

Section 4

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AMENDED RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, N.P.C. REALTY CO. and N.P.C., INC., of Houston, Harris County, Texas, duly authorized hereunto and hereinafter referred to as "Declarant", whether one or more, are the owners of the following described property located and situated in Harris County, Texas, described in the paragraph below; and,

WHEREAS, Declarant is the owner of the below described property, heretofore platted and subdivided into that certain Subdivision known as NORTHGLEN, SECTION FOUR, a subdivision in Harris County, Texas, generally described in a plat of 41.720 acres out of the W.C.R.R. Co. Survey, Section 9, A-911, recorded in Vol. 297 Page 48 of the Map Records of Harris County, Texas; and,

WHEREAS, Declarant desires to hold, sell and convey said property subject to the following covenants, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of any and all lots within said subdivision; and,

WHEREAS, there was filed on May 20, 1980, under Film Code No. 158-82-1801, et seq, in the Official Records of Harris County, Texas, that certain document known and referred to as NORTHGLEN SECTION FOUR RESTRICTIONS;

NOW, THEREFORE:

Declarant does hereby void, revoke and declare of no effect said Restrictions filed as hereinbefore described; and FURTHER

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Declarant does hereby ADOPT, ESTABLISH AND IMPOSE the following restrictions, reservations, covenants and conditions upon all residential lots in the subdivision, which shall constitute covenants running with the land of said residential lots, and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots, and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries; and further, the NORTHGLEN ASSOCIATION shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity, as may be deemed advisable or appropriate.

.... ARTICLE I -

DEFINITIONS

1. "Association" shall mean and refer to NORTHGLEN ASSOCIATION, a Texas non-profit corporation, its successors and assigns.
- ~~2. "Owner" shall mean and refer to the RECORD owner, whether one or more persons or entities, of a fee simple title to the surface estate in any lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.~~
3. "Properties" shall mean and refer to the surface estate of the real property hereinabove described, and where applicable, the real property which may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described.

"Common Properties" shall mean the surface estate of any and all real property which may be acquired by the Association for the common use and enjoyment of the Owners in the Subdivision, and where applicable, in any additional land annexed into the jurisdiction of the Association.
5. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of the Lots in the Properties, as well as other Owners in the Subdivision, constructed on portions of one or more lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of The Declaration. By way of illustration, Common Facilities may

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include but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; swimming pools; tennis courts; and other similar and appurtenant improvements. Reference herein to the "Common Facilities (and Common Facility) in the Subdivision" shall mean and refer to Common Facilities as defined respectively in the Declaration and all Supplemental Declarations.

6. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of the Declaration under the authority provided in The Declaration. Reference herein (whether specific or general) to provisions set forth in "All (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.
7. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in this Declaration.
8. "Lot" shall mean and refer to each lot of land, except Reserves, shown upon the recorded Subdivision Map of NORTHGLEN, SECTION FOUR according to the map or plat thereof recorded at Vol. 297, Page 40, of the Map Records of Harris County, Texas, upon which there has been or will be constructed a single-family residence, with the exception of public areas, such as parks, parkways and esplanades, or any Common Properties which may be acquired or designated by the Association.
9. "Declarant" shall mean and refer to N.P.C. REALTY CO. and N.P.C., INC., and their successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.
10. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA -

1. Every owner shall have a non-exclusive right and easement of enjoyment in and to any Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon any Common Area; and,

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and,

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2. Any Owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or to persons residing on the Lot under a lease or contract to purchase from the Owner.

ARTICLE III

NORTHGLEN ASSOCIATION

1. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporations and By-laws, or elsewhere provided for herein, and without limiting the generality hereof, the Association shall also discharge those functions necessary to the general maintenance of the Properties. The Board of Directors of the Association shall be empowered to oversee the activities of the Association to such an extent as they may take whatever reasonable action they, in their sole discretion, deem necessary to provide for the upkeep and aesthetic appearance of the Properties for the common benefit of all the members of the Association.

2. Membership. Every record Owner of a Lot or Lots which is subject to Assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to Assessment. The foregoing is intended to exclude those with a mere security interest on the land as security for an obligation. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

3. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be a member, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant or its successors or assigns, who shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,

(b) April 1, 1986.

If at any time the other areas of the 623-acre tract hereinafter referred to are duly annexed as hereinafter set out, the voting rights of the Class B membership, if same have previously automatically converted to one (1) vote per Lot owned, shall automatically be reverted to three (3) votes for each Lot

owned until such time as the total votes outstanding in the Class A membership throughout the subdivision and any duly annexed areas collectively shall equal or exceed the total votes outstanding in the Class B membership throughout such total area, or until April 1, 1986, whichever first occurs; at which time Class B voting Lots shall automatically be converted to one (1) vote for each Lot.

4. By-Laws. The Association may make whatever rules and By-laws it deems desirable to govern the Association and its members, provided however any conflict between such By-laws and the provisions hereof shall be controlled by the provisions hereof.

5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

6. Obligations. The Association shall have the following responsibilities:

(1) Utility bills, taxes and insurance:

(a) The Association shall pay as a common expense of all Owners, for all water, electricity and other utilities used in connection with the enjoyment and operation of the Common Area or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Area and the improvements and property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket insurance policy or policies to insure the structures and facilities in the Common Area and the contents thereof and the

Association, against the risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverages as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable insuring the Association, its Board of Directors, agents and employees, and each Owner (if coverage for Owners is available) from and against liability in connection with the Common Area.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Owners and shall be a part of the maintenance assessment.

~~(2) Common Area - The Association, as a common expense of all~~
 Owners, shall perpetually care for, maintain and keep in good repair the Common Area and all parts thereof, including but not limited to, the private streets, landscaped lawns, parking areas in the private streets, and improvements and facilities owned by the Association; except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of private driveway, sidewalk and fence or fences which are appurtenant to his residence house.

ARTICLE IV

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two full stories in height with an attached or detached garage, and each residential lot shall be provided with a minimum of two (2) paved off-street parking spaces. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed or erected thereon; provided, however, that on Lots subject to these restrictions, residential homebuilders/owners shall be permitted to move onto a Lot and maintain thereon a construction and storage building, which building need not comply with the building specifications contained in these restrictions; so long as the exterior appearance of said building shall be reasonably maintained, which building shall be removed from said Lot by the builder/owner maintaining same when said builder/owner has completed his construction in Northglen Subdivision; provided, further, however, that builder/owners of Lots subject to these restrictions may maintain a sales office in one of their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for sale of houses in Northglen Subdivision and in which office a window air conditioner may be employed, if necessary.

2. Architectural Control. No improvements of any type shall be erected on any lot until the construction plans and specifications, and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee hereinafter established, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

(a) Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to the street line than the minimum building set back lines as shown on the recorded plat. All fences shall be made of wood and shall be of a usual construction and configuration and shall be of a height between four (4) and six (6) feet, unless otherwise approved by the Architectural Control Committee.

(b) Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than eight hundred fifty (850) sq.ft. for one-story dwellings; nor less than seven hundred (700) sq.ft. for the ground floor of a one and one-half story dwelling with at least one hundred fifty (150) sq.ft. in the upper floor area; nor less than seven hundred (700) sq.ft. for the ground floor of a full two-story dwelling with not less than one hundred fifty (150) sq.ft. in the upper floor area. A private garage may be constructed, attached or detached, for not more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories.

3. Type of Construction, Materials and Landscape.

(a) The roof of any residence shall meet or exceed all FHA standards.

(b) A concrete sidewalk four (4) feet wide will be constructed no further than two (2) feet from the property line at the street along the entire front of all Lots; in addition thereto, four (4) feet wide sidewalks will be constructed no further than two (2) feet from the property line along the entire side of all corner Lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalk, and the same shall be constructed and completed before the main residence is occupied.

(c) No window or wall type air-conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Subdivision, except in sales or construction offices as described hereinabove.

4. Location of Improvements. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any exterior Lot Line. No main residence building, nor any part thereof, shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line. For the purposes of this covenant, eaves, steps, patios, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purposes of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each main residence building will face the front of the Lot, and each garage will face the front of the Lot on which it is situated, and will be provided with driveway access from the front of the Lot only; except that the garages on the corner Lots

may face the side street if the Lots facing on the side streets have garages facing said side street and if this exception is specifically approved by the Architectural Control Committee. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction, in house locations.

5. Minimum Lot Area. No Lot shall be resubdivided to an area the total square footage of which is less than 3,600 sq.ft., nor shall any building be erected or placed on any Lot having area of less than 3,600 sq.ft.; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said Subdivision if such resubdivision increases the minimum Lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said Subdivision shall contain less than the aforesaid minimum area.

