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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHCREST RANCH, SECTION TWO

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

This Declaration is made on the date hereinafter set forth by TEXAS LIPAR CORP., a Texas corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land known as "NORTHCREST RANCH, SECTION TWO", being a subdivision of 681.985 acres of land situated in the Thomas J. Alsbury Survey, A-65, the George Scott Survey, A-524, the Thomas Ives Survey, A-286, Montgomery County, Texas as more fully described on Exhibit "A" attached hereto and according to the plat ("Plat") of said Northcrest Ranch, Section Two to be recorded in the office of the County Clerk of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision known as Northcrest Ranch, Section Two, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area identified on the Plat as a Reserve or to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01. "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any other Sections, if any, of Northcrest Ranch Subdivision the Developer may plat, and any property adjacent to or in the proximity of the Property which the Developer may wish to include in the jurisdiction of the Association.

Section 1.02 "Association" shall mean and refer to the Northcrest Ranch Property Owners Association, and its successors and assigns.

Section 1.03 "Northcrest Ranch" shall mean and refer to this Subdivision and any other sections of Northcrest Ranch hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to any open spaces, greenbelt areas, drainage and utility easements and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08 "Developer" shall mean and refer to Texas Lipar Corp., and any successor(s) and assign(s) of Texas Lipar Corp., with respect to the voluntary disposition of all (or substantially all) of its right, title and interest in and to the Properties. However, no person or entity merely purchasing one or more Lots from Texas Lipar Corp., in the ordinary course of business shall be considered a "Developer."

Section 1.09 "Lot" shall mean and refer to any plot of land identified as a lot or tract on the Plat of the subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any Common Areas, Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat of the Subdivision, regardless of the use made of such area.

Section 1.10 "Member" shall mean and refer to every person or entity who holds a membership in the Association pursuant to Article V hereof.

Section 1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 "Recorded Subdivision Map of the Property". The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of

Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, digital or fiber optic transmission lines or any other utility (whether private or public) the Developer sees fit to install in, across and/or under the Property. Developer and its assigns further expressly reserve the right to enter upon any Lot for the purpose of improving, constructing or maintaining any natural drainage pattern, area or easement, including but not limited to the removal of all underbrush and trees within such areas. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company (whether public or private) furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company (whether public or private) serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property encumbered by said easements. Specifically, the Developer shall have the right to remove all trees and underbrush from any easement and the Owner of the property encumbered by said easements shall not be compensated for the removal of trees or timber from said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, cable television, telegraph or telephone purposes and other easement hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public or private utility company or the Association.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. Further, no fence, building or other structure or improvements may be placed on any utility or drainage easement along or adjacent to any road or street. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, or similar improvement placed upon such

Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Use of Easements by Owners. The easements shown on the Plat adjacent to any road or street may be used by all the Owners, their families, guests and invitees for the purpose of pedestrian walking or jogging and for riding horses or non-motorized vehicles or similar activities. No fence or other structures shall be constructed or maintained on any part of said easements. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on said easement, except equipment necessary for the construction, maintenance and repair of said easements shall be permitted. The portion of each Lot adjacent to any street or road upon which an easement is located shall be mowed and maintained by the Association.

Section 2.06 Roads and Streets. Subject to the terms and conditions of this Section 2.06, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

Section 2.07 Natural Vegetation Easement. There shall be a natural vegetation easement area twenty-five (25') feet in width along the lot boundary line adjoining the right-of-way for State Highway 242 on Lots 1, 2 & 136, in Block 1, and Lots 1-10, in Block 2, of the Subdivision. No buildings, structures or other improvements shall be constructed within said easement and the area within said easement shall be left in natural vegetation. Provided, however, the Owners of said lots may underbrush within said vegetation easement area, as long as no trees in excess of six (6") in diameter are removed.

Section 2.08 Restricted Reserves A and B - Conservation Easement. Developer reserves as a conservation Easement upon that portion of the property designated on the plat as Restricted Reserves A and B ("Conservation Easement"). Those Restricted Reserves shall be used by Owners in the Subdivision as a Common Area solely as a natural state and shall be planted with native emergent aquatic and facultative wetland vegetation. The only disturbance allowed in these Conservation Easement areas will be the construction of hiking or interpretive trails. This area shall be allowed to exist in its natural state and shall be used for the recreation of Owners in the subdivision their guests or invitees for hiking or interpretive trails. No activity shall be allowed that might substantially disrupt the movement of those species of aquatic life indigenous to the area.

Section 2.09 Restricted Reserves C and D - Detention Area. The areas designated as Restricted Reserve B and C on the Plat is to be used as a Common Area for the purpose of managing storm water runoff associated with the Subdivision. This area is for the benefit of and may be used by the Owners as a park or recreation area, and said area shall be managed and maintained by the Association.

