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AFFIDAVIT FOR THE FILING OF DEDICATORY INSTRUMENTS

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL MEN
BY THESE PRESENTS:

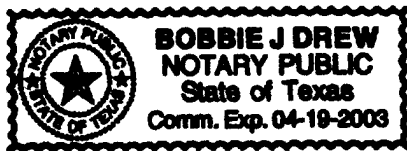
WHEREAS, the attached documents are true and correct copies of the dedicatory instruments for NORTHCREST RANCH Property Owners' Association, Inc. and are being filed in the Real Property Records of MONTGOMERY County pursuant to Section 202.006 of the Texas Property Code, hereto attached as exhibit "A". That the property affected by these documents is set out in the plat recorded for all lots and reserve lots in the plat being recorded in the County Clerks Office in MONTGOMERY County; for Section ONE on December 23, 1997 in Cabinet k, Sheet(s) 55 & 56; Section TWO on December 23, 1997, in Cabinet K, Sheet(s) 55 & 56; of the Map Records of Montgomery County, Texas.

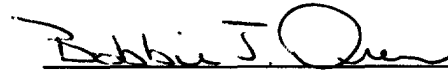
By: 
Printed Name: Susan L. McKirahan
Title: Secretary & Managing Agent

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Susan L. McKirahan, whose position is Secretary and Managing Agent of NORTHCREST RANCH Property Owners' Association, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that Susan L. McKirahan executed the same for the purposes and consideration and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of December, 1999.




Notary Public in and for
The State of Texas

After recording return to:
NORTHCREST RANCH P. O. A.
c/o: CKM Property Management, Inc.
P. O. Box 690845
Houston, Texas 77269-0845



638-00-0942

The State of Texas

Secretary of State

AUG. 19, 1998

SUSAN L. MCKIRAHAN
CKM PROPERTY MGT., 8030 DURKLYN
HOUSTON, TX 77070

RE:
NORTHCREST RANCH PROPERTY OWNERS' ASSOCIATION, INC.
CHAPTER NUMBER 01501854-01

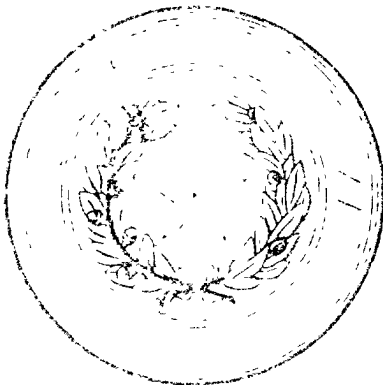
IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

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 black-outs, additions and changes were present at the time the instrument was filed and recorded.



VERY TRULY YOURS,

Alberto R. Gonzales, Secretary of State

EXHIBIT "A"



638-00-0943

The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

NORTHCHEST RANCH PROPERTY OWNERS' ASSOCIATION, INC.
CHARTER NUMBER 01501854

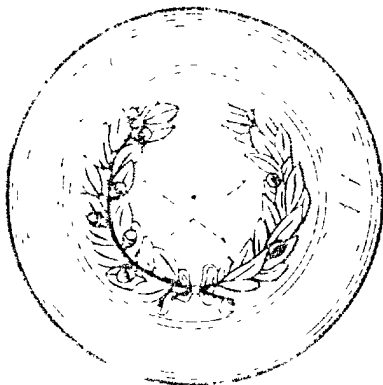
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHOPIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED AUG. 19, 1998

EFFECTIVE AUG. 19, 1998



A handwritten signature in cursive script, appearing to read "Alberto R. Gonzales".

Alberto R. Gonzales, Secretary of State

638-00-0944

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION
OF
NORTHCREST RANCH
PROPERTY OWNERS' ASSOCIATION, INC.

AUG 19 1998

Corporations Section

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) whom are citizens of the State of Texas, acting as incorporators of a corporation under that Texas Non-Profit Corporation Act, Tex. Civ. Stat. Ann. Article 1396-1.01 et seq., as it may be amended, do hereby adopt the following Articles of Incorporation of the Northcrest Ranch Property Owners' Association, Inc.; (referred to as the "Association").

ARTICLE I

Name

The name of the corporation is Northcrest Ranch Property Owners' Association, Inc.

ARTICLE II

Non-Profit Corporation

The Northcrest Ranch Property Owners' Association, Inc. is formed as a non-profit corporation under the provisions of the Texas Non-Profit Corporation Act, Article 1309-1.01, et seq. No part of the income of the corporation is distributable to its members, directors, or officers.