6. Underground Electric Distribution System. An underground electric distribution system will be installed in that part of Northglen, designated herein as "Underground Residential Subdivision", which underground service area embraces all of the Lots in Northglen Section IV. In the event there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authority and the National Electrical Code) the underground service cable and appurtenances

from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line on each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has, either by designation on the plat of the subdivision or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system, and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then-current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three-wire, 60-cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at

no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), which are built for sale or rent, and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the Lot Owners in the Underground Residential Subdivision be changed so as to permit the erection of mobile homes therein, the company need not provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to service such Subdivision, or (b) the Owner of such affected Lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (i) One and 75/100 (\$1.75) Dollars per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (ii) the cost of rearranging and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the

plat of Kortright, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a Lot owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or application for service shall pay the electric company \$1.75 per front Lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

7. Temporary Structures.

(a) No structure of a temporary character, whether trailer, motorhome, basement, tent, shack, carport, barn or other building shall be maintained or used on any Lot at any time as a residence or for any other purpose; however,

(1) anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a doghouse, so long as said doghouse is not of unreasonable size, is so placed on a residential Lot so as not to be visible from any street in the subdivision;

(2) provided further, however, that anything contained in these restrictions to the contrary notwithstanding, that there shall be permitted on any residential Lot the use of a storage building not to exceed seven (7) feet in height, eight (8) feet in width, and ten (10) feet in length, or seven (7) feet in height, ten (10) feet in width, and eight (8) feet in length, said building not to exceed seven (7) feet in height and 560 cubic feet of enclosed and roofed area; provided that such storage building is positioned on each residential Lot in a manner such that the

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Greatest portion of said building as is possible is not visible from any street in the Subdivision, and provided further that said storage building is built and maintained in a manner consistent with these restrictions.

(b) No truck, camper, trailer, automobile, boat - whether powered or sail or otherwise - or other vehicle will be stored, parked or kept on any Lot or in any street for more than sixty (60) hours during a seventy-two (72) hour period, and no inoperative vehicle (inoperative defined herein as not in running or usable condition) may be parked or stored on any Lot or in any street at any time; provided further, however, that nothing contained in these restrictions shall be construed to prohibit the storage of all such vehicles or boats, except inoperative vehicles, behind a solid wooden fence constructed on Lots covered by these restrictions, said fence to be constructed so that there are no gaps between the boards constituting such fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six (6) feet in height, and the height of the permitted vehicles and boats so stored behind such fence shall not exceed the height of such fence by more than three (3) feet.

(c) Provided that during original construction on any Lot, appropriate temporary buildings may be erected to accomodate the needs of the building project.

8. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than ten (10) sq.ft. in surface area advertising the property for sale or rent, or those promoting political candidates. Billboards may be used by a builder to advertise during construction and

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sales period, and shall all be constructed so as not to cause a hazardous situation. The Association shall have the right and duty to remove nonconforming signs with no liability for trespass.

9. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

10. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in a clear and sanitary condition; provided further that no such Lot for the open storage of any materials shall be visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced, and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

11. Visual Obstructions at the Intersections of Public Streets. No object, plant or thing shall be placed, planted or permitted on any corner Lot which object, plant or thing obstructs reason-

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ably safe and clear visibility of pedestrian or vehicular traffic by pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between two (2) and six (6) feet above the roadways, which object, plant or thing lies within a triangular area on any corner described by connecting with a line two points, each such point respectively established at the edge of the paving abutting said corner Lot, twenty (20) feet back along the curb on streets abutting said Lot, measured from the center of the corner curb curve abutting said Lot.

12. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, 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, nor permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall ~~not burn anything (except by use of an incinerator as~~ permitted by law). This duty is subject to the rights and duties of easement holders as defined in Article V, Section 7. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain as needed a suitable enclosure to screen from public view yard equipment and wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, and the continuance of such default after ten (10) days written notice thereof, Declarant or its assigns shall, without

liability to the Owner or occupant in trespass or otherwise, have the right to enter upon said Lot 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 things necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agreed by the purchase or occupation of the property, to pay such statement immediately upon receipt thereof.

13. Maximum Height of Antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front building line of said Lot, nor shall the bottom of any free standing antennae of any style exclusive of masts be permitted to extend more than ten (10) feet above the roof of the main residential structure on said Lot. All amateur radio operation shall be conducted so as to cause no electronic interference with surrounding households.

14. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

15. Prohibition of Offensive Activities. No noxious or offensive trade or activity shall be conducted, whether for profit or not, on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant to be used for Sales Offices or Model Homes for a maximum period of seven (7) years from the date hereof. No activity, which may become an annoyance or nuisance to the neigh-

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borough, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance, or which will degrade property values, or distract from the aesthetic beauty of the subdivision, shall be conducted.

16. Lot Drainage. All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water shall drain or flow from the rear Lot line to the front Lot line into adjacent streets, and shall not be allowed to drain or flow upon adjoining Lots or Common Areas unless an easement for such purpose is expressly granted, such as granted Article V, Section 7. The Builder and/or Owner shall provide drains or swale: to effect such drainage upon construction of the dwelling unit on the Lot.

(b) All slopes or terraces of any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(c) No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken within the property or any portion thereof by any Owner which might damage or interfere with established slope ratios or drainage functions and/or facilities.

ARTICLE V

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

1. Recorded Subdivision Map of the Properties. The recorded Subdivision plats of the Properties dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon and such recorded subdivision

map of the Properties further establishes certain restrictions applicable to the Properties, including without limitation, certain minimum front and back set back lines. All dedications and set back lines shown on the recorded plat of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

2. Reservation of Easements. Declarant reserves the easements and rights-of-way as shown on the recorded plat of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television or any other utility Declarant sees fit to install in, across and/or under the Properties, together with the right to transfer same. Neither Declarant nor any utility company or authorized political subdivision using the easements herein referred to, shall be liable for damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers, or any other property of the Owner on the land covered by said easements.

3. Mutual Easements. Wherever sanitary sewer and/or water house connections or electricity, gas or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by the Association or any entity or other than the Owner of a Lot served by said connections, lines or facilities, such Owners of lots served shall have the right, and are hereby granted an easement to the

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full extent necessary therefore to enter upon the lots within the Property in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as to when the same may be necessary as set forth below.

Wherever sanitary sewer and/or waterhose connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service his Lot.

4. Installation of Paving. Declarant reserves the right, during installation of paving of the streets as shown on the recorded plat of the Properties, to enter onto any of the Properties for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Properties have been conveyed to and/or contracted for to any other Owner or Owners.

5. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties in Northglen, Section Four shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances, thereto constructed by or upon the premises affected thereby, or any part thereof, to serve said land, or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public

service corporation or to any other party, and such right is hereby expressly reserved.

6. Composite Building Site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privileges of placing or constructing improvements on such resulting site in which case, setback lines shall be measured from the resulting side property lines rather than from the Lot lines. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the Lots in the same block.

7. Land Maintenance Easement. Each residence dwelling shall be designed so as to provide that a minimum of fifty (50%) percent of the linear distance of one (1) wall of the residence structure shall be constructed five (5) feet from a side Lot line. This side wall of the residence shall hereinafter be referred to as

the "Side Yard Wall." The area bounded by the five (5) feet from Side Lot line to Side Yard Wall (as defined in this Article above) and running the depth of the Lot shall hereinafter be referred to as the "Land Maintenance Easement." Provided, however, that an open court or patio may be built to this house adjacent and abutting the aforementioned Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry wall or wood fence having a minimum height of eight (8) feet. This wall must, as in the case with the Side Yard Wall, be constructed adjacent to and abutting in such a manner as to complement the residence dwelling. The Side Yard Wall and any open court or patio wall or fence shall have no exterior objects or appurtenances such as,

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for example, electric panels, vents, plumbing cleanouts, windows or openings of any kind.

The following rules prescribe the term, conditions and uses of the Land Maintenance Easement, both by the Owner of said easement (the dominant tenement), his licensees and invitees, and the Owner of the land subject to the easement (the servient tenement) and his licensees and invitees:

(a) The dominant tenement, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the dominant tenement, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.

(b) The owner of the servient tenement shall have a right of entry at all reasonable times for the sole purposes of maintenance, painting, repairing and rebuilding of the side wall or foundation and fencing which is situated adjacent to and abutting the easement area.

(c) Both the dominant tenement and the servient tenement shall have the right of surface drainage over, along and upon the easement area, and the owners of neither tenement shall use or allow the use of the easement area in such a manner as will interfere with such drainage.

(d) The owner of neither tenement shall attach any object to the side of the wall abutting the land maintenance easement. In addition, no structure shall be constructed or placed upon the easement area by either the dominant or servient tenement, except that the owner of the dominant tenement may construct a fence

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which allows drainage; however, access to the easement must be preserved for the servient tenement.

(e) The Owner of the dominant tenement, as a condition to the exercise of the right of access provided for, shall indemnify and hold harmless the Owner of the servient tenement, his licensees and invitees, from reasonable damage to shrubs, plants, flowers, trees, lawn, sprinkler, hose bibs, and other landscaping directly resulting from the exercise of the servient tenement's right of access for maintenance, or resulting from drainage from the servient tenement's dwelling and property.

(f) The Owner of the dominant tenement shall indemnify and hold harmless the owner of the servient tenement against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the owner of the dominant tenement, his licensees or invitees.

(g) The owner of the servient tenement shall indemnify and hold harmless the owner of the dominant tenement against any and all claims, demands, actions and causes of action of any nature arising out of the particular use of the easement described in Article V, Section 7, paragraph (b) of this instrument, or any unlawful or unauthorized use thereof.

There shall be established a five (5) foot side setback line from the side Lot line nearest to the Land Maintenance Easement to the Residence dwelling situated upon the dominant tenement.

The above provisions of this Article V, Section 7 shall not be applicable to Lots resubdivided or combined with other Lots or portions of Lot to a new lot size greater than 4,500 square feet.

Additions to the residence, patios, patio covers, trellises and similar improvements may be constructed incorporating the

entire lot depth excluding any front, rear or side building setback line, rear utility easement or land maintenance easement.

During original construction, the Architectural Control Committee, or its designee, at its sole discretion, is hereby permitted to approve deviations to one (1) foot in any direction in the location of improvements upon the Lot, subject to setbacks shown on the recorded plat and previous recorded instruments.

8. Universal Easement. Each Lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Areas for the purpose of accomodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Lot within the Properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Lot and/or Common Area and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

ARTICLE VI

MAINTENANCE CHARGE AND COVENANTFOR MAINTENANCE ASSESSMENTS

1. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association, and in particular for the improvement and maintenance of the Property, the Common Area and the Common Facilities, and for payment to or reimbursement of other affected parties or governmental entities for the improvement and maintenance thereof.

2. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed Ten (\$10.00) Dollars per month, or One Hundred Twenty (\$120.00) Dollars per annum, per Lot; provided, however, that from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board of Directors of the Association shall be empowered to increase said rate as the needs of the Association require; except that if any such increase shall cause the annual assessment to be greater than the aforesaid \$120.00 plus the rise, if any, of the Consumer Price Index as published by the United States Department of Labor for the preceding month of July; or more than One Hundred Ten (110%) percent of the amount assessed in the preceding calendar year, whichever is greater, then shall such an increase require the vote of two-thirds (2/3) of each class of Members of the Association who are voting in person or by proxy, at a meeting duly called for that purpose.

3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Rate of Assessment. The Lots in Northglen, Section IV shall commence to bear their applicable maintenance fund assessment from and after that certain date for same, established in Section 5 of this Article. Lots that are occupied by residents shall be subject to an annual assessment as determined pursuant to Sections 2 and 4 of this Article. Lots that are not occupied by residents and that are owned by the Declarant, a builder or a building company shall be assessed at the rate of one-half (1/2) of the annual assessment provided for above. The rate of assessment for an individual Lot, within a calendar year, shall change as the character of ownership and the status of occupancy by a resident changes. The applicable assessment for such a Lot shall be prorated according to the rate required for each type of ownership.

5. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date fixed by the Board of Directors to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the

annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

The due dates shall be established by the Board of Directors. The Association upon demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby, and to be levied on individual lots as above provided, there shall be reserved in each Deed by which the Owner (the present and any subsequent owners) shall convey such Properties, or any part thereof, the Vendor's Lien for the benefit of the said Northglen Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon

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which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice which shall be sent to the nearest office of such first mortgage lienholder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by any such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof will cause such assessment lien and payments thereof to become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. Duration. The above maintenance and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

9. Annexation. Northglen Section IV is a part of a 623-acre tract, and the remainder thereof or portions thereof as well as other portions adjacent thereto may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described. If annexed, the Owners of Lots in each future section of Northglen so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of any and all Common Areas and additional Common Areas as may become subject to the jurisdiction of the Association as a result of such annexation and the facilities thereon, and shall

section of Northglen is impressed with an annual maintenance charge and assessment on a uniform, per Lot basis, equal to or greater than the maintenance charge imposed hereby. Additional land within the area containing 623 acres described in deeds under Clerk's File No. 158-82-1801, et seq, of the Official Public Records of Real Property of Harris County, Texas, may be annexed by Declaration without the resolution of the Board of Directors of said Association as aforesaid, and without the consent of the members of said Association within five (5) years from the date of execution of this instrument by Declarant, provided the FMA or the VA determine that annexation is in accord with the general plan heretofore approved by them. Any adjacent land or any of the said 623 acres after the five (5) year period may be annexed only by a two-thirds (2/3) vote of approval by both classes of membership.

~~16. Reservation of minerals. There is hereby excepted from the~~
land encompassed by the boundaries of this subdivision, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the Common Area, all oil, gas and other minerals, provided that Declarant hereby retains and reserves the right to pool the land with other lands, together with the right to drill under and through the subsurface of the land for development of oil, gas and other minerals.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

165-64-0651

1. Composition of Committee. The Architectural Control Committee shall be composed of three members, the initial members hereby appointed being G. R. Jackson, M. T. Marks, and H. H. Porter, each of whose address for purposes hereof is Post Office Box 3104, Houston, Texas 77001. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plat plans submitted, or to failure to function of all members of the Committee, the Directors of Northglenn Association shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

2. Control Over Maintenance of Dwellings. If in the opinion of the Committee, the exterior of any dwellings is in need of repair or maintenance, the Committee shall notify the Owner thereof in writing of the need for such repairs or maintenance, and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate of ten (10%) percent per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

In the event the Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after submission, approval will be deemed to have been given.

RECORDER'S MEMORANDUM

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

165-64-0852

3. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date of this instrument. Thereafter, all power vested in said Committee by this covenant shall be assumed by the Board of Directors of the Association or by a new committee, appointed by such Board.

4. Duties and Powers. It is accordingly covenanted and agreed that no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alterations to such structure or the color thereof (including without limitation site landscaping and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout) be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, provided that Declarant, and its successors or assigns, shall not be required to comply with the provisions hereof. All plans and specifications shall be submitted in writing over the signature of the Owner of the property or its authorized agent. The Architectural Control Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than per the approved plans. The requirement of this Article is in addition to any approvals or permits required by an appropriate governmental entity. Approval of plans as complying with the applicable Minimum Construction Standards adopted and promulgated from time to time for this subdivision by Declarant or its assigns, shall be only for such

RECORDERS MEMORANDUM

At the time of recording, this instrument was found to be legible for the best photographic reproduction because of legibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

165-84-0853

but shall not indicate Declarant's approval for any other purpose.

Where circumstances such as topography, location of trees or other matters require, the Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such Committee pursuant to this Article VII, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. It is further provided, however, that the Declarant herein hereby reserves the right of approval or disapproval of all variances which may affect building setback lines, Lot area and structure locations.

5. No Liability. Neither Declarant, the Association, the Board of Directors or ~~the Architectural Control Committee~~ of the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner agrees that he will not bring any action or suit against Declarant, the Association, Board of Directors, the Architectural Control Committee, or any of the members thereof to recover any such damage.

ARTICLE VIII

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto, and all parties claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; however, the covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded in the Official Public records of Real Property of Harris County, Texas. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said ~~development or subdivision to prosecute any proceedings at law or~~ in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing, and/or to recover damages or other dues for such violations.

2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

3. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Dedication of Common Areas and amendment to these restrictions, and the annexation of additional areas.

165-84-0855

EXECUTED THIS 15th day of August, 1980.

N.P.C. REALTY CO.

By [Signature]
RON HAMMONDS

N.P.C., INC.

By [Signature]
RON HAMMONDS

[Signature]
Witness KENT CHRISTENSEN

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RON HAMMONDS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me on his oath that he executed the same as the act and deed of N.P.C. REALTY CO., a Texas General Partnership, and certain as the act and deed of N.P.C., INC., a corporation, in the capacity therein stated, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1980.

Frances E. Dowling
Notary Public in and for
Harris County, Texas
Name (print) Frances E. Dowling
Commission expires August 31, 1980
Signed by Alexander David, Lawyer, State Bar

Ret to W. Thom. Kendall
2001 Kirby, Suite 614
Hou., Tx 77019

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was filed in the Public Records on the 15th day of the month of August by me and was duly acknowledged, in the County Public Records of the County of Harris County, Texas on

AUG 27 1980



Frances E. Dowling
NOTARY CLERK,
HARRIS COUNTY, TEXAS