ARTICLE III

USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit ("Dwelling") not to exceed three (3) stories in height per each Lot to be used solely for single family residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and may not be more than 50% of the size of the main dwelling and be built after or while the main Dwelling is being built and be approved in writing by the Architectural Control Committee prior to construction. Each Dwelling shall have a fully enclosed garage for not less than two (2) automobiles. Detached garages, work shops, and barns may be constructed on the Lot prior to the main Dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, the construction of the main Dwelling must begin within one (1) year of completion of any non residential buildings. All Dwellings, detached garages, work shops, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Lot. The location of any detached garage, work shop or barn must also be approved by the Architectural Control Committee prior to construction and any such detached garage, work shop or barn must comply with Section 3.23 hereof. The term "Dwelling" does not include single or double wide mobile or manufactured homes, or any old or used houses to be moved on the Lot and said manufactured and used homes are not permitted within the Subdivision. All Dwellings must have at least 1800 square feet of living area, excluding porches, and must be built with new construction materials. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. New pre-fabricated or pre-built homes from another location may be moved onto the property with the approval of the Architectural Control Committee. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes, trailers, or manufactured homes being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. Provided, however, an Owner may maintain a home office provided there are no signs or more than three customers or clients per day visiting the Lot.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property

lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of all Lots in the same block, and shall be considered one Lot for purposes of the Maintenance Charge set forth in Article VI hereof only upon completion of a Dwelling thereon.

Section 3.03 Location of the Improvements upon the Lot. No building of any kind shall be located on any Lot or Composite Building Site nearer to any side or rear property line, or nearer to any public road and no nearer to the natural creek waterway as may be indicated on the Plat; provided, however, as to any tract, Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. All Dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such Dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot unless a deviation is approved in writing by the Architectural Control Committee.

Section 3.04 Residential Foundation Requirements. All Dwelling foundations shall consist of either; (i) concrete slabs, or (ii) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building as may be approved by the Architectural Control Committee. Provided, however, the Architectural Control Committee may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be at least eight (8") inches above the natural ground level and shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court or County Engineer of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.05 Driveways. With the exception of Lots 1, 2 & 136, in Block 1, and Lots 1-10, in Block 2, of the Subdivision, private driveway or entrance shall be permitted along State Highway 242 adjoining the Subdivision. All driveways in the Subdivision shall be constructed of concrete, asphalt, gravel, iron ore or crushed rock. Further, at least the first twenty-five (25') feet of any driveway or entrance to each Lot from the pavement of the street shall be paved with concrete or asphalt; provided, however, Lots 1, 2 & 136, in Block 1, and Lots 1-10, in Block 2, of the Subdivision shall be required to pave with asphalt or concrete any driveway or entrance to each such Lot from the State Highway 242 pavement to a point at least twenty-five (25') feet inside of the Lot boundary line.

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right on its behalf and that of any Builder owning in excess of ten (10) Lots for the purpose of constructing homes to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.07 Excavation. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot.

Section 3.08 Removal of Trees, Trash and Care of Lots During Construction of Residence.

(a) All Owners, during their respective construction of a residence, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the Dwelling or residence, construction of other improvements and landscaping. No materials or trash hauled from the Lot may be placed elsewhere in the Subdivision or on land owned by Developer whether adjoining the Subdivision or not.

(b) All Owners, during their respective construction of a Dwelling or residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.

(c) No trash, materials, or dirt is allowed in the street or street ditches. All Owners shall keep street and street ditches free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.

(d) No Owner or Contractor may enter onto a lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements by the Owner of an adjacent Lot.

(e) All Builders, Owners and their Contractors shall be responsible for any damage caused to the roads and easements during the construction of improvements on a Lot. Further, any Builder or Contractor shall be required to deliver to the Association a damage deposit of \$500.00 prior to beginning construction of any Dwelling or other building. This damage deposit shall be returned to the Builder or Contractor upon completion of said Dwelling or other building provided the Association determines that no damage to the roads or easement was caused by said Builder or Contractor.

Section 3.09 Drainage.

(a) Each Owner of a Lot agrees for himself, his heirs, legal representatives, assigns or successors-in-interest that he will not in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, and he will make adequate provisions for the drainage of his Lot in the event it becomes necessary to change the established drainage over his Lot (which provisions for drainage shall be included in the Owner's plans and specifications submitted to the Committee and shall be subject to the Committee's approval). For the purposes hereof, "established drainage" is defined as the drainage which existed at the time that the overall grading of the Subdivision, including landscaping of any Lot in the subdivision, was completed by Developer.