ARTICLE III

Duration

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

Purposes

The purpose or purposes for which the Corporation is organized is to devote itself to civic betterment of Northcrest Ranch Subdivision, including and not limited to maintaining, managing, and acquiring the common areas within the Subdivision, enforcing the restrictive covenants imposed upon lot owners in all sections of Northcrest Ranch Subdivision, assessing and collecting maintenance assessments as set forth in the restrictive covenants, and engaging in any other activity permitted by

law which may be useful in accomplishing any of the foregoing, with the best interests of the Northcrest Ranch Subdivision as its primary consideration.

ARTICLE V
Initial Registered Office and Agent

The street address of the initial registered office of the Corporation is:

C.K.M. Property Management, Inc.
8030 Durklyn
Houston, Texas 77070

The name of its initial registered agent at such address is Susan L. McKirahan.

The Board of Directors of the corporation may, at any time, change its registered agent and such change shall revoke the appointment of any previous agent.

ARTICLE VI
Members of the Corporation

The Corporation shall have one or more classes of members as provided in the Bylaws of the Association.

ARTICLE VII
Board of Directors

The direction and management of the affairs of the Corporation shall be vested in the Board of Directors. The initial Board of Directors shall be composed of three persons; thereafter, the Board of Directors may be composed of such number of persons as may be fixed by the Bylaws of the Corporation. The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors shall be provided in the Bylaws of the Corporation.

The names and addresses of the persons who shall serve as the initial Directors or the Corporation are:

Thomas E. Lipar
6910 FM 1488 Box #15
Magnolia, Texas 77354

Daniel P. Smith
6910 FM 1488 Box #15
Magnolia, Tx 77354

Patricia Thomas
6910 FM 1488 Box #15
Magnolia, Texas 77354

The Directors shall adopt the initial Bylaws of the Corporation.

The Board of Directors may alter, amend, or rescind the Bylaws, or may adopt new Bylaws, in the method provided in the Bylaws of the Corporation.

ARTICLE VIII

Liability of Directors, Officers and Committee Members

To the fullest extent that Texas law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and committee members, no director, officer or committee member of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member of the Corporation for or with respect to any acts or omissions of such director, officer, or committee member occurring prior to such amendment or repeal.

ARTICLE IX

Incorporators

The name and address of the incorporator of the Corporation is:

Thomas E. Lipar
6910 FM 1488 Box #5
Magnolia, Texas 77354

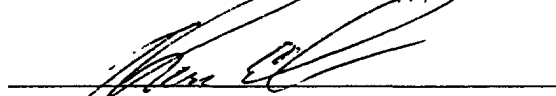
ARTICLE X
Distribution of Assets Upon Dissolution

Upon dissolution of the Corporation, all of the assets of the Corporation shall be distributed in accordance with Article 1309-6.02A(3) of the Texas Non-Profit Corporation Act. No part of the assets of this corporation shall be distributable to any members, directors, or officers of the corporation.

ARTICLE XI
Amendment of Articles of Incorporation

Amendment of these Articles shall require the assent of a majority of the Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 19th day of August, 1998.



Incorporator Thomas E. Lipar

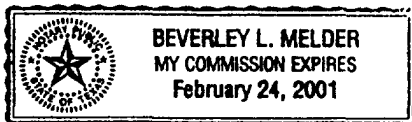
ACKNOWLEDGEMENT

STATE OF TEXAS)(

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 19th day of August, 1998, by Thomas E. Lipar.

Beverly L. Melder Notary Public, State of Texas



**BYLAWS OF
NORTHCREST RANCH
PROPERTY OWNERS' ASSOCIATION, INC.**

ARTICLE I

Members - (Owners)

Section 1. Eligibility. Membership in Northcrest Ranch Property Owner's Association, Inc. ("Association") shall be as set forth in the Articles of Incorporation of the Association ("Member(s)").

Section 2. Regular Meetings. The regular annual meeting of Members shall be held on such date and at such place and time as designated by the Board of Directors in written notice given to all Members at least ten (10) days, but no more than thirty (30) days, prior to the date of such meeting for the purpose of electing the Board of Directors of the Association in accordance with Article II, Section 1 herein below and for the transaction of other business of the Association as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or upon petition signed by a majority of Members and presented to the Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. A meeting called by a majority of the Members shall be held within thirty (30) days of receipt of the petition by the Secretary.

