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DECLARATION OF

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COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGE IN NORTHGATE FOREST

06/26/01 101600889 V135984

\$63.00

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS DECLARATION is made on the date hereinafter set forth by NORTHGATE FOREST DEVELOPMENT COMPANY, a Sole Proprietorship (hereinafter referred to as "Declarant").

WITNESSETH:

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

THE VILLAGE IN NORTHGATE FOREST
BEING A PARTIAL REPLAT OF RESTRICTED RESERVE "A", NORTHGATE FOREST SALES OFFICE SITE, FILM CODE No. 481030, M.R.H.C.T. A PLAT OF 15.0264 ACRES OF LAND IN THE GEORGE H. DELESDEMIER SURVEY, ABSTRACT No. 229 IN HARRIS COUNTY, TEXAS, 2 BLOCKS WITH 4 RESERVES AND 26 LOTS.

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WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the property 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:

1. ANNUAL MAINTENANCE CHARGE - The assessment made and levied by the Association against each Owner and his Lot in accordance with the provision of this Declaration.
2. 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.

3. **ARCHITECTURAL CONTROL COMMITTEE** - The Architectural Control Committee established and empowered in accordance with Article III of this Declaration.
4. **ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.
5. **ASSOCIATION - THE VILLAGE IN NORTHGATE FOREST COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, its successors and assigns.
6. **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.
7. **BYLAWS** - The Bylaws of the Association.
8. **COMMENCEMENT OF CONSTRUCTION** - The date on which trees and underbrush removal began and site earth work started on lot or lots.
9. **COMMON AREAS** - The Property, save and except the Lots and roadway rights of way.
10. **DECLARANT** - Northgate Forest Development Company, 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.
11. **EXTERIOR AREA** - The Portion of a lot not covered by a Residential Dwelling.
12. **FIRST ELECTED BOARD** - The Board of Directors of the Association elected at the first meeting of the members of the Association.
13. **GOLF COURSE** - All of the land and facilities comprising Northgate Country Club.
14. **LOT OR LOTS** - Each of the lots shown on the Plat, being a total of 26 lots platted. If an owner purchases two contiguous lots, they shall be defined as one.
15. **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.
16. **MEMBER OR MEMBERS** - All Lot Owners who are members of the Association as provided in Article IV hereof.
17. **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.

18. **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 declarant and contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.
19. **PLAT** - The partial replat for The Village In Northgate Forest recorded in Film Code No. 481030 of the Map Records of Harris County, Texas, but only with respect to Residential Lots Nos. One (1) through Twenty-six (26), inclusive, Block One (1), and Reserves "A", "B", "C", "D", and any replat thereof.
20. **PLANS** - The final construction plans and specifications (including a related site plan, landscape, hardscape, irrigation, and drainage plans) of any residential Dwelling, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the property.
21. **PROPERTY** - Residential Lot Nos. One (1) through Twenty-six (26), inclusive, Block One (1), and Reserves "A", "B", "C", "D" of The Village in Northgate Forest, a subdivision in Harris County, Texas, according to the partial replat thereof recorded under Film Code No.481030 of the Map Records of Harris County, Texas.
22. **RESERVES** - Restricted Reserves "A", "B", "C", "D" as shown on the Plat.
23. **RESIDENTIAL DWELLING** - The single family residence and appurtenances constructed on a Lot.
24. **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.
25. **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.
26. **SUBDIVISION** - The Property together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto.
27. **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, when built, 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 multi-family use or for any business, professional or other commercial activity of any type that would require clients to come to the Residence, or an inordinate amount of deliveries to the residence. (Solely determined by the Architectural Committee.) 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 these Restrictions; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the Restrictions 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 more than one (1) passenger vehicle or pick-up truck in excess of the garage spaces on such lot. 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 "pick-up truck" is limited to three-quarter (3/4) ton capacity pick-up trucks which have not been adapted or modified for commercial use. Each passenger vehicle or pick-up truck owned or used by the residents of a Lot shall be parked, kept or stored within garages or within an "auto court" area adjacent to the garage or under a porte cochere. An "auto court" must be located no nearer than sixty-five (65) feet from the front property line of the lot or thirty (30) feet from the rear property line. In addition, an "auto court" court area on a lot must be approved in writing by the Architectural Control Committee. In the event that the residents of a Lot regularly park, in accordance with the provisions hereof, more passenger vehicles or pick-up trucks on the Lot than the number of spaces provided for vehicles in the garage, the additional vehicle or vehicles shall be parked under the porte cochere; if there is no porte cochere, then within the "auto court", if any. Provided, however, in no event shall more than one (1) passenger vehicle or pick-up truck owned or used by the residents of a Lot be parked overnight on the driveway. Moreover, in the event