(b) Each Owner (including Builders), unless otherwise approved by the Committee, must finish the grade of the Lot so as to establish good drainage from the rear of the Lot to the front street or from the building site to the front and rear of the Lot as dictated by existing drainage ditches, swales and Lakes constructed by Developer or Utility Districts for drainage purposes. No pockets or low areas may be left on the Lot (whether dirt or concrete) where water will stand following a rain or during watering. With the approval of the Committee, an Owner may establish an alternate drainage plan for low areas by installing underground pipe

and area inlets or by installing an open concrete trough with area inlets, however, the drainage plan for such alternate drainage must be submitted to and approved by the Committee prior to the construction thereof.

(c) The Subdivision has been designed and constructed utilizing surface drainage in the form of ditches and swales and, to the extent these drainage ditches and swales are located in front, side or rear Lot easements, the Owners shall not regrade or construct any improvements or other obstruction on the Lot which adversely affects the designed drainage flow. The Owner shall be responsible for returning any drainage swale disturbed during construction or thereafter to its original line and grade, and the Owner shall be responsible for maintaining the drainage ditches or swales appurtenant to said Owner's Lot in their original condition during the term of his ownership.

Section 3.10 Inspections. Fees, in an amount to be determined by the Committee, must be paid to the Committee prior to architectural approval of such residential improvements to defray the expense for before and after building inspections. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional building inspections; a fee, in an amount to be determined by the Committee, must be paid to the Committee prior to each building inspection.

Section 3.11 Water Supply. All residential Dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Developer or Association for use in watering common areas and filling of lakes or ponds in common areas and may be drilled by Owners for use in yard sprinkler systems or swimming pools, but shall not be used for human consumption.

Section 3.12 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. Prior to occupancy, all Dwellings constructed in this Subdivision must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency. The Aerobic type septic system shall be required unless otherwise approved in writing by the Developer or the Committee, as the case may be. Further, during the period of construction of any Dwelling in the Subdivision, the Owner or Owner's contractor must provide a portable toilet.

Section 3.13 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the utility easement boundary line across the front of said Lot and no closer than the utility easement boundary line along any side street. The erection of any wall, fence or other improvements on any utility easement adjoining any street is prohibited. Unless otherwise approved by the Architectural Control Committee, fences along and adjacent to any road or street must be constructed of rail type wood boards or similar appearing synthetic materials, ornamental iron or masonry and must be in harmony with the guidelines of the Architectural Control Committee. All other fences and walls will be constructed of ornamental iron, wood, masonry or wire, provided no electric wire or temporary fences shall be allowed unless the Architectural Control Committee approves a variance to allow such type of fence prior to its construction. Any wire fence allowed shall be no closer to the street than the front of the dwelling on any Lot. No barbed wire fences shall be allowed except on Lots consisting of at least six (6) acres, and then only as may be approved by the Architectural Control Committee for the purpose of proper

animal husbandry. Driveway entrances and gates may be constructed of masonry columns, ornamental iron or similar materials in harmony with the Dwelling on said Lot as well as the remainder of the Subdivision as may be approved by the Architectural Control Committee. The Owner of any Lot upon which the Developer has constructed a fence shall be responsible for the maintenance and repair of said fence.

Section 3.14 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything offensive be done in the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.15 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.16 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.17 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except one (1) sign not more than twenty-four inches (24") square, advertising an Owner's Lot for sale or rent. Provided, however, any Builder may maintain reasonable signs on Lots for the sale of new homes constructed by said Builder. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.18 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse per acre may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Additionally, on Lots containing a minimum of six (6) acres of land, one (1) cow per each two (2) acres shall also be allowed, provided, however, in no event shall more than one (1) cow or horse per acre be allowed on any Lot, regardless of size. Further, animals, except for pigs or hogs, being raised for 4-H or FFA school sponsored programs will be permitted as long as it does not become a nuisance. No pigs, hogs, emus, peacocks, ostriches or reptiles will be permitted under any circumstances or programs on any Lot in the Subdivision.

Section 3.19 Logging and Mineral Development. Except for areas, if any, designated on the Plat as Drill Sites and easements related thereto, neither the Developer nor any Owner shall conduct commercial logging, oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the subdivision so leased may be developed from adjacent lands by directional drilling operations.

Section 3.20 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and from the date any Lot is underbrushed or cleared, the Owner or occupant of all Lots shall keep all weeds and grass in cleared open yard areas on said Lot cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (in cleared open yard areas outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus ten (10%) percent as an administrative fee for each instance. Payment thereof shall be

collected by adding the charges to the Maintenance Charge and shall be payable on the first day of the next calendar month as an additional Maintenance Charge payment.

Section 3.21 Exterior Maintenance of Building. In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, may enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent as an administrative fee. All monies so owed the Association will be added as an additional Maintenance Charge and shall be payable on the first day of the next calendar month as an additional Maintenance Charge payment.

