

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE FOUNTAINS OF NORTHGATE FOREST

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS DECLARATION is made on the date hereinafter set forth by NORTHGATE FOREST RESIDENTIAL EAST, LTD, a Texas Limited Partnership (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of the following tract of land (such tract of land being hereinafter referred to as the "the Property");

The Fountains of Northgate Forest, a subdivision of 15.853 acres of land out of the George H. Delesdernier Survey, Abstract Number 229, Harris County, Texas as recorded in the Map Records of Harris County Clerk's Film Code 608098.,

and the Covenants and Restrictions contained herein shall apply to the Property, including fifty (50) Lots located on two (2) Blocks, and five (5) Reserves

and,

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the above referenced property, such property to be known as "The Fountains", for the benefit of the present and future owners of the lots therein;

NOW, THEREFORE, Declarant does hereby declare that the Property described above shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions hereinafter set forth.

ARTICLE I
DEFINITIONS:

As used in this Declaration, the terms set forth below shall have the following meanings:

A. ANNUAL MAINTENANCE CHARGE - The assessment made on an annual basis and levied by the Association against each Owner and his Lot in accordance with the provision of this Declaration.

B. APPOINTED BOARD - The Board of Directors of the Association appointed by Declarant pursuant to the provisions of Article IV, Section 4.1, of this Declaration.

- C. ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee established and empowered in accordance with Article III of this Declaration.
- D. ARTICLES OF INCORPORATION - The Articles of Incorporation of the Association.
- E. ASSOCIATION - The Fountains of Northgate Forest Community Association, Inc., a Texas nonprofit corporation, its successors and assigns.
- F. BOARD OR BOARD OF DIRECTORS - The Board of Directors of the Association, whether the Appointed Board, the First Elected Board or any subsequently elected Board.
- G. BYLAWS - The ByLaws of the Association.
- H. COMMENCEMENT OF CONSTRUCTION - The date on which lot clearing begins on a Residential Dwelling.
- I. COMMON AREAS - The Property, save and except the Lots and publicly dedicated roadway rights of way.
- J. DECLARANT - Northgate Forest Residential East, Ltd., its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the office of the County Clerk of Harris County, Texas.
- K. EXTERIOR AREA - The Portion of a lot not covered by a Residential Dwelling.
- L. FIRST ELECTED BOARD - The Board of Directors of the Association elected at the first meeting of the members of the Association.
- M. GOLF COURSE - All of the land and facilities comprising Northgate Country Club.
- N. GOLF COURSE LOT - Any lot which abuts, adjoins or is adjacent to any portion of Golf Course property (including any portion of Golf Course lakes) or which, in the sole opinion of Declarant impacts upon the Golf Course property.
- O. IMPROVEMENT- Any building, structure, fixture, fence, driveway, walkway, swimming pool, any transportable structure placed on a Lot, whether or not affixed to the land, and any addition to or modification of an existing building, structure, fixture, fence, driveway, walkway, or swimming pool.
- P. LOT OR LOTS - Each of the Lots shown on the Plat.
- Q. MAINTENANCE FUND - Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.
- R. MEMBER OR MEMBERS - All Lot Owners who are members of the Association as provided in Article IV hereof.

S. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all improvements thereon

T. OWNER OR OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

U. PARKING SPACE- A parking space shall be defined as a covered, attached garage that has at least a 21 foot length of garage interior parking space unless otherwise approved by the Architectural Committee.

V. PLAT - The plat for The Fountains of Northgate Forest, recorded in the Map Records of Harris County, Texas County Clerk Film Code 608098, and any replat thereof.

W PLANS - The final construction plans and specifications (including a related site plan) of any Residential Dwelling, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the property.

X. PROPERTY - All of The Fountains of Northgate Forest, a subdivision of Harris County, Texas, according to the plat thereof recorded in the Map Records of Harris County, Texas County Clerk Film Code 608098, and any replat thereof.

Y RESERVES - Restricted Reserves A, B, C, D and E as shown on the Plat.

Z. RESIDENTIAL DWELLING - The single family residence and appurtenances constructed on a Lot.

AA. RESTRICTIONS - The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots and Common Areas in the Subdivision as set out in this Declaration or any amendment thereto.

BB. RULES AND REGULATIONS - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.

CC. SUBDIVISION - The Property, save and except the Reserves, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto.

DD UTILITY COMPANY OR UTILITY COMPANIES - Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

SECTION 2.1 USE RESTRICTIONS.

A. GENERAL. The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

B. SINGLE FAMILY RESIDENTIAL USE. Each Owner shall use his Lot and the Residential Dwelling on his Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multifamily use or for any business, professional or other commercial activity of any type. No Owner shall use the Common Areas or use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of this Declaration or any applicable law or (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

C. PASSENGER VEHICLES. No Owner, lessee or occupant on the Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store on the Lot: (1) more passenger vehicles and/or pickup trucks than the number of persons who reside in the Residential Dwelling on the Lot and who have a valid driver's license, or (2) more than three (3) passenger vehicles and/or pickup trucks, whichever number of passenger vehicles/trucks is smaller. For purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and the term "pickup truck" is limited to three-quarter (3/4) ton capacity pickup trucks which have not been adapted or modified for commercial use. Each passenger vehicle or pickup truck owned or used by the residents of a Lot shall be parked, kept or stored in the garage. In the event that the residents of a Lot regularly park, in accordance with the provisions hereof, more passenger vehicles or pickup trucks on the Lot than the number of spaces provided for vehicles in the garage, the additional vehicle or vehicles shall be parked on the driveway. Provided, however, in no event shall more than one (1) passenger vehicle or pickup truck owned or used by the residents of a lot be parked overnight on the driveway. Provided further that, in the event that the residents of a Lot park, in accordance with the provisions hereof, more passenger vehicles and pickup trucks on the Lot than the number of spaces provided for vehicles in the garage, the pickup truck or trucks shall, as opposed to passenger vehicles, be parked in the garage, it being the express intent that a pickup truck shall not be permitted to be parked, kept or stored on a Lot other than in the garage unless the residents of the Lots regularly use more pickup trucks than the number of spaces provided for vehicles in the garage and then only in accordance with the provisions hereof. No passenger vehicle or pickup truck owned or used by the residents of a Lot shall be permitted to be parked overnight on any street within the Property. There shall be no limitations upon the number of vehicles which may be parked on the Property by guests of the Owner, lessee or other occupant of a Lot, except that guest relatives are subject to all provisions of this paragraph.