that the residents of a Lot park, in accordance with the provisions hereof, one passenger vehicle and pick-up truck on the Lot in excess of the number of spaces provided for vehicles in the garage, the pick-up truck shall, as opposed to passenger vehicle, be parked in the garage. It being the express intent that a pick-up truck shall not be permitted to be parked, kept or stored on a Lot other than in the garage unless the residents of the Lot regularly use more pick-up 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 pick-up 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; provided that no guests shall park vehicles on a Lot overnight in violation of these Restrictions. Guest(s) shall be defined as non-residents of the household and shall not include college age or adult children of owner.

- D. **OTHER VEHICLES.** No mobile home trailers, recreational vehicles or boats shall be parked, kept or stored on the Property if visible from any neighboring Lot or from the Golf Course; provided that, a mobile home trailer, recreational vehicle or boat 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 or boat in the garage does not result in a pick-up truck being parked, kept or stored under the porte cochere, 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, pick-up truck, mobile home trailer, recreational vehicle, boat 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 if visible from any neighboring Lot or from the Golf Course or in the garage if such activity results in a passenger vehicle or pick-up truck being parked, kept or stored under the porte cochere, 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 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.
- G. **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 therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot of 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 exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

- H. **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.
- I. **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 affect such collection.
- J. **CLOTHES DRYING.** No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from a neighboring Lot or the Golf Course.
- K. **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.
- L. **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. Owner acknowledges that forest animals may disturb pets and cause pet to become a noise nuisance in which cases pet must be confined to indoors. 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 whether the number of animals or birds kept on any Lot is reasonable. No walking of pets on any part of the golf course is permitted. All pets must be confined to owner's lot except when accompanied by owner.
- M. **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.
- N. **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. Should one owner purchase two (2) contiguous

lots to construct one single family dwelling thereon, said two (2) Lots will be considered one Lot for all purposes contained in this "Declaration" including Association dues and assessments.

O. **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 a neighborhood Lot or the Golf Course except:

- i. Street signs and such other signs as may be required by law.
- ii. One residential address identification sign of a combined total face area of seventy-two inches or less.
- iii. During the time of construction of any residential Dwelling, building or other structure 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.
- iv. One "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. Said one only "for sale" sign must be installed within the front setback facing the street and is prohibited from being installed within the rear or side setbacks so as to be visible from the golf course. No "open house" signs may be installed within any area of the Northgate Forest community, including owner's lot in The Village In Northgate Forest, if said sign is in addition to "for sale" sign.

P. **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.

Q. **SIDEWALKS.** No sidewalk shall be constructed between the street in front of a Lot and the front of the Residential Dwelling on such Lot, except for entry walks.

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, redecorate 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. The Association shall perform routine cleaning and debris policing of streets and Right of Way areas.

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. Construction access to home must be limited to subject lot's frontage only; no contiguous lot or lots any be used for access or materials storage. All construction related debris must be placed within a suitable container to prevent said debris from spreading to adjacent lot or lots and to assure acceptable construction site appearance during construction. 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 twelve (12) months from date of Commencement of Construction, excepting delays due to strikes, war, acts of God or other causes beyond the control of the Owner or his contractor.