Section 4. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Member at the address given to the Board of Directors for such purpose or at the last known address if no address was so given to the Board of Directors.

Section 5. Voting. Voting by the Members shall be as set forth in the Articles of Incorporation of the Association.

Section 6 Quorum. A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least five percent (5%) of the votes entitled to be cast at such meeting.

Section 7. Rules of Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members and in the absence of such rules, Robert's Rules of Order shall be used.

Section 8. Proxies. Votes may be cast by the Members either in person or by proxy. All proxies shall be in writing and signed and dated by the person or persons entitled to vote. In no event shall any proxy be valid for a period longer than eleven (11) months from the date of its

execution, unless otherwise provided therein. A proxy shall be revocable in writing at any time in the sole discretion of the Member who executed it. If a lot is owned by more than one (1) person, a proxy must be signed by all such owners for the proxy to be valid.

Section 9. Waiver and Consent. Whenever the vote of Members at an Association meeting is required or permitted by any provision of these Bylaws, the meeting and vote of Members may be dispensed with, and matter(s) in question may be voted upon by mail-in ballot if Members representing a majority of the total votes eligible to be voted by all of the Members consent in writing to dispense with the meeting and to vote upon the matter(s) in question by mail-in ballot. Mail-in ballots may accompany the required consent of Members, and may be completed and returned simultaneously therewith.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The initial Board of Directors of the Association ("Board of Directors" or "Board"), shall consist of three (3), but not more than five (5) ("Director(s)"), appointed by Lipar Group (the "Developer").

At the first regular annual meeting of the Members five (5) Directors shall be elected by the vote of the Members and shall serve for terms of three (3) years; provided however two (2) of the first Directors so elected shall serve for an initial term of one (1) year, two (2) of the first Directors so elected shall serve for an initial term of two (2) years, and the remaining Director first elected shall serve for an initial term of three (3) years. Thereafter the Directors terms shall be three (3) year terms. Those candidates for election as Director receiving the greatest percentage of the votes either in person or by proxy shall be elected to serve until their term expires. Directors receiving the highest number of votes will serve the longest term as Director.

Section 2. Qualifications. Each Director shall be a Member in good standing of the Association (i.e. in compliance with the Covenants, Conditions and Restrictions.) If a Member is a trustee of a trust, a Director may be a beneficiary of such trust; or if Member is a corporation, a Director may be an officer, partner or employee of such Member. If an elected Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring on the Board by reason of resignation, removal or incapacity of an elected Director shall be filled by majority vote of the remaining Directors thereof. Subject to the provisions of Section 1 herein above, any vacancy occurring on the Board by reason of resignation, removal or incapacity of an appointed Director shall be filled by appointment by the Developer; and any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Meetings. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, at any time after receiving notice from the Secretary of state of the filing of the Articles of Incorporation. A regular annual meeting of the Board shall

be held within ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally, by mail or by fax. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any elected Director may be removed from office for cause by a majority vote of Members entitled to vote at any annual or special meeting of the Association, duly called. Any Director missing three (3) consecutive Board meetings may waive the right to hold a position on the Board. Any Director missing three (3) consecutive Board meetings may be removed by a vote of the majority of the remaining Board of Directors.

Section 6. Meetings by Telephone Conference. Both annual and special Board meetings may be conducted by telephone conference. To the extent permitted by law, any Director who is not physically in attendance at any meeting of the Board of Directors, but who is in telephone contact with the other Directors during such meeting and is thereby able to participate in the discussions, reports, debates, votes and other matters conducted thereat, shall be deemed to be in attendance at said meeting for all purposes, including but not limited to the purpose of creating a quorum.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members. Nothing contained herein shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 8. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting, one or more times, to a subsequent time, date and place.

Section 9. Voting. The vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall constitute the decision of the Board of Directors.

Section 10. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs and attain the purposes of the Association;
- (c) to formulate policies for the administration, management and operation of the property held for the use and benefit of all Members ("Common Elements");
- (d) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Elements, and to amend such

rules and regulations from time to time;

(e) to provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or delegate such approval to the officer;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Elements and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);

(g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) to collect all assessments and charges provided for in any covenants and restrictions imposed in Red Oak Ranch Subdivision at such time as Developer assigns said right to the Association pursuant to the restrictions, and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Articles of Incorporation of the Association;

(j) to enforce all covenants and restrictions imposed in Red Oak Ranch;

(k) to establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors;

(l) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;

(m) to enter such leases of portions of the Common Elements as the Board may deem advisable;

(n) to exercise all powers and duties of a Board of Directors referred to in these Bylaws;

(o) to obtain insurance coverage as may be deemed advisable by the Board of Directors;

(p) to establish budgets and long range plans as may be deemed advisable by the Board of Directors, and

(q) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association.

