reserve "I" and with said cut back line to a 5/8 inch iron rod found for corner, the most southerly cut back corner of said intersection and on the south line of said Unrestricted Reserve "I";

Thence with the common line between the south line of said Unrestricted Reserve "I" and the north right-of-way of said Crossgate Boulevard the following two (2) courses;

- 1) South 59° 10' 59" West, 394.23 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 2) 97.50 feet along the arc of a curve to the right having a central angle of 12° 24' 49" and a radius of 450.00 feet to a 5/8 inch iron rod found for corner, the southwest corner of said Unrestricted Reserve "I" and the southeast corner of Restricted Reserve "J" of said subdivision;

Thence with the common line between said Unrestricted Reserve "I" and Restricted Reserve "J" the following two (2) courses;

- 1) North 01° 53' 08" West, 58.90 feet to a 5/8 inch iron rod found for corner, the northeast corner of said Reserve "J",
- 2) South 88° 06' 52" West, 38.00 feet to a 5/8 inch iron rod found for corner, a northwesterly corner of said Restricted Reserve "J", a southwesterly corner of said Unrestricted Reserve "I" and on the east line of that certain 40 foot wide drainage right-of-way called 1.378 acres conveyed to the Harris County Flood Control District as shown on the plat of said subdivision;

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Thence with the common line between said Unrestricted Reserve "I" and said 1.378 acre tract the following two (2) courses;

- 1) North 01° 53' 08" West, 1152.94 feet to a 5/8 inch iron rod found for corner;
- 2) North 20° 47' 21" East, 220.72 feet to a 5/8 inch iron rod found for corner, a northwest corner of said Unrestricted Reserve "I" and the southwest corner of Restricted Reserve "H" as shown on the plat of said subdivision;

Thence with the common line between said Unrestricted Reserve "I" and said Unrestricted Reserve "H" the following two (2) courses;

- 1) South 62° 14' 29" East, 70.99 feet to a 5/8 inch iron rod found for corner, the southeast corner of said Restricted Reserve "H";
- 2) North 27° 45' 31" East, at 75.00 feet pass the most northerly northwest corner of said Unrestricted Reserve "I", the northeast corner of said Restricted Reserve "H" and the southerly right-of-way of the aforesaid Crossbridge Drive and continuing in all a total distance of 135.00 feet to a 5/8 inch iron rod set for corner on the northerly right-of-way of said Crossbridge Drive and on the south line of Block 1 of said Northgate Crossing Section Two;

Thence with the common line between the north right-of-way of said Crossbridge Drive and the south line of said Block 1 the following three (3) courses;

- 1) South 62° 14' 29" East, 501.44 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 2) 236.14 feet along the arc of a curve to the left having a central angle of 23° 19' 38" and a radius of 580.00 feet to a 5/8 inch iron rod found for corner;

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- 3) South 85° 34' 08" East, 135.60 feet to a PK nail set in concrete for corner,

Thence South 04° 25' 52" West, 60.00 feet, departing said common line to a 5/8 inch iron rod set for corner on the south right-of-way of said Crossbridge Drive and on the north line of the aforesaid Unrestricted Reserve "K";

Thence with the common line between said Unrestricted Reserve "K" and the south right-of-way of said Crossbridge Drive the following two (2) courses;

- 1) South 85° 34' 08" East, 15.00 feet to a 5/8 inch iron rod found for corner;
- 2) South 41° 11' 50" East, 21.44 feet to the PLACE OF BEGINNING and containing 25.020 acres of land.