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 out-building 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. All security system wiring shall be installed prior to drywall finishing of the Residential Dwelling.
- D. **CARPORTS/GARAGES.** No carports 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. All attached garages may load from the front or side, as approved by the Architectural Control Committee, subject to restrictions as outlined in Article 2.4, Section C.
- 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, or slate. No composition shingles or "composite material" shingles may be used. No solar panels shall be installed on the roof of a Residential Dwelling without the prior written consent of the Architectural Control Committee.
- H. **ANTENNAS.** Antennas for direct broadcast satellites which are forty inches or smaller in diameter, antennas for multi-channel multi-point distribution services which are forty inches or smaller when measured diagonally, and normal television antennas may be installed on a Lot, provided they are placed in the least obtrusive location which still enables the reception of an acceptable quality signal. All other antennas are prohibited. No antenna shall be erected or placed on a Lot without the prior written consent of the Architectural Control Committee.
- 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 thereunder 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. No post tension slabs shall be allowed without written approval of the Architectural Committee.

- 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 intent of this paragraph. With respect to Lots adjacent to the Golf Course, a "tree retention" area measuring twenty five (25) feet from rear property lines shall be maintained, within which no trees may be removed for fencing, pools, recreational facilities, etc. without the prior written consent of the Architectural Control Committee.
- 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. Additional lighting may be incorporated into the landscape plans and installed at the discretion of the Architectural Control Committee. Security lighting installed at roof fascia/cornice heights must be of the shrouded design type so as to not shine into neighbor windows or yard areas and may not be installed at all within twenty five (25) feet of the front elevation of the home.
- L. **MAILBOXES.** Individual mailboxes are allowed at the discretion of the Architectural Control Committee and the U.S. Postal Service provided that the design of the mailbox is similar 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 is allowed. Only patterned concrete or Pavestone type brick flatwork is permitted. Colored broom finished concrete may be used in recreational areas. All submittals must be accompanied by full specification data for approval by the Architectural Control Committee.
- N. **FLASHING MATERIALS.** All galvanized iron roof flashing materials used must be factory painted using a paint color closest in color to color of roof shingles. Dark brown or black colors are permitted.
- O. **FACIA MATERIALS.** Roof fascia materials must be of a 1 5/8 inch nominal thickness by 8 inches and be a wood species resistant to rot such as redwood or cedar.
- P. **SOFFIT SURFACES.** Porch and balcony soffits must be of stucco or "beaded board" materials. Plywood, gypsum board, or other materials manufactured in square or rectangular sizes requiring joint treatments or taping are not permitted.

SECTION 2.4. SIZE AND LOCATION FOR RESIDENCES.

- A. **MINIMUM AND MAXIMUM 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 3,500 Sq. Ft. and the maximum allowable area of interior living space in a Residential Dwelling shall not exceed forty (40) percent of the lot area. For Lots comprising one and one-half (1 1/2) to two (2) original lots, the minimum dwelling size shall be 5,000 sq. ft. and shall not be less than 15% or more than 30% of total Lot size. The minimum and maximum sizes for a Residential Dwelling on a Lot comprised of more than one Lot but less than one and one-half (1 1/2) of original lots shall be determined by the Architectural Committee on a case by case basis and approval for same shall be given in writing.
- 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 cubic space defined by the roof plans of the Residential Dwelling.
- 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 and the number of garage parking spaces shall not be less than three (3). 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 Article ii, Section 2.4, paragraph D below. The driveway on a Lot shall not be located nearer to a side property line than three (3) feet or nearer to the rear property line than twenty five (25) feet. No garage vehicle entry doors facing parallel to the roadway may be closer than sixty five (65) feet to the front property line. No uncovered driveway parking space(s) may be constructed within view of the golf course or the main street. Variances may be granted due to lot dimensional limitations on cul de sac lots if approved by Architectural Control Committee.
- D. **LOCATION OF IMPROVEMENTS - SETBACKS.** No Residential Dwelling or building on any Lot shall be located nearer to the front property line than twenty five (25) feet, or nearer to the rear property line than twenty five (25) feet, or nearer on either side property line than ten (10) feet without prior written approval of the Architectural Committee. Eaves in excess of twelve (12) inches, steps and unroofed terraces shall not be allowed to extend into said front, rear, and sideyard setbacks. Variances may be granted due to lot dimensional limitations on cul de sac lots if approved by Architectural Control Committee.

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-five (25) feet

front lot building line. No rear yard or sideyard fencing shall be allowed 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 fence of up to Eight (8) feet in height may be permitted by the Architectural Control Committee if reasonably necessary for purposes of sideyard privacy.
- iii. A fence or hedgerow forward of the front lot building line may be approved by the Architectural Control Committee for aesthetic purposes provided that it does not exceed four (4) feet in height.

