

RENEWAL OF RESTRICTIONS FOR
NORTHRIDGE SUBDIVISION,
OF THE JONATHAN C. PITTS SURVEY A-28
MONTGOMERY COUNTY, TEXAS
CONSISTING OF
413.5465 ACRES.

COPY OF RESTRICTIONS AND NOTARIZED SIGNATURES
OF OWNERS ARE INCLUDED.

ACKNOWLEDGMENT OF RESTRICTIONS

NORTHRIDGE SUBDIVISION
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS)

COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The NORTHRIDGE OWNERS ASSOCIATION, hereafter referred to as "The NOA," is the legal and recognized authority of contract deed restrictions administered within certain real property in the Jonathan C. Pitts Survey, A28, Montgomery County, Texas, known as NORTHRIDGE; having been granted and assigned said authority by Hubert H. Vestal, developer of said property, under the laws and requirements of Montgomery County and the State of Texas, and,

WHEREAS, the NOA, in its desire to keep the development of said property for the mutual benefit and pleasure of the Owners, and for the protection of such property values therein, desires agreement with the undersigned property owner to adopt certain protective restrictive covenants regarding the use thereof with the property Owner of Record; and,

WHEREAS, the NOA has established an ARCHITECTURAL CONTROL COMMITTEE, hereafter referred to as "the COMMITTEE", as the authority of record to manage and enforce all legal deed restrictions set forth within the limits and procedures of COUNTY and/or other government controls;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that the NOA and the undersigned property owner does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or land improvements on the land being purchased or currently owned by the undersigned, supplant of all previous agreements or contracts with the developer regarding land use restrictions.

The property described in the official records of land description survey and ownership, currently filed with the COUNTY and referenced specifically in ATTACHMENT "A" included with this agreement, is subject to the following restrictions and conditions which shall be covenants running with the land for the benefit of this property and shall constitute a general plan for the benefit of all such property and shall be binding on all parties hereto and all persons claiming under them until January 1, 2017, or other such expiration date set forth under the provisions of renewal described in (11) below.

(1) RESTRICTION

Whenever the word "restriction" is used, it shall be construed to include conditions, covenants, reservations, easements and/or agreements

(2) ARCHITECTURAL CONTROLS

No building shall be erected, placed or altered on the property until the building plans, specifications and plot plans showing the location (s) of such building have been approved in writing by the COMMITTEE as to the conformity and harmony of external and structural design and quality as to location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions, and restrictions, as hereafter set out.

In the event the COMMITTEE fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. At no time will the COMMITTEE be held responsible or liable for compliance or notification of compliance to any and all COUNTY or other government requirements, codes, or limits that may relate to or govern the execution of any plans and specifications submitted for approval. Notice of disapproval shall be delivered in person or by registered letter to the property owner and/or purchaser, addressed to that person's last known address, and with said notice will set forth in detail the element(s) of disapproval and the reason(s) therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters of things disapproved. The judgment of the COMMITTEE shall in all things be final.

(3) NO CESSPOOLS

No cesspools shall be dug, used or maintained on said property, and whenever a residence is established on said property, all toilets shall be connected with a septic tank which complies with COUNTY and/or government requirements, codes and limitations until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic systems into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.

(4) The following areas are restricted for commercial or residential purposes but not include manufacturing, mechanic shops, junk yards, or mobile homes.

- (A) A strip of land 250 feet in depth parallel and adjacent to FM 1484 and FM 2432.

- (B) A twenty (20) acre tract of land located at the intersection of FM 1484 and FM 2432 having 900 feet of frontage on FM 1484 and 907.39 feet frontage on FM 2432.

(5) RESIDENTIAL LOTS

Except for the commercial areas as described in (4) above, all lots in NORTHRIDGE shall be known and designated as "residential lots" and shall be used for residential purposes only, being subject to the following restrictions, reservations, protective covenants, limitations and conditions:

- (A) It is understood by the purchaser or current owner that no home shall be built on a property lot size of less than one (1) acre.

(B) No structure shall be erected, altered, placed or permitted to remain on this land other than detached single family dwellings not to exceed two (2) stories in height and private garages totaling not more than four (4) cars, and quarters for bona fide servants domiciled with an owner or tenant, except as follows:

- (a) Horse barns, storage buildings, service buildings and shops are permitted if built of sound material and kept properly maintained for structural soundness and original aesthetic quality. Tarpaper or other shack -type structures are not permitted, as fairly defined by the opinion of the COMMITTEE.

- (b) A second residence will be permitted for the purpose of occupancy by servants or members of the family of the principle property owner, within compliance of lot size restrictions described in (5)(A). Construction or use of a second residence strictly as general rental property is not permitted.

(C) No trailer, tent, shack, garage, barn or other building or outbuilding erected or placed on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, include "mobile homes", "double-wide mobile homes", "house trailers", "motor homes", "recreational vehicles", "portable buildings", "campers", and "manufactured homes", the specific description of which is the sole opinion of the COMMITTEE.

- (D) The ground floor area of the main dwelling structure, whether one (1) story or two (2) story, exclusive of open porches and garages shall not be less than 1200 square feet and the total area of a two (2) story dwelling shall not be less than 1600 square feet. No dwelling shall exceed two (2) stories in height above normal ground level.

(E) All dwellings must be built of new wooden materials, brick, stone, or other Committee approved construction materials. If wood, a minimum of (2) coats of paint or stain is required, except for cedar or treated woods.

(F) No sign of any kind shall be displayed to the public view on the land except for one sign of not more than five (5) square feet advertising the property for sale, or used by a builder to advertise the property during the construction and sales period, or displaying the name of the property, property owner or resident. Temporary political signs are excepted.

(6) No noxious, offensive or hazardous trade or activity shall be carried on upon this property, nor shall anything be done thereon which may be or become an annoyance, nuisance or hazard to neighbors or other property owners in NORTHRIDGE, such as junkyards, garbage or rubbish dumping ground, and oil or mining operation. Random and careless discharge of firearms is prohibited.

(7) Regular household pets, poultry, and rabbits for the Owner's benefit and enjoyment are permitted. No outdoor hogs and/or pigs are allowed. Other farm animals are allowed. The total of the farm animals will not exceed one (1) per acre. Farm animals and poultry must be maintained under fence. Special children's projects may be allowed with the approval of the NOA, by NOA Variance, at a General Meeting.

(8) No gravel, sand, timber or other natural materials may be removed from this land until such time as written permission from the Owner of Record is presented to the COMMITTEE; then no mining shall be allowed within thirty (30) feet of all property lines.

(9) Purchaser and/or Owner of Record acknowledges that the COUNTY and/or other governments have set forth guidelines and requirements regarding installation of subsurface sewage systems, and that acceptable percolation tests are required on individual lots or subdivided tracts before installation of subsurface sewage disposal systems.

(10) A failure to observe, perform or comply with any restriction herein set out shall not abrogate the same or render it or any other restriction inoperative, and no such non-observation, non-performance or non-compliance, however long continued or however general or prevalent the same may be, shall constitute any defense in any suit or proceeding brought to enforce the compliance with and/or observance and performance of any kind of said restrictions, conditions, and provision.

(11) This instrument represents the entire agreement of compliance to property use and conveyance restrictions for property described herein, and replaces or

superseded any and all documents or written agreements regarding restrictions which are dated prior to the date of execution as it appears below. This agreement will remain in force until January 1, 2017. If the NOA, The COMMITTEE, The Owner of Record, or any subsequent legal authority over the property deed restrictions, takes no action to modify, renew or dissolve this agreement before the aforementioned termination date, then this agreement is deemed to be renewed by default for an effective period of one (1) year, and will continue additional renewals on each subsequent January 1 until such time as all parties agree to terminate, renew or execute a replacement or modified agreement.

This undersigned Purchaser and/or Owner of Record hereby acknowledges receipt of the foregoing instrument and agrees to comply to all articles and restrictions described therein with regard to the related real property described in ATTACHMENT "A".

Owner/Purchaser

Date:

Owner/Purchaser

ATTACHMENT "A" is a reference document with indicates the specific filing register of the official land description record filed with the COUNTY.

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this _____ day of _____, 1996, by _____.

Notary Public - STATE of TEXAS
Mack W. PITTS

My Commission expires:
04/25/2000

STATE OF TEXAS
COUNTY OF Montgomery

This instrument was acknowledged before me this _____ day of _____ 1996, by _____.

Notary Public STATE of TEXAS
Mack W. PITTS

My Commission expires:

04/25/200