TRACT 2

All that certain tract or parcel containing 33.830 acres of land in the Richard Beach Survey, A-137 and the John Reinerman Survey, A-649 Harris County, Texas, being part of Unrestricted Reserve "M", Block 5; part of Restricted Reserve "N", Block 5; all of Unrestricted Reserve "O" Block 5 and a portion of Maple Run Drive, 60.0 feet wide, of Northgate Crossing Section Two, a subdivision of record in Volume 344, Page 1 of the Map Records of Harris County, Texas (H.C.M.R.) and a part of Restricted Reserve "A", Block 4, of Northgate Crossing Section Three, a subdivision of record in Volume 344, Page 14, H.C.M.R.;

BEGINNING at an "x" cut in concrete found marking the most easterly northeast corner of said Unrestricted Reserve "M", Block 5, said point being the most easterly cutback corner at the intersection of the west right-of-way of Northgate Crossing Boulevard, 100.0 feet wide, and the southerly right-of-way of Crossgate Boulevard, 100.0 feet wide and on the arc of a curve whose center bears North 69° 18' 05" East;

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Thence with the west right-of-way of said Northgate Crossing Boulevard the following six (6) courses;

- 1) 68.94 feet along the arc of a curve to the left having a central angle of $02^{\circ} 18' 36''$ and a radius of 1710.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 2) South $23^{\circ} 00' 31''$ East, 530.00 feet to a 5/8 inch iron rod set for corner,
- 3) 710.74 feet along the arc of a curve to the right having a central angle of $20^{\circ} 53' 00''$ and a radius of 1950.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 4) South $02^{\circ} 07' 31''$ East, 29.72 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 5) 61.79 feet along the arc of a curve to the left having a central angle of $01^{\circ} 43' 37''$ and a radius of 2050.00 feet to a 5/8 inch iron rod found for corner, the most northerly cutback corner at the intersection of the west right-of-way of said Northgate Crossing Boulevard and the north right-of-way of Maple Run Drive, 60.0 feet wide;
- 6) South $40^{\circ} 24' 50''$ West, 21.41 feet with said cutback line to a 5/8 inch iron rod found for corner, the southerly cutback corner at said intersection and the most southerly southeast corner of said Unrestricted Reserve "O";

Thence South $84^{\circ} 53' 23''$ West, 15.00 feet with the common line between said Unrestricted Reserve "O" and the north right-of-way of Maple Run Drive to a 5/8 inch iron rod set for corner,

Thence South $05^{\circ} 06' 37''$ East, 60.00 feet departing said common line to a 5/8 inch iron rod set for corner on the south right-of-way of said Maple Run Drive and on the north line of the aforesaid Restricted Reserve "A", Block 4 of Northgate Crossing Section Three;

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Thence with the common line between said Unrestricted Reserve "A", Block 4 and the north right-of-way of said Maple Run Drive the following two (2) courses;

- 1) North 84° 53' 23" East, 15.00 feet to a 5/8 inch iron rod found for corner;
- 2) South 50° 37' 47" East, 21.41 feet to a 5/8 inch iron rod found for corner on the west right-of-way of the aforesaid Northgate Crossing Boulevard and on the arc of a curve whose center bears North 83° 37' 55" East;

Thence 541.81 feet along the arc of a curve to the left, with the common line between said Restricted Reserve "A", Block 4 and the west right-of-way of said Northgate Crossing Boulevard, having a central angle of 15° 08' 36", and a radius of 2050.00 feet to a 5/8 inch iron rod set for corner at the intersection of said west right-of-way and the north line of that certain 100.0 foot wide Houston Lighting & Power Company easement as recorded in File Number G 743238 H.C.O.P.R.O.R.P.;

Thence South 88° 25' 52" West, 649.36 feet with the north line of said easement and with the north line of that certain 100.0 foot wide Houston Lighting & Power Company easement as recorded in File Number G 985468 to a 5/8 inch iron rod found for corner on the west line of the aforesaid Restricted Reserve "A", Block 4;

Thence North 01° 06' 11" West, 374.33 feet with the west line of said Restricted Reserve "A", Block 4, to a 1/2 inch pinched top iron pipe found for corner;

Thence North 01° 58' 12" West, with the west line of said Restricted Reserve "A", Block 4, at 144.56 feet pass the northwest corner of Restricted Reserve "A", Block 4, the southwest corner of the aforesaid Northgate Crossing Section Two and the south right-of-way of the aforesaid Maple Run Drive, at 204.56 feet pass the north right-of-way of Maple Run Drive and the southwest corner of the aforesaid Unrestricted Reserve "O", Block 5, Northgate Crossing Section Two and continuing with the west line of said Unrestricted Reserve "O", Block 5, in all a total distance of 693.82 feet to a 5/8 inch iron rod found for corner, an ell corner of said Unrestricted Reserve "O", Block 5;

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Thence South $87^{\circ} 57' 57''$ West, 953.91 feet with a southerly line of said Unrestricted Reserve "O" and with a southerly line of the aforesaid Restricted Reserve "N", Block 5, to a 5/8 inch iron rod set for corner on the easterly line of that certain tract called 3.417 acres conveyed to ST Lending by an instrument of record under File Number N 518079 H.C.O.P.R.O.R.P.;

Thence North $01^{\circ} 53' 08''$ West, 390.38 feet with the east line of said 3.417 acre tract to a 5/8 inch iron rod set for corner, the northeast corner of said 3.417 acre tract, on the north line of said Unrestricted Reserve "M", on the south right-of-way of the aforesaid Crossgate Boulevard and on the arc of a curve whose center bears North $09^{\circ} 11' 30''$ West;

Thence with the common line between said Unrestricted Reserve "M" and the south right-of-way of said Crossgate Boulevard the following five (5) courses;

- 1) 207.59 feet along the arc of a curve to the left having a central angle of $21^{\circ} 37' 31''$ and a radius of 550.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 2) North $59^{\circ} 10' 59''$ East, 717.08 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 3) 139.50 feet along the arc of a curve to the right having a central angle of $12^{\circ} 17' 47''$ and a radius of 650.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 4) North $71^{\circ} 28' 46''$ East 170.33 feet to an "X" cut in concrete found for corner;
- 5) South $64^{\circ} 29' 02''$ East, 21.57 feet to the PLACE OF BEGINNING and containing 33.831 acres of land of which 0.159 acre is within a 25.0 foot wide drainage easement, 0.041 acre is within a 20.0 foot wide drainage easement, 0.051 acre is within a 45.0 foot wide drainage easement all as shown on said Northgate Crossing Section Two and 1.867 acres are within that certain Natural Gas Pipe Line Company of America easement as recorded under File Number M 036258 H.C.O.P.R.O.R.P.:

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TRACT 3

All that certain tract or parcel containing 126.707 acres of land in the Richard Beach Survey, A-137 and the A.G. Holland Survey, A-348, Harris County, Texas, being all of Unrestricted Reserves "P", "Q" and "R", Block 6; all of Restricted Reserve "S", Block 6; all of Restricted Reserve "T" and Unrestricted Reserve "U" Block 7; part of Grandgate Drive and part of Vista Pine Drive as shown on Northgate Crossing Section Two, a subdivision of record in Volume 344, Page 1 of the Map-Records of Harris County, Texas (H.C.M.R.); all of Restricted Reserves "B", "H", part of Restricted Reserve "E" and all of Unrestricted Reserves "C" and "J", Block 1, all of Grandgate Drive and part of Grand Crossing Drive as shown on Northgate Crossing Section Three, a subdivision of record in Volume 344, Page 14, H.C.M.R. and part of that certain tract called 3.532 acres conveyed to Braewood Development Corporation by an instrument of record in File Number K 178412 of the Official Public Records of Real Property of Harris County, Texas (H.C.O.P.R.O.R.P.);

BEGINNING at a 5/8 inch iron rod found marking the most northerly northeast corner of said Northgate Crossing Section Two, said point being the southeast corner of that certain tract called 22.674 acres (Hardy Toll Road) as described in an instrument of record in File Number J 714981 H.C.O.P.R.O.R.P.;

Thence with the easterly and northerly lines of said Northgate Crossing Section Two the following eight (8) courses;

- 1) South 01° 35' 49" East, 24.61 feet to a 5/8 inch iron rod found for corner;
- 2) South 02° 54' 28" East, 282.09 feet to a 5/8 inch iron rod found for corner;
- 3) North 87° 31' 59" East, 216.74 feet to a 5/8 inch iron rod found for corner;
- 4) South 13° 57' 08" East, 626.31 feet to a 5/8 inch iron rod found for corner;

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- 5) South 87° 31' 59" West, 336.72 feet to a 5/8 inch iron rod found for corner;
- 6) South 02° 54' 28" East, 10.26 feet to a 5/8 inch iron rod found for corner;
- 7) South 87° 38' 20" West, 483.09 feet to a 5/8 inch iron rod set for corner;
- 8) South 88° 03' 51" West, 293.96 feet to a 5/8 inch iron rod set for corner;

Thence South 02° 11' 24" East, with an east line of said Northgate Crossing Section Two at 203.19 feet pass the southeast corner of said Northgate Crossing Section Two and a northerly corner of the aforesaid Northgate Crossing Section Three and continuing with an easterly line of said Northgate Crossing Section Three in all a total distance of 276.38 feet to a 5/8 inch iron rod set for corner, the beginning of a curve;

Thence with the easterly and northerly lines of said Northgate Crossing Section Three the following three (3) courses;

- 1) 98.68 feet along the arc of a curve to the left having a central angle of 17° 40' 08" and a radius of 320.00 feet to a 5/8 inch iron rod set for corner on the arc of a curve whose center bears South 08° 36' 21" East;
- 2) 49.02 feet along the arc of a curve to the right having a central angle of 07° 38' 35" and a radius of 367.50 feet to a 5/8 inch iron rod set for corner at the end of said curve;
- 3) North 89° 02' 14" East, 176.47 feet to a 5/8 inch iron rod set for corner, a westerly corner of that certain tract called 3.147 acres conveyed to the Harris County Flood Control District by the plat of said Northgate Crossing Section Three;

Thence South 14° 58' 58" West, 36.40 feet with the westerly line of said 3.147 acre tract to a 5/8 inch iron rod set for corner;

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Thence with the westerly, southerly and easterly lines of said 3.147 acre tract the following seven (7) courses;

- 1) South 45° 57' 46" East, 88.39 feet to a 5/8 inch iron rod set for corner;
- 2) North 89° 02' 14" East, 801.38 feet to a 5/8 inch iron rod set for corner;
- 3) North 02° 18' 23" West, 50.01 feet to a 5/8 inch iron rod set for corner;
- 4) North 89° 02' 14" East, 65.93 feet to a 5/8 inch iron rod set for corner;
- 5) South 13° 59' 28" East, 104.15 feet to a 5/8 inch iron rod set for corner;
- 6) North 86° 03' 07" East, 50.78 feet to a 5/8 inch iron rod set for corner, the southeasterly corner of said 3.147 acre tract, on the easterly line of said Northgate Crossing Section Three and on an easterly line of that certain tract called 3.532 acres conveyed to Braewood Development Corporation by an instrument of record in File Number K 178412 H.C.O.P.R.O.R.P.;

Thence South 13° 59' 28" East, 582.45 with the east line of said 3.532 acre tract to a 1/2 inch iron rod found for corner, the southeast corner of said 3.532 acre tract;

Thence South 87° 26' 41" West with the south line of said 3.532 acre tract, at 255.73 feet pass the southwest corner of said tract and continuing in all a total distance of 285.43 feet to a 5/8 inch iron rod set for corner on an east line of the aforesaid Northgate Crossing Section Three;

Thence South 02° 15' 23" East, 235.37 feet to a 5/8 inch iron rod set for corner on the north line of that certain 100 foot wide Houston Lighting & Power Company Easement as recorded in File Number G 605814 H.C.O.P.R.O.R.P. and as shown on said Northgate Crossing Section Three;

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Thence with the north line of said easement as shown on said Northgate Crossing Section Three the following two (2) courses;

- 1) South 88° 33' 44" West, 750.18 feet to a 5/8 inch iron rod set for corner;
- 2) South 88° 25' 52" West, 1296.71 feet to a 5/8 inch iron rod set for corner on the east right-of-way of Northgate Crossing Boulevard, 100.0 feet wide, on the west line of the aforesaid Restricted Reserve "B", Block 1 and on the arc of a curve whose center bears North 67° 25' 08" East;

Thence along the arc of a curve to the right with the west line of said Restricted Reserve "B", Block 1, and the east right-of-way of Northgate Crossing Boulevard, at 551.79 feet pass a southwest corner of the aforesaid Northgate Crossing Section Two and continuing with the west line of said Restricted Reserve "B", the east right-of-way of said Northgate Crossing Boulevard and the common line between said Northgate Crossing Section Two and Three in all a total arc length of 696.19 feet, having a central angle of 20° 27' 20" and a radius of 1950.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;

Thence with the west of said Restricted Reserve "B", the east right-of-way of said Northgate Crossing Boulevard and with the common line between Northgate Crossing Section Two and Three the following four (4) courses;

- 1) North 02° 07' 31" West, 29.72 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 2) 490.19 feet along the arc of a curve to the left having a central angle of 13° 42' 01" and a radius of 2050.00 feet to a 5/8 inch iron rod found for corner on the arc of said curve;
- 3) North 28° 26' 09" East, 21.41 feet to a 5/8 inch iron rod found for corner;
- 4) North 72° 54' 59" East, 15.00 feet to a 5/8 inch iron rod set for corner;

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Thence North $17^{\circ} 05' 01''$ West, 60.00 feet departing said lines to a 5/8 inch iron rod set for corner on the south line of the aforesaid Unrestricted Reserve "P", Block 6 of Northgate Crossing Section Two;

Thence with the southerly line of said Unrestricted Reserve "P", Block 6, the following two (2) courses;

- 1) South $72^{\circ} 54' 59''$ West, 15.00 feet to a 5/8 inch iron rod found for corner;
- 2) North $62^{\circ} 36' 27''$ West, 21.41 feet to a 5/8 inch iron rod found for corner on the west line of said Unrestricted Reserve "P", Block 6, on the easterly line of the aforesaid Northgate Crossing Boulevard and on the arc of a curve whose center bears South $71^{\circ} 39' 31''$ West,

Thence with the easterly right-of-way of Northgate Crossing Boulevard and the west lines of Unrestricted Reserve "P" and the aforesaid Unrestricted Reserve "R", Block 6, the following four (4) courses;

- 1) 166.99 feet along the arc of a curve to the left having a central angle of $04^{\circ} 40' 02''$, and a radius of 2050.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 2) North $23^{\circ} 00' 31''$ West, 530.00 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 3) 726.05 feet along the arc of a curve to the right having a central angle of $25^{\circ} 50' 18''$ and a radius of 1610.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 4) North $48^{\circ} 45' 50''$ East, 20.96 feet to a 5/8 inch iron rod found for corner on the north line of said Unrestricted Reserve "K", Block 6, and on the south right-of-way of Crossbridge Drive, 60.0 feet wide;

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Thence with the southerly and easterly right-of-way of said Crossbridge Drive, the northerly line of said Unrestricted Reserve "R", Block 6 and the northerly and westerly line of the aforesaid Restricted Reserve "S", Block 6, the following four (4) courses;

- 1) South 85° 34' 08" East, 480.09 feet to a 5/8 inch iron rod found for corner, the beginning of a curve;
- 2) 335.24 feet along the arc of a curve to the left having a central angle of 68° 36' 01" and a radius of 280.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 3) North 25° 49' 51" East, 208.93 feet to a 5/8 inch iron rod found for corner;
- 4) North 70° 49' 51" East, 21.21 feet to a 5/8 inch iron rod found for corner;

Thence with a northerly and easterly line of said Restricted Reserve "S", Block 6 the following three (3) courses;

- 1) South 64° 10' 09" East, 517.66 feet to a 5/8 inch iron rod found for corner;
- 2) South 19° 10' 09" East, 21.21 feet to a 5/8 inch iron rod found for corner;
- 3) South 25° 49' 51" West, 26.36 feet to a 5/8 inch iron rod set for corner;

Thence South 64° 10' 09" East, 60.00 feet departing said easterly line to a 5/8 inch iron rod set for corner on the westerly line of the aforesaid Restricted Reserve "T", Block 7;

Thence with the westerly and northerly lines of said Restricted Reserve "T" the following four (4) courses;

- 1) North 25° 49' 51" East, 26.36 feet to a 5/8 inch iron rod found for corner;

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- 2) North 70° 49' 51" East, 21.21 feet to a 5/8 inch iron rod set for corner;
- 3) South 64° 10' 09" East, 741.35 feet to a 5/8 inch iron rod set for corner, the beginning of a curve;
- 4) 126.16 feet along the arc of a curve to the left having a central angle of 48° 11' 23" and a radius of 150.00 feet to a 5/8 inch iron rod found for corner on the arc of said curve and on the southerly line of the aforesaid 22.674 acre (Hardy Toll Road) tract;

Thence South 64° 10' 09" East, 99.67 feet with the north line of said Restricted Reserve "T" and the south line of said 22.674 acre tract to the PLACE OF BEGINNING and containing 126.707 acres of land of which 2.969 acres lies within that certain Natural Gas Pipeline Company of America Easement as shown on said Northgate Crossing Section Two and recorded in File Number M 036256 H.C.O.P.R.O.R.P. and 1.159 acres lies within that certain 35 foot wide storm sewer easement as shown on said Northgate Crossing Section Three.

TRACT 4

All that certain tract or parcel containing 44.405 acres of land in the Richard Beach Survey, A-137 and the A.G. Holland Survey, A-348, Harris County, Texas, being part of Restricted Reserve "E" and all of Restricted Reserve "G", Block 1; all of Unrestricted Reserve "K", Block 1; all of Unrestricted Reserve "P", Block 2; all of Restricted Reserve "M" Block 3 and Unrestricted Reserve "N", Block 2; part of Grand Crossing Drive, 60.0 feet wide, all of Parkway Crossing Drive, 60.0 feet wide and all of Autumn View Lane, 60.0 feet wide, as shown on Northgate Crossing Section Three, a subdivision of record in Volume 344, Page 14 of the Map Records of Harris County, Texas;

BEGINNING at a 5/8 inch iron rod set marking the northeast corner of said Unrestricted Reserve "K", Block 1, on the south line of that certain 100.0 foot wide Houston Lighting & Power Company easement as recorded in File Number G 605814 of the Official Public Records of Real Property of Harris County, Texas (H.C.O.P.R.O.R.P.) and on an east line of said Northgate Crossing Section Three;

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Thence South $02^{\circ} 15' 23''$ East, 834.92 feet with said east line to a 5/8 inch iron rod set for corner, a southeast corner of said Northgate Crossing Section Three;

Thence South $88^{\circ} 35' 01''$ West, 753.51 feet with a south line of said subdivision to a 1/2 inch iron rod found for corner;

Thence South $87^{\circ} 53' 44''$ West, 57.19 feet with a south line of said subdivision to a 1/2 inch iron rod found for corner, an interior ell corner of said subdivision;

Thence South $02^{\circ} 01' 59''$ East, 423.15 feet with an east line of said subdivision to a 5/8 inch iron rod set for corner, the southeast corner of the aforesaid Unrestricted Reserve "N", Block 2 and on the northerly right-of-way of Lindell Road, 60.0 feet wide as shown on said Northgate Crossing Section Three;

Thence South $87^{\circ} 22' 51''$ West, 635.34 feet with the common line between the north right-of-way of Lindell Road and the south line of Unrestricted Reserve "N", Block 2 and Restricted Reserve "M", Block 3 to a 5/8 inch iron rod set for corner, the beginning of a curve in the south line of said Restricted Reserve "M", Block 3;

Thence 47.64 feet along the arc of a curve to the right, continuing with the common line between Lindell Road and Restricted Reserve "M", Block 3, having a central angle of $05^{\circ} 48' 25''$ and a radius of 470.00 feet to a 5/8 inch iron rod set for corner at the end of said curve;

Thence North $86^{\circ} 48' 44''$ West, 221.40 feet continuing with said common line to a 5/8 inch iron rod found for corner, the most southerly southwest corner of said Restricted Reserve "M", Block 3, and the most southerly cutback corner at the intersection of the north right-of-way of Lindell Road with the east right-of-way of Northgate Crossing Boulevard, 100.0 feet wide, as shown on said Northgate Crossing Section Three;

511-88-1488

229.962 Acres

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Thence North 42° 20' 05" West, 21.41 feet with said cutback line to a 5/8" iron rod found for corner, the most northern southwest corner of said Restricted Reserve "M" and on the easterly right-of-way of Northgate Crossing Boulevard, 100.0 feet wide, as shown on said Northgate Crossing Section Three and on the arc of a curve whose center bears North 88° 04' 12" West;

Thence 215.73 feet along the arc of a curve to the left, with the common line between said Northgate Crossing Boulevard and the west line of Restricted Reserve "M"; having a central angle of 06° 01' 46" and a radius of 2050.00 feet to a 5/8 inch iron rod found for corner on the arc of said curve, the southerly cutback corner at the intersection of the east right-of way of Northgate Crossing Boulevard and the southerly right-of-way of the aforesaid Grand Crossing Drive;

Thence North 40° 09' 45" East, 21.41 feet to a 5/8 inch iron rod found for corner, the north cutback corner of said intersection and on the north line of said Restricted Reserve "M",

Thence North 84° 38' 34" East, 15.00 feet with the common line between said Restricted Reserve "M" and the south right-of-way of said Grand Crossing Drive to a 5/8 inch iron rod set for corner;

Thence North 05° 21' 26" West, 60.00 feet to a 5/8 inch iron rod set for corner on the common line between the north right-of-way of Grand Crossing Drive and the south line of the aforesaid Restricted Reserve "G", Block 1;

Thence South 84° 38' 34" West, 15.00 feet with said common line to a 5/8 inch iron rod found for corner; the southerly cutback corner at the intersection of the north right-of-way of said Grand Crossing Drive and the east right-of-way of the aforesaid Northgate Crossing Boulevard;

Thence North 50° 52' 47" West, 21.41 feet with said cutback line to a 5/8 inch iron rod found for corner, the most northerly cutback corner of said intersection, on the west line of said Restricted Reserve "G", and on the arc of a curve whose center bears South 83° 23' 06" West;

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Thence with the common line between the east right-of-way line of said Northgate Crossing Boulevard and the west line of the aforesaid Restricted Reserve "G", Block 1 and Restricted Reserve "E", Block 1, the following two (2) courses;

- 1) 655.37 feet along the arc of a curve to the left having a central angle of $18^{\circ} 19' 01''$ and a radius of 2050.00 feet to a 5/8 inch iron rod found for corner at the end of said curve;
- 2) North $24^{\circ} 55' 55''$ West, 322.14 feet to a 5/8 inch iron rod set for corner on the south line of the aforesaid 100.0 foot wide Houston Lighting & Power Company Easement as shown on said Northgate Crossing Section Three;

Thence with the south line of said Houston Lighting & Power Company easement the following two (2) courses;

- 1) North $88^{\circ} 25' 52''$ East, 1255.19 feet to a 5/8 inch iron rod set for corner;
- 2) North $88^{\circ} 33' 44''$ East, 751.50 feet to the PLACE OF BEGINNING and containing 44.405 acres of land of which 0.775 acre lies within a 35 foot wide storm sewer easement as shown on the plat of Northgate Crossing Section Three and 14.463 acres lies within the proposed realignment of the Grand Parkway;

229.962 Acres

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RECORDERS MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

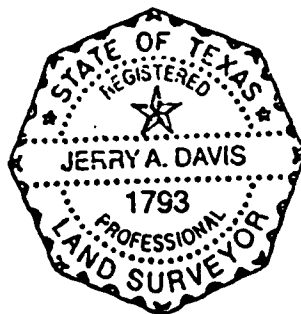
RUST LICHLITER/JAMESON

- Note:
- 1) This description is based on a survey prepared by the undersigned dated May 10, 1994, revised July 25, 1994, August 3, 1994 and last revised August 26, 1994.
 - 2) This description prepared prior to the Partial Abandonment of Northgate Crossing Section Two and Northgate Crossing Section Three by instruments of record Filed Under File Numbers P959099 and P959090, respectively H.C.O.P.R.O.R.P.

Jerry A. Davis
Registered Professional Land Surveyor
Texas Registration No. 1973

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID 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 hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

FEB 18 1997



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
27 FEB 18 PM 1:33
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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