B. PRIVACY WALLS, FENCES AND HEDGEROWS ON GOLF COURSE LOTS. 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 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 or actual home building line of the 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 view of any adjoining Lot or Lots.

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) and is no more than four (4) feet in height and contains no columns or posts constructed with masonry material.

C. IMPROVEMENTS & RECREATIONAL EQUIPMENT IN REAR YARD SPACES. Any non-architectural items such as recreational equipment, children's play equipment, or a swimming pool and/or spa, shall be located no nearer than Fifteen (15) feet to any rear, side, or front property line and must be approved in writing by the Architectural Control Committee. Variances may be granted on cul de sac lots if authorized by 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, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase and occupancy of such Lot, to pay such charge immediately upon receipt of the corresponding statement.

E. **FENCES 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 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. The Declarant and the Association shall have and hereby reserves an easement five (5) feet in width around the base of any wall or fence which may be constructed by Declarant for the purposes of inspecting, maintaining and/or repairing the wall or fence to the extent deemed necessary or desirable by Declarant or the Association.

F. **LOT AND HOME LANDSCAPE MAINTENANCE.** Owners are required to maintain all exterior areas including grass, shrubs, driveways, etc. in a first class condition consistent with neighborhood standards. Failure to do so may cause Association to contract for routine care as needed in the sole judgment of Board at cost, interest, and penalties to owner as established by the Board.

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. 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 and internet 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 2.6.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. Each Owner, by acceptance of a deed to a Lot, acknowledges that whole or limited access devices, equipment, structure and/or personnel may be erected in the future for the purpose of denying access to all other persons and vehicles than residents, guests and necessary service, construction, repair and maintenance personnel. Other than any such limited access devices, there shall be no obstruction of any part of the private streets. 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. Owner acknowledges that rules may prohibit access gates to be opened for the sole convenience of owner if Board establishes certain procedures and approvals for granting of exceptions. 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. **EASEMENTS TO ASSOCIATION.** One or more easements are 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 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 right to control the use, maintenance and operation of the Common Areas. Such right includes, without limitation, the following:
- i. The right 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 Areas to secure the Association's obligation to pay the loan.
 - ii. The right to suspend the rights of an Owner who violates any of the provisions of these Restrictions to use the Common Areas.
 - iii. The right 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.
 - iv. The right 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.
 - v. To deny an owner the right of use for recreational or any other purpose, except visual enjoyment, any restricted reserve area located immediately adjacent to a rear or sideyard area of a Lot.
- C. The Board's right to control the use and operation of the Common Areas as set forth in Section 2.7.B. are not a warranty or representation that any of such rights are

contemplated or will be exercised by the Board. Further, Declarant shall have no responsibility whatsoever to construct any additional improvements in the Common Areas beyond those in place at time first individual lot sales are closed.

- 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 rights and 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, building, structure or improvement of any type (collectively referred to in this Article for convenience as "the Improvement") shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the improvements and surface drainage elevations and directional paths 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 and finished ground elevation, and as to compliance with minimum construction standards. Two copies of the construction plans and specifications and a plot plan, together with such information as may be deemed by the Architectural Control Committee to be pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to the commencement of construction. Landscape and hardscape plans and specifications must be submitted for approval before the start of construction of these work phases and are subject to the same approval guidelines and rules as are the residential building plans. 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, approval shall be deemed denied and the requirements of this section shall be deemed to not have been fully complied with; provided, however, that 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 is further authorized to grant special "Variance Permits" to Owners who may request said Variance, the denial of which may impose a hardship to the Owner in the opinion of the Architectural Control Board due to special circumstances of location, lot size, neighbors, etc. and its judgment shall be final.

and conclusive. The variance shall be filed by Architectural Committee as a matter of record at expense of Owner requesting same.

SECTION 3.2. COMMITTEE MEMBERSHIP.

The Architectural Control Committee shall initially consist of two (2) members, Jack A. Thoner and Douglas K. Shannon. The initial members of the Architectural Control Committee may, at any time, appoint an additional person to serve on the committee. Thereafter, the Architectural Control Committee shall at all times consist of three (3) members.