D. OTHER VEHICLES. No mobile home trailers, recreational vehicles, boats or trailers shall be parked, kept or stored on the Property; provided that, a mobile home trailer, recreational vehicle, boat or trailer may be parked in the garage on a Lot if: (1) it is totally concealed, (2) the parking of a mobile home trailer, recreational vehicle, boat or trailer in the garage does not result in a passenger vehicle or pickup truck being parked, kept or stored on the driveway or side yard, and (3) the Owner, lessee or occupant of the Lot otherwise remains in compliance with the provisions of Article II, Section 2.1, paragraph C above.

E. VEHICLE REPAIRS. No passenger vehicle, pickup truck, mobile home trailer, recreational vehicle, boat, trailer or other vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot or on any street (public or private) within the Subdivision provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee.

F. MAINTENANCE OF COMMON AREA STREETS, LAWNS AND PLANTINGS. All shrubs, trees, grass, plantings, irrigation devices and landscaping in all common areas of the Subdivision shall be maintained by the Association. Such maintenance shall be performed on a weekly regular basis, and shall be performed on a soon as possible basis when recovering from a storm or other weather abnormality. Storm debris shall be removed as soon as possible after conclusion of a storm.

G. MAINTENANCE OF LAWNS AND PLANTINGS. All grass in all areas of a Lot, including the front, back, and side yards, shall be maintained by the Association. All driveways, walkways, and patio surfaces shall be "blow cleaned" at time of grass mowing and provided by Association. All Lot owners are responsible for their own maintenance and care of plantings, ground covers, seasonal color, shrubbery, and trees, including pruning and clipping so as to prevent visual obstruction of adjacent Lot owner's views. All such lawn grass and plantings maintenance shall be performed on a weekly regular basis, and shall be performed on a soon as possible basis when recovering from a storm or other weather abnormality. Storm debris shall be removed as soon as possible after conclusion of a storm.

H. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise there from, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or Common Area in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any Lot. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. No exterior lighting or exterior speakers shall be allowed to become a nuisance. For purposes hereof, a nuisance is any condition or activity that is offensive to a person of ordinary sensibilities. The Board of Directors of the Association shall have the authority to determine whether any activity or condition on a Lot constitutes a nuisance and its determination shall be conclusive and binding on all parties.

I. REPAIR OF BUILDINGS. No Residential Dwelling or other building or structure upon any Lot shall be permitted to fall into disrepair, and each such Residential Unit, building, or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense.

J. TRASH CONTAINERS. No garbage or trash shall be placed or kept within the Subdivision except in covered containers of a type, size and style approved by the Architectural Control Committee. In no event shall any such containers be maintained on a Lot so as to be visible from any neighboring Lot or from the Golf Course except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

K. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot.

L. RIGHT TO INSPECT. During reasonable hours, Declarant, any member of the Architectural Control Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the exterior of the improvements thereon, for the purpose of ascertaining whether or not the provisions of the Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

M. ANIMALS. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from a neighboring Lot or the Golf Course. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or an exotic or vicious animal, or whether the number of animals or birds kept on any Lot is reasonable and its determination shall be conclusive and binding on all parties.

N. DISEASES AND INSECTS. No owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

O. RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Control Committee.

P. SIGNS. No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or maintained on any Lot or Common Area within the Subdivision if visible from the street, a neighborhood Lot or the Golf Course except:

(i) Street signs and such other signs as may be required by law;

(ii) A residential identification sign of a total face area of seventy-two square inches or less;

(iii) During the time of construction of any residential Dwelling, building or other improvement, one job identification sign not larger than eighteen inches in height and twenty-four inches in width and having a face area not larger than three square feet may be erected in the front yard only.

(iv) A "for sale" sign, of a reasonable type, size and appearance, which is similar to signs customarily used in Harris County, Texas, to advertise individual parcels of residential real property. No "for sale" signs may be placed in the rear or side yards, on a balcony, patio, or window so as to be visible from the Golf Course.

(v) One "open house" sign, of a reasonable type, size and appearance, which is similar to signs customarily used in Harris County, Texas, can be placed in front of the home, on the day of the open house only and for a same day period of time not to exceed ten hours. No balloons or any other type of attention getting device, including solicitation on or off the premises in order to attract or steer drivers into Northgate Forest for an open house may be used.

(vi) Not more than two (2) political signs having a face area not larger than four (4) square feet for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

(vii) Members of the Board of Directors or of the Architectural Control Committee shall have the right to enter onto the property and remove any sign displayed (outside the home) in violation of these Section P provision, and such persons shall not be deemed guilty of trespass by reason of such entry.

Q. EXEMPTIONS. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of property within the Subdivision. Moreover, any bank or other lender providing financing to Declarant in connection with the development of the Subdivision or improvements thereon may erect signs in the Subdivision in the Common Areas or on Lots owned by Declarant to identify such lender and the fact that it is supplying such financing.

R. SIDEWALKS. No sidewalk shall be constructed between the street in front of a Lot and the front of the Residential Dwelling on such Lot.

SECTION 2.2. DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

A. Subject to the provisions of Article III, each Owner shall have the right to modify, alter, repair, decorate, re-decorate or improve the Residential Dwelling on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Architectural Control Committee shall have the authority to require any Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or Lot that is visible from any Common Area, any other Lot or the Golf Course, if, in the Architectural Control Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision.