Section 3.22 Miscellaneous Use Restrictions. Without limiting the foregoing, the following restrictions shall apply to all Lots:

- i) No boat, jet-ski, aircraft, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the front of any Dwelling or parked on any street in the Subdivision. Any such vehicle or equipment may be parked for storage to the side or rear of any Dwelling. All boats so parked or stored on any Lot must at all times also be stored on a trailer. No such vehicle or equipment shall be used as a residence either temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Dwelling in the Subdivision.
- ii) No vehicle shall be permitted to park overnight on any street within the Subdivision except for those vehicles used by a builder during the construction of improvements on Lots or Common Areas in the Subdivision.
- iii) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
- iv) No vehicles or similar equipment shall be parked or stored in an area visible from any Street except passenger automobiles, passenger vans, motorcycles and pick-up trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas, and such vehicles shall be parked in a driveway or garage and may not be parked in a yard.

Section 3.23 Views, Obstructions and Privacy. In order to promote the aesthetic quality of "view" within the Subdivision, the Committee shall have the right to review and approve any item placed on a Lot including, but not limited to the following:

- a. The location of all windows and the type of proposed window treatments and exposed window coverings;

- b. The probable view from second story windows and balconies and decks (particularly where there is potential invasion of privacy to an adjoining neighbor);
- c. Sunlight obstructions;
- d. Roof top solar collectors;
- e. Flagpoles, flags, pennants, ribbons, streamers, wind sock and weather vanes;
- f. Exterior storage sheds, work shops, barns or detached garages;
- g. Fire and burglar alarms which emit lights and sounds;
- h. Children playground or recreational equipment;
- i. Exterior lights;
- j. Ornamental statuary, sculpture and/or yard art visible from a street or common area excluding those which may be a part of an otherwise approved landscape plan;
- k. The location of the Residential Dwelling on the Lot; and
- l. The location of satellite dishes and antennas.

Prohibited Items. The following items are prohibited on any Lot:

- a. Clotheslines, reels, hanging circles and other exterior clothes drying devices;
- b. Above ground swimming pools;
- c. Signs (except for signs permitted in Section 3.18 hereof);
- d. Storage of more than five (5) gallons of fuel outside of regular vehicle gas tanks; and
- e. Unregistered, unlicensed or inoperable motor vehicles.

Section 3.24 Antennas and Satellite Dishes. No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals, cellular telephone signals or ham radio signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the Committee. The Committee's decision shall be final.

No satellite dish may be maintained on any portion of any Lot outside the building lines of said Lot or forward of the front of the improvements thereon. A ground satellite dish may not exceed ten feet in diameter and must be mounted as close to the ground as practical. However, in no event may the top of the satellite dish be higher than six (6') feet from the grade level of the ground or more than ten (10") inches above the roofline for roof mounted satellite dishes or two (2') feet above the roofline for roof mounted antennas or receivers. All house or roof mounted satellite dishes shall not exceed one (1) meter in diameter. All dishes shall be of one solid color of black or earth tones of brown, grey, or tan. No multicolored dishes shall be permitted. No advertising or the printing of names of any type shall be permitted. Not more than one satellite dish will be permitted on each Lot. No transmitting device of any type which would cause electrical or

electronic interference in the neighborhood shall be permitted. Architectural approval is required prior to the installation of any satellite dish. The Association reserves the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these restrictions. The Committee may vary these restrictions only as is necessary to comply with the Federal Communications Act (the "Act") and the Committee may promulgate rules and regulations in accordance with the Act.

Section 3.25 Solar Panels. All Solar Panels installed shall be framed in such a manner so the structure members are not visible. The framing material shall be one that is in harmony with the rest of the structure. Architectural approval from the Committee is required prior to the installation of any solar panels. The Association reserves the right to seek the removal of any solar panel that was installed without first obtaining approval or for any solar panel that violates these restrictions. Solar panels shall be installed in a location not visible from the public street in front of the residence.

Section 3.26 Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

Section 3.27 Hazardous Waste. No Lot in the Subdivision shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept upon any Lot except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the Subdivision or any Lot therein, and all activities on all Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall be not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., The Clean Act, 42 U.S.C. §§7401 et seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or substantial changes made in the design or exterior appearance thereof (including, without limitation, the color of any painting, staining or siding which must be in harmony with the Subdivision), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing

improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by two sets of professionally drawn plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Developer or, upon Transfer of Control, the Association. Additionally, the Owner or the Owner's Contractor (or a Builder) shall be required to deliver a damage deposit of \$500.00 to the Developer or upon Transfer of Control, the Association. If approved, one of the two sets of plans submitted shall be returned to the Owner with said approval noted thereon. The Committee may set reasonable application and inspection fees.

Section 4.02 Architectural Control Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee by the Board of Directors of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee," as used in this Declaration, shall mean or refer to the Developer or to the Northcrest Ranch Architectural Control Committee composed of members of the Association, as applicable.