SECTION 3.3. REPLACEMENT.

In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

SECTION 3.4 MINIMUM CONSTRUCTION STANDARDS.

The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards with which the owner must comply; provided, however, that such an outline will serve as a minimum compliance guideline and such Architectural Control Committee shall not be bound thereby and may change said standards. The Owner shall obtain a copy of minimum construction standards prior to design of the Residential Dwelling.

SECTION 3.5 TRANSFER OF AUTHORITY.

The duties, rights, powers, and authority of the Architectural Control Committee may be assigned at any time, at the sole election of a majority of the members of the Architectural Control committee, to the Board of directors of the Association by an instrument setting forth such assignment duly recorded in the office of the County Clerk of Harris County, Texas. From and after the date of recording such assignment, and the acceptance thereof by the Board, the Board shall have full right, authority and power, and shall be obligated to perform the functions of the Architectural Control Committee, as provided herein. The duties, rights, powers and authority of the Architectural Control Committee shall, if not previously assigned to the Board, automatically transfer to and be assumed by the Board upon the conveyance of all Lots in the Subdivision by Declarant or its successor to individual Lot Owners as evidenced by deeds recorded in the office of the County Clerk of Harris County, Texas.

SECTION 3.6 APPROVAL OF BUILDERS

Until a Residential Dwelling has been constructed on each Lot in the Subdivision, no Owner of a Lot shall enter into a contract for the construction of a Residential Dwelling on the Owner's Lot, and no Builder shall commence the construction of a Residential Dwelling on a Lot, until the name of the proposed Builder has been submitted to, and the Builder has been approved by Declarant. Declarant is authorized to require the Builder to submit whatever information is determined by Declarant to be reasonably necessary

regarding the Builder's knowledge, experience and financial resources and the Builder's ability to construct a Residential Dwelling in compliance with the provisions of this Declaration and in accordance with the minimum acceptable construction standards promulgated by the Architectural Control Committee. Declarant may disapprove a builder for any reason including prior client dissatisfaction, poor builder reputation, or because Declarant had a prior unsatisfactory experience with a particular builder, or if a builder has a prior history of noncompliance with any Northgate Forest association's CC&R's. An approval of a Builder by Declarant shall not be construed in any respect as a representation or warranty by Declarant to any person or entity that the Builder has any particular level of knowledge or expertise or that any Residential Dwelling constructed by the Builder shall be a particular quality. It shall be the sole responsibility of the Owner to determine the quality of that Builder's workmanship, the Builder's reputation, and the suitability of the Builder to construct the Residential Dwelling on that Lot.

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, 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, adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

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 vote per Lot owned. In the event that ownership interests in a Lot are owned by more than one 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 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. If two (2) contiguous lots are owned by one owner, one vote only is permitted. In the event that a Lot is owned by more than one member of the Association and no single member is designated to vote on behalf of the members having an ownership interest in such Lot, none of such members shall be allowed to vote. 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 not later than thirty (30) days after one hundred percent (100%) of 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 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.

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, assessments 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 wrongdoings.

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 charges 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 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 assessment accrued, but no member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No member shall be exempt or excused from paying any such 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. If two (2) contiguous lots are purchased, one fee only and/or assessment is payable by said owner after close of those lots.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL ASSESSMENT.

This Section 5.3 establishes Declarant's preliminary annual assessment and information clarifying future assessment increases and the basis by which they may be determined.

Until January 1, 2002, the maximum annual assessment shall be \$ 1500.00 per Lot inclusive of the annual fee or assessment payable to Northgate Forest Association, Inc. in accordance with Article VI of this Declaration. From and after January 1, 2002, the maximum annual assessment may be automatically increased by an amount equal to a ten percent (10%) increase over the prior years annual assessment without a vote of the members of the Association. From and after January 1, 2002, the maximum annual assessment may be increased more than the above mentioned percentage increase only by written approval of the Owners of two-thirds (2/3) of the Lots in the Subdivision. Each Lot owned by Declarant shall be entitled to one (1) vote. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount established pursuant to this section. The annual assessment levied against each Lot shall be uniform. The provisions of this Section 5.3 governing the increase of the amount of annual assessments are not applicable until one hundred percent (100%) of all Lots are sold by Declarant.

