

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALKER I

04263

RESTRICTIONS FOR NORTHGATE MEADOWS SECTION IV

THAT Northgate Meadows, a Joint Venture (hereinafter called Declarant), is the owner in fee simple of that certain tract of land which was platted into that subdivision known as Northgate Meadows Section IV according to the plat of said subdivision duly recorded in Volume 1, Page 148, of the Plat Records of Walker County, Texas, and said plat and record thereof are incorporated herein by reference and made a part hereof for all intents and purposes as if the same were copied verbatim herein.

For the purposes of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting Northgate Meadows Section IV (hereinafter called the subdivision), Declarant declares that all the real property situated within Northgate Meadows Section IV and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust or other instrument which may be executed with respect to any lot situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.
2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.
3. (a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or in Walker County, Texas, as well as for the benefit of the Declarant and the property owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers, storm sewers and any other utility or service which the Declarant may find necessary or proper.

(b) The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or

VOL 414 PAGE 800

sanitary lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Declarant and its successors and assigns.

- (c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Declarant.
 - (d) Neither the Declarant, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.
4. The provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth, shall run with the land and shall be binding upon the Declarant, its successors and assigns, and all persons or parties claiming under it or them for a period of twenty (20) years from June 1, 1983, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty (20) years or ten (10) years, the then owners of fifty-one (51%) per cent of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty (20) year period or any successive ten (10) year period thereafter.
5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to, a proceeding to restrain or prevent such violating or attempted violation by injuncting, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party's attorney fees for the services of the opposite party's attorney in the action or proceeding, such fees to be fixed by the Court. It shall be lawful for the Declarant or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

6. Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.
7. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or other means.
8. No rubbish, trash, garbage, debris or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas concealed from public view.
9. No noxious or offensive activity shall be carried on in or on any lot within the subdivision. No swine of any kind shall be raised, bred or kept on any lot within the subdivision. All other animals must be properly fed and housed. FFA and 4-H projects are exempted from this restriction, but no feed lot or commercial enterprise connected with such projects shall be permitted.
10. No building shall be located on any lot or homesite within the subdivision nearer than fifty (50) feet to the front lot line, twenty-five (25) feet to the rear lot line and nearer than twenty-five (25) feet to a side lot line. If any lot within the subdivision be subdivided in conformity with the provision hereinafter set forth, the building setback (front, rear and side) restrictions shall be deemed to apply to such resultant homesite as if it were one original lot.
11. No tract or lot may be resubdivided into lots or tracts which contain less than five (5) acres each and each resubdivided tract or lot must have a minimum of one hundred fifty (150) feet road frontage.
12. No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any lot within the subdivision unless the builder or the owner of the improvements on said lot shall first provide Declarant written evidence that the plans, drawings and specifications pertaining to the installation of such septic tank, field lines and grease traps, and/or drawings and specification pertaining to the installation of such a single home waste water treatment system, meet all requirements of appropriate governmental authorities. No outside toilets shall be permitted upon any lot within the subdivision nor shall any type of device for disposal of sewage be permitted which will result in raw, untreated or unsanitary sewage being emitted upon any portion of the property situated within the subdivision or into any stream, creek or other body of water. Drainage of septic tanks to roads and/or streets either directly or indirectly is strictly prohibited.
13. All equipment, service yards or storage piles, except neat appearing wood piles, shall be screened by adequate fences or shrubbery so that the same shall be concealed from the view of neighboring lots and roadways situated within the subdivision. No burning of waste or other building materials shall be permitted without full time observation and under

no circumstances shall burning be permitted without water being available for full control of the burning.

14. All lots in the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall in no event use any lot within the subdivision for storage of materials and/or equipment except for normal residential and agricultural requirements.
15. Nothing contained in this instrument shall prevent Declarant from maintaining a sales office or offices upon any lot or lots within the subdivision.
16. Each owner of a lot within the subdivision shall at his sole cost and expense, repair all buildings or other improvements of any character on his lot, keeping the same in a condition comparable to the condition of such building or other improvements at the time of their initial construction, excepting any normal wear and tear.
17. If all or any portion of a building or other improvement be damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. Notwithstanding anything contained in this Paragraph 17 to the contrary, the owner of the lot upon which a building or other improvement has been so damaged or destroyed shall not be required to so rebuild, repair or reconstruct provided the building or other improvement which has been so damaged or destroyed is removed from the lot and provided, further, the lot remains in a sanitary, healthful and attractive condition.
18. Mobile homes no older than five (5) years old may be moved onto the property. Such homes must be tied down and completely skirted in a neat and attractive manner. The lot upon which the manufactured home is to be placed must be leveled to within one (1) foot end to end of the manufactured home making skirting much less difficult and much more attractive.
19. As used herein, the word "Declarant," shall mean Northgate Meadows and its successors and assigns, provided such successors and assigns acquire more than one (1) undeveloped lot in the subdivision from Declarant for development and sale or resale to third parties.
20. All provisions contained in this instrument shall be covenants running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected, and the Declarant and its successors and assigns.
21. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include any other gender where appropriate.

EXECUTED this the 29 day of JUNE, 1983.

NORTHGATE MEADOWS

BY: [Signature]

MANCE E. PARK, TRUSTEE

BY: [Signature]

RAYMOND BLALOCK, TRUSTEE

VOL 414 PAGE 503

THE STATE OF TEXAS I

COUNTY OF WALKER I

This instrument was acknowledged before me on the 29 day of June, 1983, by MANCE E. PARK, TRUSTEE, for Northgate Meadows, a Joint Venture.

Toni Bruner
NOTARY PUBLIC FOR THE STATE OF TEXAS
Name: TONI BRUNER
My Commission Expires: 10/2/85

THE STATE OF TEXAS I

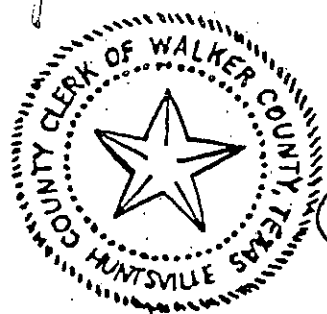
COUNTY OF WALKER I

This instrument was acknowledged before me on the 29 day of June, 1983, by RAYMOND BLALOCK, TRUSTEE, for Northgate Meadows, a Joint Venture.

Toni Bruner
NOTARY PUBLIC FOR THE STATE OF TEXAS
Name: TONI BRUNER
My Commission Expires: 10/2/85

THE STATE OF TEXAS
COUNTY OF WALKER

I, JAMES D. PATTON, Clerk of the County Court in and for Walker County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date as stamped hereon by me.



FILED FOR RECORD
AT 5:00 o'clock P
JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

JUL 08 1983

J.D. PATTON, CLERK
by James D. Patton deputy

VOL 414 PAGE 804

RECORDED

JUL 19 1983