(b) At such time as eighty percent (80%) of all of the Lots in any section of the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Board of Directors of the Association shall appoint a committee of three (3) members to be known as the Northcrest Ranch Architectural Control Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in some Section of Northcrest Ranch Subdivision. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof. The time to approve or disapprove shall

not commence until professionally drawn plans are submitted to the Committee. Professionally drawn plans shall mean those plans prepared by an architect, engineer or certified house planner in sufficient detail to allow the Committee to review in accordance with the criteria set forth herein.

Section 4.04 No Implied Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or other Owners.

Section 4.05 Disclaimer. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements, including compliance with the provisions of Section 3.04.

Section 4.06 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.07 Minimum Construction Standards. The Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Developer or the Committee shall not be bound thereby.

Section 4.08 Variance. The Developer or the Committee, as the case may, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building setback lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned and the Plat.

ARTICLE V

NORTHCREST RANCH PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is an Owner of any Lot in any Section of Northcrest Ranch Subdivision which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the By-laws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Northcrest Ranch Property Owners Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

ARTICLE VI

MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association an annual maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund," which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or composite building site) to the Association annually, in advance, on or before the first day of each calendar year, beginning with the first day of January, 1998, or on such other basis (monthly, quarterly or semi-annually) as the Developer or the Board of Directors of the Association may designate in its sole discretion. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall be considered for the Maintenance Charge as one Lot

beginning on January 1 of the year following the completion of the improvements thereon.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Developer or the Board of Directors of the Association upon the Control Transfer Date on an annual basis. The initial annual Maintenance Charge shall be \$100.00 per lot. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provisions hereof.

(d) The Maintenance Charge described in this Article VI and other charges or assessments described in this Declaration shall not apply to the Lots owned by the Developer. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, reserve the right at all times in their own judgement and discretion, to exempt any Lot ("Exempt Lot"), in the Subdivision from the Maintenance Charge, in accordance with Section 6.07 hereof. If an Exempt Lot is sold to any party, the Maintenance Charge shall be automatically reinstated as to the Exempt Lot and can only be waived at a later date pursuant to the provisions of the preceding sentence. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments (including, but not limited to, attorney's fees incurred in the enforcement of these Restrictions) hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said

Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in this Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage

encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VIII, including the maintenance of the Common Areas, any Drainage Easements, Utility Easements and the establishment and maintenance of a reserve fund for maintenance. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgement of the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area or easements or the enforcement of these Restrictions as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties owned by the Developer or the Association; (b) all properties dedicated to and accepted by a local public authority; (c) any Common Area; and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to Dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually, information on the Maintenance Fund.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer date or (ii) the date of Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Developer's Rights to Use a Lot or Common Areas in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of a Lot or Common Areas and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of a Lot or Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within a Lot or Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use a Lot or Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.04 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from any public road for the benefit of Owners of Lots, regardless of whether the

beneficiary of such easements own property which is hereafter made subject to the jurisdiction of the Association and (ii) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Area, including any lake or pond, provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

Section 7.05 Developer's Rights to Convey Additional Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

Section 7.06 Annexation of Annexable Area. Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party; provided, however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by the Developer. The owners of lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with and subject to at least the Maintenance Charge imposed hereby.

ARTICLE VIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been or will be formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of any Sections of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear

of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management maintenance, replacement and operation thereof.

Section 8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.04 Duty to Manage and Care for the Common Area. The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to, the following: landscaping, maintenance, repair and replacement of the drainage easements; mowing of street right-of-ways and other portions of the Subdivision; and management, maintenance, repair and upkeep of the Common Areas.

Section 8.05 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of any Common Areas.

Section 8.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.07 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 8.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 8.09 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

Section 8.10 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of

the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.11 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User which assessment shall reimburse the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Section 8.13 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Areas or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board of Directors and (ii) from and after the Control Transfer Date by the Association, with the approval of not less than two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of the Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Developer) of the Lots has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 9.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight,

ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by two-thirds (2/3rds) of the Directors and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Members of the Association and the Developer.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation documents shall control.

Section 9.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.08 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.09 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.


Section 9.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lienholders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.11 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Developer's (ii) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (i) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Control Transfer Date or (ii) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights as of the Transfer Control Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

9.12 Electric Utility Service. Prior to beginning any construction on a Lot, each Lot Owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each lot owner may expect to pay a charge for connection to such electric utility service, and the Owner is obligated to contact Entergy/Gulf States Utilities to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's Lot.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this 1st day of October, 1998.

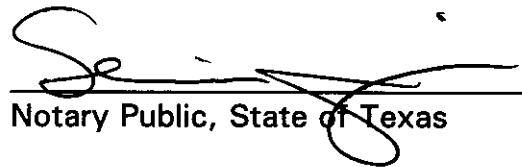
TEXAS LIPAR CORP.,
a Texas Corporation,

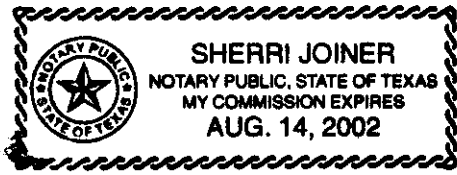
By: 
THOMAS E. LIPAR, Vice-President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 1st day of October, 1998, by THOMAS E. LIPAR, Vice-President of TEXAS LIPAR CORP., a Texas corporation, on behalf of said corporation and in the capacity therein stated.


Notary Public, State of Texas



RETURN TO:
Steele & Page, P.C.
2040 Loop 336 West, Suite 212
Conroe, Texas 77304



444-00-0070

POWERS ENGINEERING

CIVIL ENGINEERS/SURVEYORS
3706 WEST DAVIS CONROE, TX 77304
(409) 756-2500 FAX (409) 539-9592

FIELD NOTES

September 29, 1998

681.985 Acres, Northcrest Ranch, Section 2
Thomas Ives Survey, A-286
Thomas J. Alsbury Survey, A-65
George Scott Survey, A-524
Montgomery County, Texas

Being 681.985 acres of land situated in the Thomas Ives Survey, A-286, the Beasley Prewitt Survey, A-420, the Thomas J. Alsbury Survey, A-65, and the George Scott Survey, A-524, Montgomery County, Texas, and being out of a certain 2114.195 acres of land as described in deed recorded in Volume 767, Page 891 of the Deed Records of Montgomery County, Texas, said 681.985 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in the intersection of the north boundary line of the said 2114.195 acres of land and the west margin of State Highway 242, a varying width right-of-way, as described in Department of Transportation CSJ: 3538-01-007, ACC: 4012-1-1, SHT.26, REV. 5-93, for the northeast corner and POINT OF BEGINNING of the herein described tract from which a 5/8 inch iron rod found for reference and the northwest corner of Northcrest Ranch, Section One, according to the map or plat thereof recorded in Cabinet K, Sheet 55 of the Map Records of Montgomery County, Texas, bears North 87 degrees 44 minutes 32 seconds East, a distance of 216.31 feet;

THENCE South 25 degrees 36 minutes 43 seconds East, along the west margin of said S.H. 242 and the east boundary line of the herein described tract, a distance of 188.70 feet to 3 inch D.O.T. brass disc in concrete found for an angle point;

THENCE South 26 degrees 57 minutes 26 seconds East, continuing along the west margin of S.H. 242 and the east boundary line of the herein described tract, a distance of 412.24 feet to a 3 inch D.O.T. brass disc in concrete found for an angle point;

THENCE South 25 degrees 34 minutes 35 seconds East, continuing along the west margin of S.H. 242 and the east boundary line of the herein described tract, a distance of 2437.88 feet to a 3 inch D.O.T. brass disc in concrete found for and angle point;

THENCE South 22 degrees 35 minutes 35 seconds East, continuing along the west margin of S.H. 242 and the east boundary line of the herein described tract, a distance of 656.58 feet to a 3 inch D.O.T. brass disc found for the beginning of a curve;

THENCE continuing along the west margin of S.H. 242 and the east boundary line of the herein described tract along a curve to the left having as its elements: a radius of 5418.84 feet, a central angle of 00 degrees 20 minutes 02 seconds, and an arc length of 31.58 feet to

681.985 acres
Page 2
September 29, 1998

a 5/8 inch iron rod set for an angle point;

THENCE South 63 degrees 56 minutes 46 seconds West, a distance of 208.61 feet to a 5/8 inch iron rod set for an interior angle point of the herein described tract;

THENCE South 66 degrees 52 minutes 43 seconds West, a distance of 272.09 feet to a 5/8 inch iron rod set for an interior angle point of the herein described tract;

THENCE South 49 degrees 25 minutes 43 seconds West, a distance of 352.54 feet to a 5/8 inch iron rod set for an interior angle point of the herein described tract;

THENCE South 40 degrees 34 minutes 17 seconds East, a distance of 60.00 feet to a 5/8 inch iron rod set for an interior angle point of the herein described tract;

THENCE North 49 degrees 25 minutes 43 seconds East, a distance of 343.33 feet to a 5/8 inch iron rod set for an interior angle point of the herein described tract;

THENCE North 66 degrees 52 minutes 43 seconds East, a distance of 263.02 feet to a 5/8 inch iron rod set for an interior angle point of the herein described tract;

THENCE North 63 degrees 56 minutes 46 seconds East, a distance of 214.54 feet to a 5/8 inch iron rod set in the west margin of S.H. 242 and easterly boundary line of the herein described tract for a point in a non-tangent curve;

THENCE in a southeasterly direction along the west margin of S.H. 242 and the east boundary line of the herein described tract along a curve to the left having as its elements: a radius of 5418.84 feet, a central angle of 01 degrees 12 minutes 01 seconds, an arc length of 113.51 feet and a chord bearing of South 29 degrees 50 minutes 02 seconds East, a distance of 113.51 feet to a 5/8 inch iron rod set for end of the curve;

THENCE South 35 degrees 54 minutes 00 seconds East, along the westerly margin of S.H. 242 and the east boundary line of the herein described tract, a distance of 511.47 feet to a 3 inch D.O.T. brass disc in concrete found for the beginning of a curve;

THENCE continuing along the westerly margin of S.H. 242 and the east boundary line of the herein described tract along a curve to the left having as its elements: a radius of 5393.85 feet, a central angle of 03 degrees 46 minutes 17 seconds, and an arc length of 355.05 feet to a broken concrete monument found for the end of the curve;

THENCE South 43 degrees 15 minutes 55 seconds East, along the west margin of S.H. 242 and the east boundary line of the herein described tract, a distance of 460.35 feet to a 3 inch D.O.T. brass disc in concrete found for the most easterly southeast corner of the herein

681.985 acres
 Page 3
 September 29, 1998

described tract;

THENCE South 29 degrees 51 minutes 34 seconds West, severing the aforesaid 2114.195 acres along the southeast boundary line of the herein described tract, a distance of 2820.18 feet to a 5/8 inch iron rod set for a southeasterly corner of the herein described tract;

THENCE South 01 degrees 44 minutes 36 seconds East, a distance of 349.05 feet to a 6" X 6" railroad tie found for the northeast corner of a certain 168.74 acres as described in deed recorded in Volume 883, Page 387 of the Deed Records of Montgomery County, Texas, and the most southerly southeast corner of the herein described tract;

THENCE South 87 degrees 57 minutes 46 seconds West, along the north boundary line of the said 168.74 acres and the south boundary line of the herein described tract, a distance of 3127.47 feet to a point in the centerline of Spring Branch for a southerly corner of the herein described tract;

THENCE along the centerline of Spring Branch the following 54 (fifty-four) courses and distances:

1. North 37 deg. 08 min. 02 sec. West, a distance of 107.63 feet;
 2. North 52 deg. 31 min. 06 sec. West, a distance of 126.94 feet;
 3. North 09 deg. 31 min. 40 sec. West, a distance of 135.54 feet;
 4. North 30 deg. 08 min. 10 sec. West, a distance of 89.05 feet;
 5. North 00 deg. 07 min. 25 sec. East, a distance of 103.59 feet;
 6. South 70 deg. 30 min. 14 sec. West, a distance of 111.96 feet;
 7. North 87 deg. 50 min. 39 sec. West, a distance of 74.58 feet;
 8. North 33 deg. 12 min. 36 sec. West, a distance of 131.10 feet;
 9. North 00 deg. 57 min. 44 sec. West, a distance of 191.06 feet;
 10. North 22 deg. 48 min. 20 sec. West, a distance of 77.35 feet;
 11. North 10 deg. 03 min. 57 sec. East, a distance of 190.51 feet;
 12. North 26 deg. 27 min. 40 sec. West, a distance of 146.03 feet;
 13. North 02 deg. 41 min. 30 sec. East, a distance of 156.42 feet;
 14. North 43 deg. 57 min. 58 sec. West, a distance of 45.22 feet;
 15. North 02 deg. 19 min. 16 sec. East, a distance of 67.05 feet;
 16. North 29 deg. 15 min. 37 sec. East, a distance of 111.29 feet;
 17. South 73 deg. 52 min. 50 sec. East, a distance of 23.42 feet;
 18. North 56 deg. 21 min. 29 sec. East, a distance of 51.84 feet;
 19. North 69 deg. 48 min. 38 sec. East, a distance of 224.86 feet;
 20. North 31 deg. 14 min. 21 sec. East, a distance of 189.53 feet;
 21. North 61 deg. 41 min. 17 sec. East, a distance of 308.97 feet;
 22. South 88 deg. 21 min. 02 sec. East, a distance of 349.01 feet;
 23. North 66 deg. 10 min. 59 sec. East, a distance of 161.06 feet;
 24. North 05 deg. 13 min. 06 sec. East, a distance of 169.43 feet;
 25. North 30 deg. 33 min. 30 sec. West, a distance of 523.12 feet;
 26. North 31 deg. 15 min. 15 sec. East, a distance of 181.47 feet;
 27. North 73 deg. 58 min. 51 sec. East, a distance of 115.13 feet;
 28. North 07 deg. 28 min. 39 sec. East, a distance of 109.29 feet;
 29. North 19 deg. 04 min. 05 sec. West, a distance of 240.18 feet;
 30. North 05 deg. 12 min. 45 sec. West, a distance of 216.34 feet;
 31. North 75 deg. 50 min. 39 sec. East, a distance of 261.28 feet;
 32. North 11 deg. 15 min. 38 sec. East, a distance of 381.92 feet;
 33. North 66 deg. 17 min. 27 sec. West, a distance of 325.92 feet;
 34. North 79 deg. 50 min. 35 sec. West, a distance of 326.01 feet;
-

35. North 19 deg. 54 min. 33 sec. West, a distance of 144.67 feet;
 36. North 44 deg. 54 min. 41 sec. East, a distance of 325.35 feet;
 37. North 31 deg. 12 min. 12 sec. East, a distance of 117.83 feet;
 38. North 11 deg. 02 min. 37 sec. West, a distance of 113.56 feet;
 39. North 46 deg. 33 min. 15 sec. West, a distance of 254.14 feet;
 40. North 74 deg. 48 min. 25 sec. West, a distance of 107.20 feet;
 41. South 85 deg. 52 min. 00 sec. West, a distance of 216.92 feet;
 42. North 59 deg. 20 min. 17 sec. West, a distance of 148.22 feet;
 43. South 89 deg. 08 min. 29 sec. West, a distance of 341.21 feet;
 44. North 68 deg. 39 min. 09 sec. West, a distance of 330.30 feet;
 45. South 81 deg. 55 min. 07 sec. West, a distance of 168.18 feet;
 46. North 87 deg. 37 min. 27 sec. West, a distance of 188.04 feet;
 47. North 74 deg. 25 min. 46 sec. West, a distance of 220.95 feet;
 48. North 86 deg. 01 min. 16 sec. West, a distance of 142.17 feet;
 49. North 68 deg. 43 min. 11 sec. West, a distance of 139.52 feet;
 50. North 47 deg. 43 min. 18 sec. West, a distance of 167.26 feet;
 51. North 11 deg. 10 min. 56 sec. West, a distance of 262.05 feet;
 52. North 40 deg. 49 min. 49 sec. West, a distance of 295.98 feet;
 53. North 63 deg. 30 min. 25 sec. West, a distance of 271.07 feet;
 54. North 71 deg. 54 min. 56 sec. West, a distance of 212.70 feet,
 to a point for intersection of the centerline of Spring Branch
 and the east boundary line of a certain 23.7 acres of land as
 described in deed recorded in Volume 503, Page 252 of the Deed
 Records of Montgomery County, Texas, and northwesterly corner
 of the herein described tract;


THENCE North 01 degrees 59 minutes 18 seconds West, along the east
 boundary line of the said 23.7 acres of land, the east boundary line
 of a certain 15.0 acres of land as described in deed recorded in
 Volume 1012, Page 110 of the Deed Records of Montgomery County,
 Texas, the east boundary line of a certain 3.0 acres of land as
 described in deed recorded under County Clerk's File No. 8932571 of
 the Real Property Records of Montgomery County, Texas, the east
 boundary line of a certain residual of a certain 41.3 acres of land
 as described in deed recorded in Volume 565, Page 106 of the Deed
 Records of Montgomery County, Texas, and the northwest boundary line
 of the herein described tract, a distance of 1507.89 feet to a 4" X
 4" standard highway concrete monument found for the northeast corner
 of the said 41.3 acres, the southeast corner of a certain 75 acres of
 land as described in deed recorded in Volume 356, Page 444 of the
 Deed Records of Montgomery County, Texas, the southwest corner of
 a certain 1892.96 acres of land as described in deed recorded in
 Volume 311, Page 353 of the Deed Records of Montgomery County, Texas,
 and northwest corner of the herein described tract;

THENCE North 87 degrees 48 minutes 12 seconds East, along the south
 boundary line of the said 1892.96 acres and the north boundary line
 of the herein described tract, a distance of 3718.12 feet to a 5/8
 inch iron rod found for an angle point;

THENCE North 87 degrees 44 minutes 32 seconds East, continuing along
 the south boundary line of the said 1892.96 acres and the north

681.895 acres
Page 5
September 29, 1998

boundary line of the herein described tract, a distance of 857.20 feet to the POINT OF BEGINNING and containing 681.985 acres of land based on the survey and plat prepared by Powers Engineering.

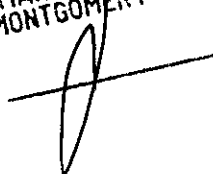


Ken Powers, R.P.L.S.
Texas Registration No. 3484



NCR2.1tr

FILED FOR RECORD
98 OCT -5 PM 1:06
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.

OCT 5 1998




COUNTY CLERK
MONTGOMERY COUNTY, TEXAS