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT.

The annual 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 November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of directors of the Association has set the annual assessment shall be sent to every Owner, on or before the following December 31.

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 these Restrictions, 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 holding at least a majority of the votes in the Association, or by a majority of the members, including Declarant, 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.

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 thirtieth (30th) day of each January thereafter. Any annual maintenance charge which is not paid and received by the Association by the thirty-first (31st) day of each January 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 thereto 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 5.4 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 charge owing hereunder 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 be given by the recordation in the office of the County Clerk of Harris County, Texas of an affidavit, duly executed, and acknowledged by an officer 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) and in addition to and in connection therewith, 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 hereunder remaining unpaid hereunder by such Owner from time to time 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 office of the County Clerk 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 hereinabove 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.

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 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 be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, and said purchaser and its successors shall be responsible for 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.

ARTICLE VI
Northgate Forest Association, Inc.

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, safety 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 security 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 and tract owners within Northgate Forest. 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 assessments in accordance with Article V, Section 5.4. of this Declaration.

ARTICLE VII

Insurance

SECTION 7.1. GENERAL PROVISIONS. The Board shall have the authority to determine whether or not to obtain insurance for the Association and upon the common Areas 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 and his residential Dwelling, its 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: Rebuilding

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 therefor, 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 these Restrictions 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 these Restrictions, 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 these Restrictions by an instrument in writing duly signed, acknowledged and filed for record in the office of the County Clerk 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 all Declarant is no longer the record owner of at least one percent (1%) of the Lots within the Subdivision.

SECTION 9.2. AMENDMENT. Except as otherwise provided by law and by Section 9.1., the provisions of this Declaration may be amended by an instrument in writing signed by the Secretary of the Association certifying that members having not less than two-thirds (2/3) of the total votes in the Association have voted in favor of such amendment, setting forth the amendments, and duly recorded in the office of the County Clerk of Harris County, Texas. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under these Restrictions.

SECTION 9.3. DURATION. These Restrictions shall remain in full force and effect until January 1, 2040 and shall be extended automatically for successive ten (10) year periods; provided however, that these Restrictions may be terminated on January 1, 2040, or on the commencement of any successive ten year period by filing for record in the office of the County Clerk of Harris County, Texas, an instrument in writing signed by members having not less than two-thirds (2/3) of the total votes in the Association.

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 these Restrictions, but in the event of a conflict, these Restrictions 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 these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

SECTION 10.5. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of these Restrictions 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 recover 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, 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 these Restrictions by any party other than Declarant.

SECTION 10.7. ENFORCEABILITY. These Restrictions 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 and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event that any action to enforce these Restrictions is initiated against an Association, as the case may be, shall be entitled to recover attorney's fees from the Owner or occupant of a lot who violated these Restrictions.

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 the Restrictions, 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 these Restrictions 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 to pursue any or all of the following remedies:

- A. The Board may restrict the right of such Owner to use the Common Areas in such manner as the Board deems appropriate; and
- B. The Board may suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

Barbara R. King
COUNTY CLERK
HARRIS COUNTY, TEXAS

2011 JUN 26 PM 1:56

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SECTION 10.9 RESERVES. Notwithstanding any other provision of these Restrictions, the Reserves as defined hereinabove shall not be subject to the terms and provisions of these Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on this 25 day of JUNE, 2001, to become effective upon recording in the office of the County Clerk of Harris County.

Northgate Forest Development Company

By: [Signature]
Jack A. Thoner
Owner/Declarant

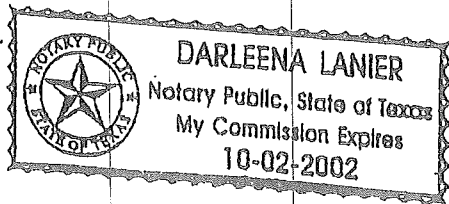
(2) 100

100

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared JACK A. THONER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25 day of June, 2001.



[Signature]
NOTARY PUBLIC - STATE OF TEXAS

RETURN TO:
STEWART TITLE CO.
8500 CYPRESSWOOD DR.
SUITE 104
SPRING, TX 77379

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on

JUN 26 2001



Dorothy L. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS