

**DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS
NORTHCLIFFE, SECTION 5**

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This Declaration, made on the date hereinafter set forth by HOMECRAFT LAND DEVELOPMENT, INC., a Texas Corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property known as Northcliffe Section Five, a subdivision in Guadalupe County, Texas, according to the map or plat thereof recorded in Vol. 4, Page 204, of the Map Records of Guadalupe County, Texas, and being further described as follows: A parcel of land, containing 15.147 acres of land, being out of a 453.754-acre tract recorded in Volume 485, Page 529, of the Deed and Plat Records of Guadalupe County, Texas, and being out of the Rafael Garza Survey No. 98, Guadalupe County, Texas, and,

WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvements, and sale of such 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, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part to the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such alterations thereto as may hereafter be recorded.

Section 3. "Builder Owners" shall be any person who acquires a Lot or Lots for the purpose of engaging in the business of constructing single-family residential dwellings for the purpose of resale.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarants" shall mean and refer to HOMECRAFT LAND DEVELOPMENT, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Reservations, Exceptions, and Dedications

Section 1. Recorded Subdivision Map of the Properties. The recorded subdivision map of the Properties dedicates for use as such, subject to the limitations as set forth therein, the streets, easements, and building set back lines shown thereof and such recorded subdivision map of the Properties, further establishes certain restrictions applicable to the Properties. All Dedications, limitations, restrictions and reservations shown on the recorded plat or replat of the subdivision 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.

Section 2. Easements. The easements and rights-of-way are shown on the recorded subdivision map of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telephone line or lines, sewer, water and drainage, or any other utilities Declarant sees fit to install. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any 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 of the land covered by said easements.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarants to any of the Properties by contract deed or other conveyance 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 under Declarant or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land on 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.

ARTICLE III

Use Restrictions

Section 1. Single-family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not less than one (1) nor more than three (3) cars. Nor shall any dwelling exclusive of open porches, garages or patios be permitted on any Lot in this Subdivision at a cost of less than \$25,000.00, based upon cost levels prevailing on the date these covenants are recorded.

Section 2. Minimum Square Footage within Improvements. The living area of the main structure located on any Lot exclusive of open porches and garages shall not be less than 1,000 square feet.

Section 3. Location of the Improvements Upon the Lot. No building shall be located on any Lot nearer to any property line than the minimum building setback lines as shown on the recorded subdivision plat or replat. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section 4. 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 privilege 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 as indicated on the recorded plat. Any such composite building must have a frontage at the building setback line of not less than the minimum frontage of the Lots in the same block.

Section 5. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on, 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 be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 6. Use of Temporary Structures. No structure of a temporary character, (trailer, basement, tent, shack, garage, barn or other outbuilding) shall be used on any Lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly, as determined by the Architectural Control Committee.

Section 7. Storage of Automobiles, Boats, Trailers, and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind a solid fence which encloses the rest of the Lot. Semi-permanent is determined as exceeding a twelve-hour (12) period of time.

Section 8. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted 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 structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 9. Animal Husbandry. No animals of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets, provided they are not kept, bred or maintained for commercial purposes and no more than two of each type of pet is kept. At no time will dogs be permitted to run loose within the subdivision. All animals are to be housed within the owners Lot and any dogs removed from the owners Lot must be restrained by a leash and accompanied by the owner.

Section 10. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls, or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than eight (8) feet high, providing, however, that any such fence, wall or hedge over six (6) feet high has been approved by the Architectural Control Committee.

Section 11. Lot Maintenance. The Owners or occupants of Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and 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 anything (except by use of an incinerator as permitted by Law). 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 a drying yard or other suitable enclosure to screen the following from the public view: the drying of clothes, yard equipment, wood piles or storage piles, which are incident to the normal residential requirements of a typical family.

Section 12. Sign, Advertisements, Billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original home construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign, not to exceed five (5) square feet in total size, may be erected or maintained on any Lot in said subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement or billboard structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other sort in the connection therewith or arising with such removal.

Section 13. Roofing Material. The determination of materials to be used for the roof of any building to be located on any Lot shall rest exclusively with the Architectural Control Committee and the type and coloring of roofing material shall be permitted only at its sole discretion upon written request.

Section 14. 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 any freestanding antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said Lot.

Section 15. Fence Construction. The determination of materials to be used for the construction of any fence to be located on any Lot shall rest exclusively with the Architectural Control Committee and type and coloring of fence materials shall be permitted only at its sole discretion upon written request. No chain link type fence shall be located on any Lot.

Section 16. Alteration of Garage Structures. Any alteration or reconstruction of garages shall require approval from the Architectural Control Committee. No garage door may be removed or altered in design or function with the exception of the homes designated by builders of original construction ("Builders") as model homes or sales offices to be used in conjunction with Builders construction or marketing of homes within the Northcliffe subdivision.

Section 17. The Architectural Control Committee. The Committee shall be comprised of Jim McIntyre, Mike Isbell and Jim Fiacco and serve for a period of five years. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove any design changes submitted or to designate a representative with like authority. In the event said committee or its designated representative fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its representatives shall cease on or after June 1, 1989.

Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the Lots in the subdivision and duly recorded, appointing a representative or representatives who shall hereinafter exercise the same powers previously exercised by said committee.

Section 18. Restricted Vehicle Parking. No motor vehicle, trailer, boat, inoperative automobile, camper or other vehicle shall remain parked within the public street right-of-way beyond a ten-hour (10) period of time.

ARTICLE V

General Provisions

Section 1. Enforcement. The Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.


Section 3. Amendment to the Above Deed Restrictions. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty-year (30) period by an instrument signed by the Owners as set forth in Section 4 below, of not less than seventy-five (75) percent of the Lots, and thereafter by an instrument signed by the owners of not less than fifty (50) percent of the Lots. Any amendment must be recorded.


Section 4. Amendment to the Above Restrictions by Declarant. The Declarant hereunder reserves the right to amend the restrictions, reservations and covenants contained herein, without the joinder of other Owners, for a period of five (5) years following the recordation of this instrument, provided that said amendment must be made by written instrument duly recorded in the Deed Records of Guadalupe County, Texas and executed by Homecraft Land Development, Inc. Any amendments made under this section shall have the same force and effect of amendments made under the preceding section.

IN TESTIMONY WHEREOF, Homecraft Land Development, Inc. has caused these presents to be executed by its Vice President and attested to by its Assistant Secretary, this 24 day of September, 1984.

ATTEST:

HEMECRAFT LAND DEVELOPMENT, INC


Assistant Secretary


John Ragsdale, Vice President

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John
Kayak, Vice President of Homecraft Land Development, Inc. known to me to be
the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed and
in the capacity therein stated.

GIVEN under my hand and seal of office this 24 day of September, 1984.



Carole M. Barton
Notary Public in and for the
State of Texas

MY COMMISSION EXPIRES 7-30-88

CAROLE M. BARTON
Notary Public, State of Texas
My Commission Expires 7-30-88