B. Each Owner shall maintain the Residential Dwelling and other improvements on his Lot in good order and repair at all times.

C. The Association shall maintain all Common Areas and landscaping per Article II, Section 2.1, Paragraph F. The Association shall periodically inspect and clean the streets within the Subdivision, the frequency of inspection and manner of which shall be in the sole discretion of the Board of Directors.

SECTION 2.3. TYPE OF CONSTRUCTION AND MATERIALS.

A. STORAGE. Without the prior written consent of the Architectural Control Committee, no building materials of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before the construction of a Residential Dwelling, structure or other improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling, structure or improvement of a Lot, the work thereon shall be prosecuted diligently, to the end that the Residential Dwelling, structure or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Upon the completion of the construction, any unused materials shall be removed immediately from the Lot. Unless otherwise authorized in writing by the Architectural Control Committee prior to the commencement of construction, the construction of any Residential Dwelling, structure or improvement on a Lot shall be completed within nine (9) months.

B. TEMPORARY STRUCTURES. No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other outbuilding structure or building, other than the permanent Residential Dwelling to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other improvements in the Subdivision.

C. SECURITY SYSTEM REQUIREMENTS. Each Residential Dwelling construction on a Lot shall have a security system, and such system shall be maintained in a ready to be used working order. All security system wiring shall be installed prior to drywall finishing of the Residential Dwelling.

D. CARPORTS/GARAGES. No carports, including partially covered space adjacent to garage door(s), shall be constructed on any Lot without the prior written consent of the Architectural Control Committee. A porte cochere may be permitted on a Lot if included in the original Plans for the Residential Dwelling and approved by the Architectural Control Committee. All garages shall be enclosed by metal or wood garage doors with a paneled design in order to be harmonious in quality and color with the exterior of the appurtenant Residential Dwelling and shall be installed with an automatic opening and closing device, which devices shall at all times be kept in a serviceable condition. An attached garage may load from the front or side, as approved by the Architectural Control Committee, and must provide that the Parking Space therein be fully accessible and usable.

E. AIR CONDITIONERS. No window, roof or wall type air conditioner that is visible from any street, any neighboring Lot or the Golf Course, shall be used, placed, or maintained on or in any Residential Dwelling, garage or other building.

F. GARBAGE DISPOSAL. Each kitchen in each Residential Dwelling shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

G. ROOFS. Unless otherwise approved by the Architectural Control Committee in writing, roofs of Residential Dwellings shall be constructed only of clay or cement tile and shall conform to a specified size, shape, color,

and color mix as determined by Declarant. No composition shingles may be used on any Residential Dwelling or other Improvement on any Lot. When necessary, replacement roofs shall to the fullest extent possible replicate the initially installed and approved roof material as to the specified size, shape, color, and color mix, which requirement can not be overridden by a subsequent differently constituted Architectural Committee, unless it shall be agreed to by at least 90% of the Members, and then in such case such replacement shall be arranged by the Board of Directors for all then existing roofs to be changed out uniformly within a short period of time. No solar panels shall be installed on the roof of a Residential Dwelling without the prior written consent of the Architectural Control Committee, but if so approved, such solar panels shall not constitute a violation of any other portions of this paragraph.

H. ANTENNAS. Satellite dish antennas which are forty inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that allows reception of an acceptable quality signal. All other antennas are prohibited, unless expressly authorized in any Rules and Regulations adopted and recorded by the Association and then only in strict accordance with such Rules and Regulations.

I. FOUNDATIONS. Not more than twelve (12") inches of vertical surface of the concrete slab of any Residential Dwelling shall be exposed to view from any street, any adjacent Lot or the Golf Course. Any slab in excess of twelve (12)+ inches in height above finished grade shall have at least that excess in height covered with the same type, quality and grade of masonry used in the construction of the Residential Dwelling. Any Residential Dwelling with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located there under screened from view from any street, adjacent Lots or the golf course. The Architectural Control Committee, in its sole discretion, shall have the authority to determine the adequacy of any screening device or technique.

J. TREE REMOVAL. All landscape plans approved and/or adopted by the Architectural Control Committee shall incorporate the existing trees wherever possible. Declarant may, but shall not be obligated to, remove for transplanting any trees that are to be removed for construction. Prior to clearing a Lot, the Owner of the Lot shall give the Architectural Control Committee five (5) days written notice to schedule a meeting on the Lot to assure compliance with the landscape plans adopted by the Architectural Control Committee. Trees that are retained during the development and construction periods but subsequently die will be removed by the Association at its expense, and the Lot Owner shall provide reasonable access for such purposes.

K. EXTERIOR LIGHTING. All exterior lighting which is affixed to the Residential Dwelling or other building on a Lot must first be approved by the Architectural Control Committee. Notwithstanding the approval authority of the Architectural Control Committee, as a general guideline no shrouded or non-shrouded spot lights may be mounted on eaves within the first thirty (30) feet from the front of the improvements. Additional lighting may be incorporated into the landscape plans and installed at the discretion of the Architectural Control Committee.

L. MAILBOXES. Individual mailboxes are allowed at the Discretion of the Architectural Control Committee provided that the design of the mailbox is complementary to the design of the Residential Dwelling on the Lot and the type and location of the mailbox is approved by the Architectural Control Committee prior to construction.

M. CONCRETE FLATWORK. No common gray concrete or concrete aggregate flatwork shall be allowed in areas visible from any street or the Golf Course, gray patterned concrete flatwork is permitted. Pavestone or equal pavers are permitted on driveways, walkways, and patios. All submittals must be accompanied by full specification data for approval by the Architectural Control Committee.

N. GENERATORS. Emergency use only back-up electrical generators shall be allowed, assuming that they are not visible from any street, are not used as a primary power source, and that periodic operation of them by the Owner for preventive maintenance purposes shall be done so in a timeframe and manner so as to minimize neighborhood noise.