Section 11. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers

or duties which, by law, have been delegated to the Members.

ARTICLE III

Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;
- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;
- (c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and
- (d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year or until such officer's successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer which was succeeded. Any officer may be removed for cause at any time by vote of a majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

ARTICLE IV

Indemnification

Section 1. General. To the fullest extent permitted by law the Association shall indemnify and hold harmless each of its Directors, officers and each member of any committee appointed pursuant to the Bylaws of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, officers, committee members, on behalf of the owners or arising out of their status as Directors, officers or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is

intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, or committee member may be involved by virtue of such persons being or having been such Director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

Section 2. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

ARTICLE V

Amendments

These Bylaws may be amended at a regular or special meeting of the Board by a vote of the majority of a quorum of the Board Members present in person; and the provisions of these Bylaws which are covered by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law.

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. Should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Nonprofit Corporation Act or any other Texas law, such Act or law shall control.

638-00-0954

**SUBDIVISION: Northcrest Ranch
ARCHITECTURAL CONTROL COMMITTEE
C K M Property Management, Inc.
PO BOX 690845
Houston, Texas 77269-0845
281-970-2862**

REVIEW FEE \$270.00
\$200.00 refundable
Check _____ Cash _____

PLAN REVIEW APPLICATION

APPLICANT INFORMATION (Complete)

Date: _____

A. Owner: _____ Phone: _____

B. Current mailing address: _____

C. Address after completion: _____

D. Builder: _____ New phone: _____
E. Address: _____ Phone: _____

F. Section: _____ Block: _____ Lot: _____

G. Description of Improvement: _____

H. Square Footage: _____

I. Exterior Materials: _____

J. Exterior Colors: _____

K. Start Date: _____ Projected Completion Date: _____

L. List the building set back lines (B.L.) which affect your lot:

Side (Right) _____ ft. Side (Left) _____ ft.
Front _____ ft. Back _____ ft.

M. List easements which affect the lot:

Utility (U.E.) _____ ft. _____ Circle: Side (Right or Left) Front Back

Drainage (D.E.) _____ ft. _____ Circle: Side (Right or Left) Front Back

Special Permit

(S.P.E.) _____ ft. _____ Circle: Side (Right or Left) Front Back

Note: Street rights-of-way are 60' and cul-de-sac radii are 50'.

Additional Information/Comments: _____

PLAN REVIEW PROCESS

All site or building construction or alterations or additions thereto, requires approval in writing from the Architectural Control Committee (ACC) prior to construction. (See Deed Restrictions for more detail).

Please fill out the attached application form and submit one (1) set of complete plans and specifications. Include your check for \$270.00 payable to C.K.M. Property Management, of which \$200.00 will be refunded upon request, completion and as long as no non-compliance occurred during the construction period. Plans may be mailed to:

P. O. Box 690845
Houston, Texas 77269-0845
PHONE: 281-970-2862

The plan application requirements are as follows:

1. All plans with a copy of the county building and septic permit will be submitted to the Architectural Control Committee.
2. It is the owners responsibility to determine all easements and setbacks that exist upon their property. No construction should occur within these easements.
3. If construction is not completed after plans have been approved within 6 months, an extension will need to be obtained, provided no changes have been made to the original design. If changes have been made to the original design, the Plan Review Application will have to be resubmitted. All building and septic permits must be in effect at the time of construction.
4. The Architectural Control Committee has thirty (30) days from final submittal of plans and permits to approve the plans and authorize commencement of construction.
5. All maintenance assessments must be current.
6. All improvements, modifications, and alterations require ACC approval. This covers new construction as well as but not limited to additions, fences, porches, storage buildings, pools and change in house colors.

RESIDENTIAL PLAN STANDARDS

All plans and specifications should be drawn in a professional manner. An architect or designer is not required, but recommended for generally better design results. Our plan standards are as follows:

1. **Plan (s)** - A floor plan to show the dimensions of lot and distance from house to lot on all sides.
2. **Floor Plan (s)** - A floor plan to show the dimensions and location of all rooms, patios, balconies, garages, curb cuts, driveways, septic tank drain fields, if any, walks, fences and structures at each level. Window sizes, electrical, gas and plumbing fixtures must also be shown. Draft at an architectural scale (1/4" = 1'-0").
3. **Elevations** - An elevation of each side (4) is required to indicate exterior materials, floor and slab heights and roof slopes. Draft an architectural scale (1/4" = 1'-0").
4. **Specifications** - List all specifications relating to slab design, structural framing, quality of exterior materials, colors, textures and shape.
5. **Basis of Approval** - Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony with external design and of location with neighboring structures and sites and conformity to both the specific and general intent of the restrictions.

All plans will be reviewed in a timely manner and returned to the name and address on the Plan Review Application.

Questions pertaining to these standards may be directed to Architectural Control Committee, at 281-970-2682 Susan L. McKirahan .

BUILDER/CONTRACTOR/OWNER CONSTRUCTION REQUIREMENTS

1. The owner/contractor will attach a list of subcontractors and suppliers with a telephone number and address with this application form.
2. The burning of brush, trees, or construction materials will be allowed on site only with the approval of the district marshal (281-259-7156).

3. The work site needs to be kept clean. The contractor is to ensure all trash and debris are removed before each weekend.
4. Contractors are responsible for keeping mud, dirt, etc. off the roadway. Contractors will be responsible for repair to any road shoulders or ditches damaged during the course of construction. No dumping or burning of debris is allowed in the road right of way.
5. One portable toilet is required for each construction site requiring more than seven (7) days construction.
6. Observe all posted speed limits and other signage.
7. No dumping or cleaning of cement trucks allowed within the Subdivision. Dumping on site may be allowed by contractor if removed and site is cleaned up within three (3) days.
8. Design of roadside drainage ditches must not be altered. The minimum size of the culvert shall be 18" in diameter with not less than 1.75 sq. ft. waterway opening. The inside bottom of the culvert must be even with or slightly below the level of the ditch. The culvert must be installed and properly covered before site preparation and construction begins.
9. Building Inspections will be performed periodically throughout the building period.

INSPECTION PROCESS

1. Site Inspections:

Stake Building corners and ribbon with engineering tape. The builder/owner must satisfy the ACC that improvements are accurately located in accordance with the approved plans and that encroachments are not to occur. Tree removal should be in building area only, other trees removed outside of build area must be approved.

2. Forms Inspection:

A **FORMS SURVEY** is required and must be provided to the ACC for use in a forms inspection. The builder/owner must satisfy the ACC that improvements are accurately located in accordance with the approved plans and that encroachments are not to occur. The survey must be given to the ACC before the slab is poured.

3. Periodic Inspection:

Performed by ACC to assure compliance of utility easement, drainage easements, flowage easements and set backs. To assure compliance of all building requirements such as disposal of debris, burning of debris and all other requirements made on the builder/owner by the ACC.

4. Final Inspection:

Prior to occupancy, the ACC will review the site after completion of construction. Included are decking, walkways, painting, landscaping and other items necessary to present an aesthetic condition on the lot.

5. Red Tag:

If for any reason a structure is deemed not to be in compliance with approved plans, a red tag will be placed on the site. This red tag will require the cessation of construction until the item(s) listed on the tag is complied with and the ACC has approved the continuation of construction.

Other permits or approvals may be required from the City, County or other governmental entities. It is the responsibility of the owner to obtain all required approvals.

Failure to comply with the above inspections can result in action to accomplish compliance by the ACC.

By signing below, applicant authorizes the Architectural Control Committee or its agent to enter upon and inspect the Lot and structure thereon during regular business hours for the purpose of ascertaining whether said Lot and structure thereon are in compliance with the Restrictions and the approved plans and specifications. Neither the Architectural Control Committee nor its agent shall be deemed to have committed a trespass by reason of such entry or inspection.

Owner agrees and understands that approval of plans and specifications by the Architectural Control Committee shall not be relied upon by any person or entity as to the sufficiency, suitability, fitness, workmanship or quality of the design or construction of the improvements.

Neither the Architectural Control Committee, Property Owners Association or C.K.M. Property Management, Inc or any of their respective members, officers, directors, shareholders, employees, or agents shall be liable because of the approval or non-approval of any improvement.

Owner's signature: _____ Date: _____

Builder's signature: _____ Date: _____

(For ACC Use)

II. PLAN REVIEW

___ APPROVED - Subject to:

- A. On site survey of lot and location of proposed structure. Copy of "Forms" survey prior to pouring of concrete.
- B. Building and septic permit posted on lot (copy sent to ACC).
- C. Maintenance fees must be current.
- D. Porta potty must be on site.

___ NOT APPROVED - Reason: _____

All structures must be reviewed and approved prior to construction to include fences, barns, garages, workshops, pools, gazebos, playground equipment, etc (affixed permanantly to the lot).

Architectural Control Committee
BUILDING/IMPROVEMENT INSPECTIONS

Date

Site Inspection/Forms Survey, dated: _____ Reviewed _____

New Home Address and Phone number: _____

NOTICE

THE PORTION OF THE ACC FEE THAT IS TO BE REFUNDED WILL BE RESCINDED IF THERE ARE ANY CITATIONS FOR DEED RESTRICTION VIOLATIONS, MOST NOTICEABLY TRASH AND DEBRIS. THERE WILL NOT BE ANY WARNINGS FOR THIS. THE PROPERTY OWNER AND BUILDER MUST SIGN THIS PAGE AND RETURN WITH COMPLETED ACC PACKAGE.

TRASH AND DEBRIS PICK UP \$ 50.00 PER INCIDENT

USE OF ATTORNEY TO ENFORCE ACC APPROVAL AND DEED RESTRICTIONS \$100.00 PER INCIDENT

PROPERTY OWNER

BUILDER

DATE
Request for refund by: _____ On the ___ day of _____ 19____.

FOR ACC USE ONLY

ON SITE INSPECTION: _____ HOME COMPLETED _____ SITE CLEAN _____ DITCH INSPECTION
_____ CULVERTS PROPERLY PLACED _____ BUILDER/CONTRACTOR SIGNS REMOVED
_____ PORTA POTTY PLACED ON PROPERTY AT BEGINNING OF CONSTRUCTION
_____ PORTA POTTY REMOVED AFTER CONSTRUCTION
_____ DAMAGE TO DITCHES OR ROADS
_____ NO VIOLATIONS DURING CONSTRUCTION

NOTE: RETURN ALL SIX (6) PAGES OF THE APPLICATION WITH PLANS. BOTH BUILDER & OWNER MUST SIGN. BE SURE ALL INFORMATION IS PROVIDED. MISSING PERMITS, APPLICATION INFORMATION, SITE PLAN, HOME PLANS OR INCOMPLETE INFORMATION WILL RESULT IN A DELAY OF APPROVAL OR NON-APPROVAL.

June 10, 1999

MEMORANDUM

To: All Property Owners in Sections I and II of Northcrest Ranch

From: David Clark, Chairman
Architectural Control Committee (ACC)

Subject: **SUBMISSION OF PLANS FOR ARCHITECTURAL REVIEW**

The ACC comprised of Northcrest Ranch property owners has been formed. The **purpose** of the ACC is to review and approve proposed construction for each lot in Northcrest Ranch Sections I and II and to assure compliance with the Covenants, Conditions and Restrictions for Northcrest Ranch.

The **objective** of the ACC is to facilitate application, compliance with deed restrictions and approval of construction plans. To achieve this objective, the ACC is required to review plans for all proposed construction, including:

- A. House and garage plans showing location on the lot, dimensions and elevations for all four sides.
- B. Plans showing location, dimensions and elevations for other buildings such as workshop or barn.
- C. Drawing showing location of driveway (minimum of 10' from property line).
- D. Plans and County approval of proposed septic system.
- E. Drawings and location of pond including approximate depth and height of levee and landscaping.
- F. For other structures such as fences, walls or gates, plans showing location, design and type of construction material should be included.


For review, please submit two sets of documents to the Northcrest Ranch Sales Office, Attention: Architectural Control Committee in person or by mail to the Sales Office, 23411 HWY. 242, New Caney, TX 77357. In addition, Please submit a check for \$270, of which \$200 is refundable after completion of construction.

638-00-0960

FILED FOR RECORD

99 DEC 30 AM 10: 07

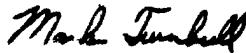
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

 DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
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
Montgomery County, Texas.

DEC 30 1999




COUNTY CLERK
MONTGOMERY COUNTY, TEXAS