SECTION 2.4. SIZE AND LOCATION OF RESIDENCES.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. For Lots within the Subdivision, the minimum allowable area of interior living space in a Residential Dwelling shall be 2,500 square feet.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling shall have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume defined by the roof plans of the Residential Dwelling and is not designed so as to visually be profiled as a three story residence.

C. LOCATION OF GARAGES AND DRIVES. The garage on each Lot shall either be part of, or attached to, the Residential Dwelling on that Lot. A garage which is part of the Residential Dwelling is defined as one having at least one of its walls contiguous to interior space of the Residential Dwelling, or as having no more than three (3) exterior walls of its own. The location of a garage on a Lot shall be governed by the setbacks established in paragraph D below. The driveway on a Lot shall not be located nearer to a side property line than two (2) feet.

D. LOCATION OF IMPROVEMENTS - SETBACKS. The location of each Residential Dwelling or other improvement on a Lot in the Subdivision must be approved in writing by the Architectural Control Committee prior to the Commencement of Construction. The Architectural Control Committee shall have the authority to designate the direction in which an Improvement on any Lot shall face. No Residential Dwelling shall be located on a Lot nearer than twenty (20) feet from the front property line, or nearer than ten (10) feet to the rear property line.

A Residential Dwelling and/or garage may be constructed on each Lot in the Subdivision so that one (1) outside wall abuts the side property line designated as the "zero setback line" for that Lot. The Residential Dwelling and/or garage on a Lot shall not be less than six (6) feet from the Residential Dwelling and/or garage on a contiguous Lot, measured from the nearest point of the walls of the Residential Dwellings and garages on the contiguous Lots. For purposes of spacing between the Residential Dwellings and garages on contiguous Lots, eaves, steps, and unroofed terraces shall not be considered; provided that, no eave in excess of twelve (12) inches, step or unroofed terrace shall be allowed to extend upon or across the property line of another Lot.

No transparent or operable windows or doors or other openings shall be placed in the wall of the Residential Dwelling that abuts the side property line that is designated as the zero setback line with the exception of Lot 1 in Block 1 and Lots 1 and 16 of Block 2 which are adjacent to green belt areas; provided that windows, doors and other openings in the walls of the Residential Dwellings that abut the side property line designated as the zero setback line on these Lots are subject to the prior written approval of the Architectural Control Committee. The owner of any adjacent Lot shall not attach anything to the wall of the Residential Dwelling that abuts the zero setback line or use the wall as playing surface for any sport or recreational activity. No Owner of an adjacent Lot shall in any manner alter the wall of the Residential Dwelling that abuts the zero setback line.

The Owner of each Lot which has a zero setback line is hereby declared to have an easement over the adjacent Lot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the Residential Dwelling. In addition, each Lot which has a zero setback line is hereby declared to have an easement over the adjoining roofs and eaves, which easement shall pass with each conveyance of the Lot. All Lots which are adjacent to a Lot which has a zero setback line are subject to an easement six (6) feet in width along the side lot line of the zero setback line of the adjacent Lot for the benefit of the Owner of the adjacent Lot. Such easement shall exist for the purposes of maintaining, painting, repairing and/or reconstructing that portion of the Residential Dwelling or garage that abuts the zero setback line and any fence on such side property line. Provided that, as a condition to the exercise of the right of access, the Owner benefited by the easement shall indemnify and hold harmless the Owner of the Lot subject to the easement from damage to shrubs, plants, flowers, trees, lawn sprinklers and similar items resulting from the exercise of the right of access.

Further, except in the case of an emergency, the Owner benefited by the easement shall notify the Owner of the Lot subject to the easement not less than forty-eight (48) hours prior to exercising the right of access. A gas or other type of meter shall be permitted on the wall of the Residential Dwelling situated on the zero lot line provided that it does not extend upon or across the property line more than eighteen (18) inches.

SECTION 2.5. WALLS AND FENCES.

A. FENCE MATERIALS AND HEIGHT. No wall, fence or hedge greater than two (2) feet in height shall be erected or maintained forward of the twenty (20) feet front lot building line. No rear yard or side yard fencing shall be allowed on Golf Course Lots, except as provided in this section of the Declaration and with the prior written approval of the Architectural Control Committee. All fences and walls on a Lot must be ornamental iron, partial iron/masonry or masonry construction. No chain link or wood fences shall be permitted. No fence or wall shall extend above the ground more than six (6) feet, with the following exceptions:

(i) A fence or wall may vary in height for aesthetic reasons at a corner, gate or connection to a building, or at the locations of pilasters or major fence posts if approved in writing by the Architectural Control Committee.

(ii) A side fence or wall not exceeding eight (8) feet in height may be permitted by the Architectural Control Committee if determined by the Architectural Control Committee, in its sole, good faith judgment, to be reasonably necessary for purposes of privacy.

(iii) A fence, wall or hedgerow forward of the front Lot building line may be approved by the Architectural Control Committee for aesthetic purposes but in no event shall such fence, wall or hedgerow be or be permitted to grow to an excess of four (4) feet in height.

B. PRIVACY WALLS, FENCES AND HEDGEROWS ON GOLF COURSE AND POND LOTS.

(i) A privacy wall, fence or hedgerow six (6) feet in height (subject to the above requirements and exceptions for walls, fences, and hedgerows) may be constructed on any side property line of a Golf Course Lot line adjacent to another Lot, provided that it is approved in writing by the Architectural Control Committee and does not extend forward of the front lot building line of the Lot on which it is situated or to the rear of the lot building line of the Golf Course Lot; provided further, that the privacy wall, fence or hedgerow shall not wholly or partially obscure, block or in any way detract from the Golf Course or pond view of any adjoining Lot or Lots.

(ii) A fence may, with the approval of the Architectural Control Committee, be constructed along Golf Course property lines provided that it is wrought iron (or steel to have the appearance of wrought iron) or aluminum and is no more than four (4) feet in height. If a connection is desired between such an iron fence and a privacy fence along a side property line adjacent to another Lot, the connection shall be an iron fence no more than four (4) feet in height to match the rear fence.

C. IMPROVEMENTS ON GOLF COURSE LOT No improvement on a Golf Course Lot, including, without limitation, recreational equipment or a swimming pool, shall be located nearer than six (6) feet from the property line; all such Improvements must be approved in writing by the Architectural Control Committee prior to installation. Children's swing sets, shelters, slides, etc. are not permitted without the prior written approval of the Architectural Control Committee.

D. MAINTENANCE OF FENCES. Ownership of any wall or fence erected on a Lot shall pass with title to such Lot and it shall be the Lot Owner's responsibility to maintain such wall or fence. In the event the Owner or occupant of any Lot fails to maintain said wall or fence and such failure continues after thirty (30) days' written notice thereof from the Association, Declarant, its successors or assigns, or the Association, may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the fence or wall to be repaired or maintained or to do any other thing necessary to secure compliance with these Restrictions, and to place said wall or fence in a satisfactory condition. If the Association performs the work, the Association may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of such Lot, to pay such charge immediately upon receipt of the corresponding statement. If the Owner fails or refuses to pay such charges, the charges may be added to the Owner's Annual Maintenance Charge account and collected in the same manner provided in Article V of this Declaration for the collection of Annual Maintenance Charges.

E. FENCES AND ACCESS AND EGRESS GATES ERECTED BY DECLARANT. Declarant shall have the right, but not the obligation, to construct fences or walls within or around the Subdivision which are deemed by the Declarant to enhance the appearance or security of the Subdivision. An Owner shall be responsible for any damage to a fence or wall constructed by or at the direction of the Declarant which is caused by such Owner or his family members, or the negligent, but not the intentional, acts of his guests, agents or invitees.

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. BUILDING MAINTENANCE EASEMENT.

(i) There is hereby established and dedicated for the use and benefit of adjacent Lot Owners, a limited perpetual reciprocal easement, running adjacent to the side property line and six (6) feet in width, running six (6) feet from the zero side of the adjacent Lot. Such easements are for the limited purpose of ingress and egress for the replacement, repair, and maintenance of a building or Residential Dwelling, fences, walls, structures, utility meters and other appurtenances as hereafter constructed for a Residential Dwelling. Each adjoining Lot Owner shall have the right to use said easement for visual and aesthetic uses, but expressly excluding the right to attach or fasten any object to the adjoining wall of any building. Such use shall also expressly preclude the right to change the grade of said easement area or obstruct the same in any manner which would prevent proper drainage. If any portion of an adjacent building, wall, fence or other improvement is located farther than six (6) feet back from the side property lot line, then the adjacent Lot Owner shall not have the above described six (6) feet easement with respect to that section of the side property line along which a portion of a building or improvement is constructed farther than six (6) feet from such property line.

(ii). Title to all streets, drives, boulevards and other roadways, and to all easements shown on the plat, is hereby expressly reserved and retained by the Association, subject only to the grants and dedications expressly made on the Plat.

B. UTILITY EASEMENTS. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all utility systems (which systems shall include systems for drainage purposes) now or hereafter deemed necessary by Declarant for all utility purposes (which purposes shall include drainage purposes), including systems of electric light and power supply, drainage, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities (which facilities shall include drainage facilities) or appurtenances thereto, under the land within the drainage and utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section B, no utilities (including drainage) or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Board.

C. ADDITIONAL EASEMENTS. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the office of the County Clerk of Harris County, Texas or by express provisions in conveyances, with respect to Lots that have not been sold by Declarant.

D. PRIVATE STREETS. The private streets within the Subdivision are Common Areas reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable rules and regulations as may be promulgated by the Association.

Owners acknowledge that whole or limited access devices and equipment and or structures may be erected in the future the purpose of which may be to deny access to all persons and vehicles except residents, guests, and necessary construction, repair, and maintenance workmen. Each Owner shall observe and comply with all reasonable rules and regulations promulgated by the Association with respect to the private streets and shall be deemed to acknowledge and agree that all such rules and regulations, if any, are for the mutual and common benefit of all Owners and necessary for their protection. All private streets within the Subdivision shall be repaired and maintained by the Association. All driveways on Lots which are adjacent to a private street shall be repaired and maintained by the Owner of the Lot on which the driveway is situated.

E. CHANGES TO EASEMENTS. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

F. MINERAL RIGHTS. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public service corporation or other governmental agency or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, Declarant shall have no surface access to the Property for mineral purposes.

G. EASEMENT TO ASSOCIATION. An easement is hereby granted to the Association in and to the Subdivision for the purposes of providing and maintaining utility services (including, without limitation, electricity, gas, water, sanitary sewer, storm sewer, telephone, cable television, and similar services) to the Lots and the Common Areas and for the purposes of installing, maintaining and replacing landscaping on the Lots and maintaining and replacing landscaping on the Lots and Common Areas within the Subdivision.

SECTION 2.7. TITLE TO AND OPERATION OF THE COMMON AREAS.

A. An easement is hereby granted to each Owner in and to the Common Areas for each Owner's use and enjoyment of the Common Areas and for access to each Owner's Lot, such easement being subject to the rules and regulations adopted from time to time by the Board of the Association and to the Board's right to control the use and operation of the Common Areas pursuant to section 2.7.B.

B. The Board shall have the exclusive authority to control the use, maintenance and operation of the Common Areas. Such authority includes, without limitation, the following:

(i) The authority to charge reasonable admission, rental and other fees for the use of any facility upon or comprising a portion of the Common Areas.

(ii) The authority to permit non-owners to use the Common Areas on terms acceptable to the Board.

(iii) The authority to borrow money for the purpose of maintaining, operating, or constructing Improvements in the Common Areas and, in connection with any such loan, to grant a lien against the Common Area to secure the Association's obligation to pay the loan.

(iv) The authority to suspend the rights of an Owner who violates any of the provisions of this Declaration or any Rules and Regulations relating to the Common Area to use the Common Areas.

(v) The authority to dedicate or transfer all or any part of the Common Areas that have been conveyed to the Association to any public agency, authority or utility, and to sell, lease or pledge those Common Areas to any third party, if the Board deems such action to be in the best interest of the Association.

(vi) The authority to contract for and cause to be built and maintained in the Common Areas such recreational facilities, if any, as the Board may, in its discretion, deem to be in the best interests of the Association.

C. The Board's authority to control the use and operation of the Common Areas as set forth in Section 2.7.B. is not a warranty or representation that such authority will be exercised by the Board. Further, Declarant shall have no responsibility whatsoever to construct any Improvements on the Common Areas.

D. Declarant may, from time to time, convey all or any portion of the Common Areas to the Association or to an appropriate governmental subdivision such as the county or city in which the Subdivision is located. Notwithstanding Sections 2.7 paragraphs A, B and C above, the Board's authority shall be exercised only with the written consent of Declarant so long as title to such Common Areas is vested in Declarant, and such authority shall immediately terminate upon and as to any portion of the Common Areas conveyed to any governmental subdivision.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

SECTION 3.1. APPROVAL OF BUILDING PLANS. No Residential Dwelling or Improvement of any type shall be erected, placed, or altered on any Lot until two (2) copies of construction plans, specifications, plot plan and any other information deemed by the Architectural Committee to be pertinent showing the location of the Improvement have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with existing structures, as to location with respect to topography, finished ground elevation, building setbacks and as to compliance with minimum construction standards. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of receipt of all required documents, the plans shall be deemed to have been disapproved.

The failure of the Architectural Control Committee to approve or disapprove plans and specifications for a proposed Improvement within such thirty-day period shall not affect the enforceability of any other provisions in this Declaration. The Architectural Control Committee shall have full and complete authority to approve or disapprove the construction of any Improvement on any Lot, and its judgment shall be final and conclusive.

SECTION 3.2. COMMITTEE MEMBERSHIP. The Architectural Control Committee shall initially consist of two (2) members, Jack A. Thoner and Douglas K. Shannon. Declarant may, at any time, appoint an additional person to serve on the committee. Declarant shall have the continuing right to appoint the Members of the Architectural Control Committee until the First Elected Board is elected as provided in Section 4.4 of this Declaration. Thereafter, the Board shall have the right to appoint all Members of the Architectural Control Committee.

As long as Declarant has the authority to appoint Members of the Architectural Control Committee, Members of the Architectural Control Committee may, but need not, be Members of the Association. After Declarant's authority to appoint Members of the Architectural Control Committee ceases, Members of the Architectural Control Committee must be Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. Members of the Architectural Control Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

SECTION 3.3. MINIMUM CONSTRUCTION STANDARDS. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards for Improvements on Lots; provided, however, that such an outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

SECTION 3.4 TRANSFER OF AUTHORITY. Declarant shall have the right, but not the obligation, to discontinue its right to appoint Members of the Architectural Control Committee prior to the election of the First Elected Board by written notice to the Board.

ARTICLE IV MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, additions, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the first meeting of the Members of the Association is held in accordance with the provisions of Section 4.4 and a Board of Directors is elected. The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or government entities on matters of maintenance, trash pickup, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest. In addition to those expenditures which are unique to the Association, the Association shall also be obligated to pay its pro-rata share of expenditures made by Northgate Forest Association, Inc., as further described in Section VI, for maintenance of common areas in the greater Northgate Forest development, and procurement of other needs common to all of the development within Northgate Forest and its numerous subdivisions, including security patrol and insurance.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING OF MEMBERS. Each Member, including Declarant, shall have one (1) vote per Lot owned. In the event that ownership interests in a Lot are owned by more than one (1) Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a lot is owned by more than one (1) Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, the single Member exercising the vote for such Lot shall be deemed to have been designated as the Member entitled to exercise the vote for that Lot. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Lots owned by it.

SECTION 4.4. MEETINGS OF THE MEMBERS. The first meeting of the Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days' prior written notice to the members. Such written notice may be given at any time but must be given no earlier than thirty (30) days nor later than sixty (60) after all of the Lots have been sold by the Declarant as evidenced by a deed recorded in the office of the County Clerk of Harris County, Texas, for each such Lot. The First Elected Board shall be elected at the first meeting of the Members of the Association. Thereafter, annual and special meetings of the members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the Bylaws.

SECTION 4.5. DISPUTES. In addition to its other powers conferred by law or in accordance with the provisions of this Declaration, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including the appointment of committees to consider and recommend resolutions of or to resolve any such disputes.

SECTION 4.6. PROFESSIONAL MANAGEMENT. The Board shall have the authority and responsibility to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

SECTION 4.7. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 4.8. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except when any provision in this Declaration, the Articles of Incorporation, the Bylaws or applicable law specifically requires a vote of the membership. The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of the Declaration, (b) enforcement of this Declaration or any Rules and Regulations or Architectural Guidelines or (c) any other civil claim or action. However, no provision in this Declaration or the Articles of Incorporation or Bylaws shall be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

SECTION 4.9. STANDARD OF CONDUCT. The Board of directors, the officers of the Association and the Association shall have the duty to represent the interest of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the association and accomplished in conformity with the Declaration, Articles of Incorporation, ByLaws and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member. A court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

ARTICLE V MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

SECTION 5.1. MAINTENANCE FUND. All Annual Maintenance Charges collected by the Association and all interest, penalties, costs and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall, by way of illustration

and not by way of limitation, expend the Maintenance fund for the administration, management, and operation of the Subdivision and for landscaping, maintaining, insuring, repairing, operating, constructing Improvements on the Common Area; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrong doings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Each and every Lot in the Subdivision is hereby severally subjected to and impressed with an Annual Maintenance Charge or assessment in an amount to be determined annually by the Board, which Annual Maintenance Charge shall run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The Annual Maintenance Charge and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge or assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time obligation to pay such Annual Maintenance Charge or assessment accrued, but no Owner shall be personally liable for the payment of any Annual Maintenance Charge or assessment made or becoming due and payable after his ownership ceases. No Owner shall be exempt or excused from paying any such Annual Maintenance Charge or assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 5.3. BASIS AND ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Maintenance Charge or assessment shall be an amount specified by Declarant. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the Annual Maintenance Charge or assessment will be as determined by the Board of Directors after consideration of current maintenance costs and future needs of the Association. The Annual Maintenance Charge or assessment levied against each Lot shall be uniform; provided that, until all Lots have been sold and landscaping has been installed on each Lot, the Board of Directors of the Association shall separate Lot lawn maintenance costs from its other budgeted expenses and allocate the Lot lawn maintenance costs among the Lots upon which Residential Dwellings have been substantially completed. Each Lot shall then be assessed an equal amount for all of the estimated expenses of the Association other than Lot lawn maintenance costs. The Lots upon which Residential Dwellings have been substantially completed shall each be additionally assessed a pro rata amount for the Lot lawn maintenance costs. After the substantial completion of a Residential Dwelling on each Lot, the Annual Maintenance Charge or assessment levied against each Lot shall be uniform. In the event that a Lot owner shall acquire an adjacent Lot for garden or other purposes, said Owner shall be responsible for payment of two Annual Maintenance Charges.

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE. The Annual Maintenance Charge or assessment on a Lot shall commence on the date of the conveyance of the Lot by the Declarant and shall be prorated according to the number of days remaining in the calendar

year. On or before the 30th day of January in each year, the Declarant or Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge or assessment to be levied against each Lot for the next year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge or assessment shall be sent to every Owner; provided that, the failure to fix the amount of an Annual Maintenance Charge or assessment or to send written notice thereof to all Owners shall not affect the authority of the Association to levy Annual Maintenance Charges or assessments or to increase Annual Maintenance Charges or assessments as provided in this Declaration.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Subdivision, the maintenance of the Common Areas, or any other purposes contemplated by this Declaration, then the Board shall have the authority to levy such special assessments ("Special Assessments") as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such Special Assessments may be assessed because of casualty or other loss to any part of the Common Areas. No Special Assessment shall be effective until the same is approved in writing by Members, including Declarant, holding at least a majority, including Declarant, of the votes in the Association, or by a majority of the Members present and voting at any regular or special meeting of the Members at which a quorum is present. Any such Special Assessment shall be payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/SUBORDINATION OF LIEN. The Annual Maintenance Charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the twenty eighth (28th) day of each February thereafter. Any Annual Maintenance Charge which is not paid and received by the Association by the twenty eighth (28th) day of each February thereafter shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent Annual Maintenance Charge. The monthly late charge, if imposed, shall be in addition to interest.

To secure the payment of the Annual Maintenance Charge, Special Assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.6 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or Improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such Annual Maintenance Charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner.

Further, the voting rights of any owner in default in the payment of the Annual Maintenance Charge, or other sum for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists.

Notice of the lien referred to in the preceding paragraph may, but is not required to, be given by the recording of a notice in the Official Public Records of Real Property of Harris County, Texas, duly executed, and acknowledged by an authorized representative of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected lot, according to the books and records of the Association, and the legal description of such Lot.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter). In addition, by acceptance of the deed to his lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, and other sums due and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the Official Public Records of Real Property of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as herein above provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such Lot and such occupancy shall constitute an tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice, unless otherwise provided by law.

SECTION 5.7. PAYMENT OF ANNUAL MAINTENANCE CHARGE BY DECLARANT.

Each lot owned by Declarant shall be subject to Annual Maintenance Charges and Special Assessments.

SECTION 5.8. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association shall provide to such owner a written statement setting out the then current total of all Annual Maintenance Charges, Special Assessments, and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner shall also be addressed to and be for the benefit of a prospective lender or purchaser of the lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.9. FORECLOSURE. In the event of a foreclosure of a Mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for Annual Maintenance Charges, Special Assessments, or other sums,

if any, which accrued and became due prior to the foreclosure sale, but the purchaser of the Lot and its successors shall be responsible for Annual Maintenance Charges, Special Assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

SECTION 5.10. TRANSFER FEE/RESALE CERTIFICATES. The Board of Directors of the Association shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Subdivision and changing the ownership records of the Association ("Transfer Fee"). A Transfer Fee shall be paid to the Association upon each transfer of title to a Lot. The Transfer Fee shall be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association shall have the authority to establish and charge from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

ARTICLE VI NORTHGATE FOREST ASSOCIATION

SECTION 6.1. MASTER ASSOCIATION. Northgate Forest Association, Inc. is a nonprofit corporation organized for the purposes of providing for the maintenance and preservation of all the properties within Northgate Forest and promoting the health and welfare of the residents and property owners within Northgate Forest. In particular, Northgate Forest Association, Inc. was organized to maintain street lighting within Northgate Forest, to install and maintain landscaping at entryways and within esplanades and similar areas of common benefit to all residents and property owners within Northgate Forest, and to provide other services for the benefit of all residents and property owners with Northgate Forest. To this end, the Association shall participate in the affairs of Northgate Forest Association, Inc. in accordance with the Bylaws of Northgate Forest Association, Inc.

SECTION 6.2. OBLIGATION TO PAY FEES. The Association is obligated to pay to Northgate Forest Association, Inc. an annual fee or assessment to help defray the costs and expenses of Northgate Forest Association, Inc. The annual fee or assessment to be paid by the Association shall be determined annually by the Board of Directors of Northgate Forest Association, Inc. in accordance with the provisions of its Bylaws. Similar fees or assessments shall be paid to Northgate Forest Association, Inc. by other community associations within Northgate Forest and the Northgate Country Club. The fee or assessment to be paid by the Association to Northgate Forest Association, Inc. each year shall be included in the annual budget of the Association and shall be considered by the Board of Directors of the Association when establishing Annual Maintenance Charges in accordance with Article V, Section 5.4. of this Declaration.

ARTICLE VII INSURANCE

SECTION 7.1. GENERAL PROVISIONS. The Board of Directors shall have the authority to determine whether or not to obtain insurance for the Association and upon the Common Area and, if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 7.2 INDIVIDUAL INSURANCE. Each Owner shall be responsible for insuring his Lot, the residential Dwelling and other Improvements on the Lot and all contents and furnishings. Each Owner, at his own cost and expense, shall be responsible for insuring against the liability of such Owner.

ARTICLE VIII FIRE OR CASUALTY

SECTION 8.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling located thereon, the Owner of such damaged or destroyed Lot or Residential Dwelling shall within three (3) months after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot or Residential Dwelling and shall cause such Lot or Residential Dwelling to be fully repaired or reconstructed in accordance with the original plans therefore, or in accordance with new plans presented to and approved by the Architectural Control Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling, to the end that the Residential Dwelling shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling shall be razed and the lot restored as nearly as possible to its original condition within four (4) months of its damage or destruction.

SECTION 8.2. PAYMENT OF INSURANCE PROCEEDS. All insurance proceeds or other funds received by the Association pursuant to this Declaration as a result of fire or other casualty loss causing damage or destruction to Common Areas shall be applied toward the cost of repair, restoration or rebuilding of the damaged Common Areas. Any funds remaining after the repair, restoration or rebuilding of such damaged Common Areas shall be retained by the Association as part of the Maintenance Fund.

ARTICLE IX AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS

SECTION 9.1. AMENDMENT BY DECLARANT. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or Declarant's successor shall have and hereby reserves the right at any time, without the joinder or consent of any other party or entity, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record in the Official Public Records of Real Property of Harris County, Texas. Such right to amend the Declaration without the consent of any other party or entity shall cease upon the date that one hundred percent (100%) of all Lots within the Subdivision have been sold by Declarant or Declarant's successor to Owners as evidenced by a deed to each Lot recorded in the Official Public Records of Real Property of Harris County,, Texas.

SECTION 9.2. AMENDMENT BY THE OWNERS. Except as otherwise provided by law and by Section 9.1 above, the provisions of this Declaration may be amended by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots in the Subdivision have approved such amendment, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Harris County, Texas. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration.

SECTION 9.3. DURATION. The provisions of this Declaration shall remain in full force and effect until January 1, 2017 and shall be extended automatically for successive ten (10) year periods; provided however, that these Restrictions may be terminated on January 1, 2047, or on the commencement of any subsequent to January 1, 2047 automatically extended successive ten year period by filing for record in the Official Public Records of Real Property of Harris County, Texas, an instrument in writing signed by Owners representing not less than seventy-five percent (75%) of the Lots in the Subdivision .

ARTICLE X MISCELLANEOUS

SECTION 10.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 10.2. RULES AND REGULATIONS. The Rules and Regulations may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, the provisions of this Declaration shall control. Each Owner, by accepting a deed to his Lot, agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time.

SECTION 10.3. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 10.4. ARTICLES AND SECTIONS. Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 10.5. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recovery for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 10.6. LIMITATION OF LIABILITY. Declarant, as well as its agents, employees, officers and directors, shall not be liable to any Owner or occupancy of any Lot or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of this Declaration by any party other than Declarant.

SECTION 10.7. ENFORCEABILITY. The provisions of this Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to appear before the Board of Directors are given as provided by law, the Association shall be entitled to impose reasonable fines for violations of this Declaration or any Rules and

Regulations or Architectural Guidelines adopted by the Association or the Architectural Control Committee pursuant to any authority conferred by either of them by this Declaration and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the Declaration or any Rules and Regulations or any Architectural Guidelines. Such fines, fees and costs may be added to the Owner's Annual Maintenance Charge account and collected in the manner provided in Article V of this Declaration.

SECTION 10.8. REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, the Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of this Declaration by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right, subject to any notice requirement provided by law, to pursue any or all of the following remedies: a) Restrict the right of such Owner to use the Common Areas in such manner as the Board deems appropriate; and b) Suspend the right of such Owner to vote in any regular or special meeting of the Members during the period of the violation.

SECTION 10.9 RESERVES. Notwithstanding any other provision of this Declaration, the Reserves shall not be subject to the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on this 16th day of February, 2007, to become effective upon recording in the office of the Official Public Records of Real Property of Harris County.

Northgate Forest Residential East, Ltd.
By: Northgate Forest Management, LLC
General Partner

207

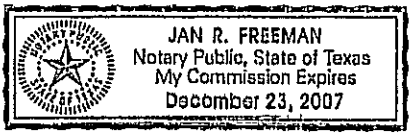
By: Jack A. Thoner
Print Name: Jack A. Thoner
Title: Authorized Member

RECORDER'S 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. All blockouts additions and changes were present at the time the instrument was filed and recorded.

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on February 14, 2007, by Jack A. Thoner, Authorized Member for Northgate Forest Management, LLC, general partner of Northgate Forest Residential East, Ltd., on behalf of said entities and in the capacity therein stated.

By: JAN R. FREEMAN
Notary Public in and for The State of Texas



2007 FEB 23 PM 12:43
FILED
County Clerk
HARRIS COUNTY TEXAS

AFTER RECORDING
RETURN TO:
GARY BAILEY
16055 NORTHGATE FOREST DRIVE
HOUSTON, TX 77068

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

FEB 23 2007



Cynthia L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS