20015

DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS PERTAINING TO

NORTHSHORE ADDITION

(A Ron Barker Development)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FRANKLIN §

RON BARKER, Owner/Lessee/Developer of those certain real properties in Franklin County, Texas, being a part of the John Miller Survey, A-311, and the A.T. Turpin Survey, A-506, of Franklin County, Texas; being that certain 150.643 acre tract leased to Ron Barker in Lease Agreement dated April 26, 1985, and recorded in Volume 187, page 877, of the Deed Records of Franklin County, Texas; and also being shown by plats recorded in Volume P.C., page 132A, of the Map and Plat Records of Franklin County, Texas, as to Phase I, and in Volume P.C., page 132B, of the Map and Plat Records of Franklin County, Texas, as to Phase II of the development, true and correct copies of which plats are attached hereto as Exhibits A and B, has established a general plan for the improvement and development of such premises and does hereby establish the Covenants, Conditions, Reservations, and Restrictions upon which and subject to which the development, all lots therein, and any portion thereof, shall be maintained after being conveyed and/or leased by Ron Barker.

Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner, lessee or sub-lessee of land in such subdivision or any interest therein (hereafter referred to herein as Owner whether one or more than one), and shall inure to and pass with each and every parcel of such subdivision, and it shall bind the respective successors in interest of each and every such "Owner" and, each and every such Owner and successor in interest shall be bound both by these Covenants, Conditions, Reservations and Restrictions as well as those contained in the above-referenced Lease between Ron Barker as Lessee and Franklin County Water District as Lessor, dated April 26, 1985.

These covenants, conditions, reservations and restrictions are to be construed as restrictive covenants running with the title of such lots and with each and every parcel thereof and, by accepting a conveyance from RON BARKER to any lot or portion thereof, reciting these Covenants, Conditions, Reservations and Restrictions, each and every successor in interest hereby covenants that he, she, they or it, will include in any grant, deed, or sub-lease they execute, a condition that all of these covenants, conditions, reservations and restrictions will be followed and that if violated, such violation will be a breach of the grant or sub-lease and each deed or sub-lease shall contain an acceptance by successors in interest agreeing that the right of enforcement of these covenants, conditions, reservations and restrictions may be by injunction and that any one or more owners, lessees or sub-lessees in the said development may so enjoin their violation.

ARTICLE ONE
DEFINITIONS

OWNER

1.01 "Owner" shall mean and refer to the person or persons occupying a lot in the development under any form of ownership and/or tenancy, or lease or sublease; or so occupying and claiming any such interest, whether one or more persons or entities; to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including a contract lessor, but excluding those having an interest merely as security for the performance of an obligation.

PROPERTIES

1.02 "Properties" shall mean and refer to that certain real property hereinbefore described in the John C. Miller and A.T. Turpin Surveys of Franklin County, Texas.

LOT

1.03 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plats and subdivision maps of the Development as now recorded or as may be recorded in the Map and Plat Records of Franklin County, Texas, on which there is or will be built a single family dwelling.

LOT USAGE RESTRICTIONS

1.04 Each and every lot in Northshore Addition is to be utilized for residential purposes only. Only residences may be erected, altered, placed or be permitted to remain on any lot. Said lots shall not be used for business purposes of any kind, or for any commercial manufacturing. However, short term rental of any house and lot shall not be deemed a commercial usage.

1.05 No trailer, tent, mobile home, shack, garage apartment, stable or barn shall be placed, erected or be permitted to remain on any lot in the subdivision, nor shall any structure of a temporary character be used at any time as a residence.

1.06 All residences shall be connected with water and electric services. All residences shall have septic systems which comply with the rules and regulations, and all amendments thereto, of the Franklin County Water District, Texas Water Quality Board, Texas State Department of Health and Texas Parks and Wildlife Department, all of which present and future rules and regulations are hereby incorporated by reference for all purposes.

1.07 Nothing herein contained shall be construed to prohibit construction of recreational facilities or similar man made edifices which do not detract from the natural topography and landscaping thereof and which are approved by the Architectural Control Committee. Maintenance of roads and of any common areas shall be the obligation of the Homeowners Association; such maintenance expenses to be paid out of the monthly assessment hereafter provided.

NORTHSHORE ADDITION HOMEOWNERS ASSOCIATION

1.08 "Homeowners Association" shall mean and refer to the Northshore Addition Homeowners Association, (hereinafter sometimes referred to as Homeowners Association), a non-profit nonincorporated organization which shall be comprised of the owners-lessees or sub-

lessees of the development, with each owner of a lot in the development having one vote (and each lot entitled to one vote without regard to the number or nature of the ownership of such lot). Membership in this organization shall be compulsory and shall be a condition under any deed and/or assignment of any lot within the development. Membership in the Homeowners Association shall pass with the title to a lot.

ARTICLE TWO
GENERAL PROVISIONS

ARCHITECTURAL CONTROL

2.01 No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made, until the details, construction plans, front elevation, 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 materials, harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.

ARCHITECTURAL CONTROL COMMITTEE

2.02 The Developer and the Homeowners Association shall appoint an Architectural Control Committee of not less than 3 members, one of which shall always be the Developer or his designee. The Architectural Control Committee shall either approve or reject all plans and specifications submitted to the Committee with a majority of 2 members voting in agreement, which committee shall serve at the pleasure of the Homeowners Association. THE DECISIONS OF THIS COMMITTEE SHALL BE BINDING. Upon the sale of all lots in Northshore Addition owned by Ron Barker, the developer shall no longer have any vote or control in the affairs of the Homeowners Association; and the decision of the Homeowners Association shall be binding relating to the property. The Developer reserves the right to designate two of the three members of the ACC until sixteen lots have been sold, at which time the HOA shall have the right to appoint two members and developer one member.

DURATION

2.03 The restrictions, covenants, and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner, lessee or sub-lessee of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners, lessees or sub-lessees of seventy-five percent (75%) of the lots has been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part.

Final termination in any event shall be the 25th day of April, 2084.

ENFORCEMENT

2.04 Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants or conditions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these articles; and failure or delay by Developer, his successors or assigns,

or any owner, to enforce any restrictions, covenant or condition herein contained shall in no event be deemed a waiver of their right to do so thereafter. No right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever, against Developer for, or on account of, his failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by Developer.

SUBORDINATION TO MORTGAGES

2.05 Breach of any of the conditions and restrictions hereof, or any reversion by reason of such breach, shall not defeat, impair, or render invalid the lien of any mortgage, deed of trust, or other valid encumbrance made in good faith for value as to affect such property.

OUTSIDE ANTENNAS

2.06 No freestanding outside antenna or dish antenna of any type shall be permitted to be installed on any lot in the subdivision, or on the common area unless approved as a community antenna by the HOA.

ARCHITECTURAL STYLING

2.07 The Architectural Control Committee of the Homeowners Association shall have final authority as to exterior styling of residences. Special emphasis shall be made to insure that said styling shall be compatible with the rustic, wooded setting of the Development. The interior of all residences shall be left entirely to the discretion of the owner/lessee. Any house built within the development shall have a minimum of 1,200 square feet of living space.

FAILURE OF COMMITTEE TO ACT

2.08 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of 30 days following such submission, approval by the Committee shall not be required, and the Developer shall be deemed to be and shall function as the Architectural Control Committee to grant approval.

ARCHITECTURAL PRECEDENCE

2.09 No precedent of any prior architectural decision shall be valid evidence as to effecting any other decision.

ARTICLE THREE
EXTERIOR MAINTENANCE

FAILURE TO MAINTAIN THE PREMISES

3.01 In the event an owner or lessee of any lot shall fail to maintain the premises and the improvements situated on any lot in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the owner and/or lessee of the said lot.

ROOFS

3.02 The roof of each private dwelling house, or boathouse erected upon any lot shall be constructed of wood shingles, cedar

shakes, sheet metal, or composition as may be approved by the Architectural Control Committee.

ARTICLE FOUR
ADDITIONAL USE RESTRICTIONS

NO FREE STANDING BUILDINGS

4.01 No free standing buildings of any kind shall be permitted, including, but not limited to, a trailer, tent, shack, garage, barn, tool shed, boat house, or other outbuilding, without obtaining approval of same from the ACC.

TEMPORARY FACILITIES

4.02 Facilities used in connection with any construction operations shall be subject to the approval of the Architectural Control Committee.

ANIMALS

4.03 No lot shall be used for the purpose of keeping, breeding, or raising animals or as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that the occupants of each residence may keep the usual and customary domestic or household pets. No commercial cat or dog kennel shall be permitted. Pets must be confined to the owner's premises or on a leash. NO PETS SHALL BE PERMITTED TO RUN AT LARGE. THIS WILL BE STRICTLY ENFORCED.

SUBDIVISION OF PROPERTY

4.04 No subdivision or re-subdivision of any lot or combination of lots other than as provided herein shall be permitted.

SANITATION AND UNSIGHTLY OBJECTS

4.05 Uncontained, open fires are expressly prohibited. All lots shall be kept clean and free of trash, rubbish, garbage, debris, or other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition inside garages, behind decorative fencing or otherwise hidden from view. Developer or HOA shall have the right to direct entry upon any lot for the removal of weeds, refuse piles or other unsightly objects or materials at the expense of the owner, and any such entry shall not be deemed as trespass. In the event a public or community sewer system becomes available, Developer and HOA shall have the power and authority to require connection of all residences to such system and to prohibit further use of septic tank systems.

SEWERAGE DISPOSAL

4.06 No individual sewerage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of local health authorities and in conformity with the minimum recommended standards of the Department of Health of the State of Texas. Approval of such system as installed shall be obtained from such authorities. Any such system shall have at least 170 feet of field line with a minimum 300 gallon septic tank.

UNUSED VEHICLES

4.07 No unused automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any lot, or on any residential street. "Unused vehicle" shall be defined as any vehicle which has not been operated for a period of two weeks or longer. Streets are not to be used for private parking except by visitors.

NUISANCES INCLUDING LOUD NOISES AND UNLICENSED VEHICLES

4.08 No noxious or offensive activity, including excessively loud music, shall be carried on upon any lot, nor shall anything be done thereon or any condition permitted to exist thereon which may be or become an annoyance, nuisance, or hazard to the health of the neighborhood.

No vehicle, including specifically motorcycles, motorbikes, motorscooters, minibikes, mopeds, without proper and approved mufflers and flame arresters, will ever be permitted in, on or about the development. All off the road, untagged and unlicensed vehicles are expressly prohibited. Loud and offensive noises, including those made by such vehicles, are declared to be an annoyance, nuisance and hazard to the health and well being of the neighborhood and are expressly forbidden.

DRIVEWAYS

4.09 All driveway locations shall be approved by the Architectural Control Committee. Lot owners shall install and provide steel or concrete culverts of a minimum diameter of eight inches in any road drainage ditch where driveway access to a lot is located, and shall keep said culvert open and clear of debris or dirt.

TRANSFER, RENTAL OR LEASING OF RESIDENCES

4.10 If an owner, lessee or sub-lessee elects to sell, transfer, or rent out a residence constructed on a lot or lots in Northshore Addition, it will always be with the understanding that such subsequent Owner, Lessee, or Sub-lessee will in no way abrogate his responsibility herein defined, and that any tenant in possession will abide by these restrictions exactly as though he were the owner, lessee or sub-lessee.

BILLBOARDS AND SIGNS

4.11 No billboards, signboards, or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot, except that one sign containing not more than five (5) square feet of surface area may be displayed in connection with the sale of an improved or unimproved lot. One master advertising sign at the entrance to the development shall be allowed.

ADDRESS SIGNS

4.12 Any address sign must be approved by the Architectural Control Committee prior to installation.

UTILITIES AND EASEMENT FOR UTILITY SERVICES

4.13 Developer makes no representation and there shall be no provision for natural gas or butane gas service. Individual service for gas may be obtained through tank storage but no gas transmission lines shall be permitted in the Development. Sewers and septic tank service shall be obtained by each individual lot owner subject to those

restrictions set forth in other provisions of these Covenants. The initial roads shall be provided by Developer allowing access to the exterior boundaries of each lot in the development and subject to the terms of Article Five herein. Developer makes no representation of recreational amenities and none are planned for Northshore Addition. Electric and telephone service shall be provided by public utility companies and shall be made available for each lot in the development. Water shall be made available for each lot in the development. Each lot owner shall bear the expense of paying any deposits, cooperative membership fees or other hookup fees or assessments incurred or required in obtaining water, electric and telephone service for his own individual use; and developer shall be responsible solely for making such service available in any event not later than six months after a lot shall be sold to a lot owner. There is reserved for the use of Developer to facilitate the orderly placement of utility services within the development, and for the use of all Owners within the Development, a five foot wide easement along the exterior boundary lines of each lot in the development (such easement being five feet wide commencing on the exterior boundary lines of each lot and being within the interior of each lot) for the installation, operation and maintenance of utilities and drainage facilities. And no permanent structure or other improvement shall be placed so as to interfere with the placement of utility services within such easement area.

HOUSE TRAILERS, ETC.

4.14 No house trailer, mobile home, camper, or similar wheeled vehicle shall be stored or parked on any street or lot. No boat trailer or boat shall be stored or parked on any street or lot for more than 7 days in any 14 day period.

COMMERCIAL OR TRANSPORT VEHICLES

4.15 No commercial-type vehicle and no trucks shall be stored or parked on any lot nor parked on any residential street except while engaged in delivery to or transport from a residence. For the purpose of this covenant, a 3/4 ton or smaller vehicle (commonly known as a pick-up truck) shall not be deemed to be a commercial vehicle or truck. No vehicle of any size which normally transports flammable or explosive cargo may be kept in the subdivision at any time.

EXCEPTIONS TO RESIDENTIAL USE

4.16 Notwithstanding anything to the contrary contained herein, Developer reserves unto himself, his heirs, successors and assigns, and designated agent or agents, the right to use any model home as a sales office, and to use any unsold lot or lots for temporary storage and use of construction equipment and materials, provided that such equipment and materials are for immediate use in construction or maintenance, unless secluded and hidden from public view.

AD VALOREM TAXES

4.17 Each lot owner shall bear the expense of paying ad valorem taxes as the same are assessed by taxing jurisdictions as to his individual lot.

ARTICLE FIVE
COVENANTS AND MAINTENANCE ASSESSMENTS

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

5.01 Each and every lot owner, by the acceptance of a deed, assignment or lease on a lot or lots in the said development, from either the Developer or any subsequent owner, lessee or sub-lessee, shall be deemed to covenant and agree to pay assessments or charges for the purposes set out hereafter, with such assessments to be fixed, established and collected as hereinafter provided. Such assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner, lessee or sub-lessee of such property at the time when the assessment fell due.

PURPOSE OF ASSESSMENTS

5.02 Ron Barker, as the Developer, agrees, at his own expense, to reasonably maintain all roads in the development until designated and dedicated to the Homeowners Association. Ron Barker, as the Developer, reserves the right to assess maintenance charges against lot owners on a proportionate charge based on total lots within the Development prior to final assignment of roads over to the HOA.

When the Developer has sold, leased, or sub-leased all lots in the development, the Homeowners Association shall at that time assume, at its expense, the responsibility for the reasonable maintenance of all roads in the development. Until such time as HOA assumes responsibility for the reasonable maintenance of all of the roads in the development, it will act as the agent for the Developer in the collection of assessments. Payments are to be made and directed to the Treasurer of HOA who will remit monthly all such collections, in full to the Developer.

The payments herein provided to be remitted to the Developer are intended to reimburse the Developer in whole or in part, as the case may be, for his expenses incurred in such maintenance but, if in part only, shall not diminish the duty of the Developer to so maintain such roads and area at his own expense until such maintenance is assumed by HOA as provided herein.

Upon notification to HOA by the Developer that all of the lots in the development have been sold or subleased, the duties and obligations of the Developer for such maintenance shall forthwith cease and terminate and from and thereafter the cost and responsibility for all such payments of assessments to the Developer shall immediately cease and terminate and from and thereafter HOA shall be entitled to retain in full all such assessments to, among other things, defray its costs for such maintenance.

BASIS AND MAXIMUM OF MONTHLY ASSESSMENTS

5.03 Monthly maintenance assessments shall begin with the first day of the month following execution of a Deed, Assignment or other instrument conveying rights to a lot, and the initial monthly assessment shall be $15.00 per lot.

CHANGE IN ASSESSMENTS

5.04 Following the assumption by HOA of the responsibility and the cost for maintaining all of the roads in the development, there may be an additional increase or decrease of the monthly assessments if approved by at least two-thirds of the votes cast at a meeting of HOA called for the purpose of considering such increase or decrease.

DUE DATE OF ASSESSMENTS

5.05 The monthly assessments provided for herein shall become automatically due and payable on the 1st day of each month after the commencement date herein above set out, unless the HOA shall elect to bill assessments quarterly or on some longer periodic basis.

5.06 The Treasurer of HOA shall maintain a roster of the lots and assessments applicable thereto, which shall be maintained and shall be open to inspection by any owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every owner subject thereto.

The HOA shall upon demand at any time furnish to any owner, lessee or sub-lessee liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the HOA for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The HOA shall, on or before April 15th of each year, prepare a statement of receipts and application of funds for the preceding calendar year.

EFFECT OF NON-PAYMENT OF ASSESSMENT; PERSONAL OBLIGATION OF OWNER; LIEN REMEDIES OF COLLECTOR

5.07 If the assessments are not paid on the date due, then such assessments shall become delinquent and shall bear interest at the highest lawful rate, and together with such interest thereon and cost of collection thereof as hereinafter provided, shall forthwith become a continuing lien on the property which shall bind such property in the hands of the then owner, lessee or sub-lessee and his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the HOA may bring an action at law against the Owner, lessee or sub-lessee personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No owner, lessee or sub-lessee may waive or otherwise escape liability for the assessments provided for herein by non-usage of the facilities or abandonment of his property.

SUBORDINATION OF THE LIEN TO MORTGAGES

5.08 The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments, provided, however, that such subordination shall apply only to the assessments which have

become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE SIX

RULES OF FRANKLIN COUNTY WATER DISTRICT

6.01 All rules of Franklin County Water District (or its successor) shall prevail. As original Lessors, their rules and regulations shall be enforced as if they were a part of these Deed Restrictions and each owner, lessee or sub-lessee of individual lots in the Northshore Addition shall make himself aware of said rules and regulations and remain current as to changes. An annual rental per lot based on an acreage rental of $85.00 per year shall be due Franklin County Water District on the 26th day of April of each year.

SEVERABILITY

6.02 Invalidation of any one of these Restrictions, Covenants or Conditions by judgment or court order or by conflict with Franklin County Water District rules and regulations shall in nowise affect any other provision which shall remain in full force and effect. In the event any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of a period of time herein stated for which the same shall be effective, then, in that event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Texas.

EXECUTION

6.03 WHEREFORE, intending to be bound to the extent set out herein and prior to the sale, lease or conveyance of any lot in Northshore Addition and intending that every subsequent owner or lessee and their successors in interest to any lot or lots in Northshore Addition be bound by all of the provisions of these Covenants, Conditions, Restrictions and Reservations effective immediately upon being filed of record with the County Clerk of Franklin County, Texas, I have executed and acknowledged this instrument this 15th day of May, 1985.

Ron Barker

THE STATE OF TEXAS §
§
COUNTY OF FRANKLIN §

BEFORE ME, the undersigned authority, on this day personally appeared RON BARKER, who, after being first duly sworn, stated he was the Owner/Lessee/Developer of Northshore Addition, Franklin County, Texas, and that he had executed the foregoing Declaration of Covenants, Conditions, Reservations and Restrictions to bind each and every future Owner, Lessee or Sub-Lessee of any said lot or lots.

SUBSCRIBED AND SWORN TO before me the undersigned authority this 23 day of July, 1985.

Billy F Hicks
Notary Public, State of Texas
Notary's printed name:
BILLY F. HICKS

My commission expires:
Oct 6, 1988

THE STATE OF TEXAS
COUNTY OF FRANKLIN

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 23rd day of July, A.D. 19 85 at 11:10 o'clock A M., and was duly recorded by me on the 23rd day of July in Vol., 189, page 402, of the Deed, Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Mt. Vernon, Texas, the day and year last above written.

COUNTY COURT OF FRANKLIN COUNTY TEXAS

Wanda Johnson
Wanda Johnson, Franklin County Clerk
Mt. Vernon, Texas

By Melba Eldridge Deputy

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FIRST AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS PERTAINING TO

NORTHSHORE ADDITION

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FRANKLIN §

WHEREAS, the Declaration of Covenants, Conditions, Reservations and Restrictions Pertaining to Northshore Addition, hereinafter sometimes referred to as "Covenants", are shown of record in Volume 189, page 402, Deed Records of Franklin County, Texas; and

WHEREAS, a meeting of the Northshore Addition Homeowners Association, hereinafter sometimes referred to as HOA, was held on May 26, 1990, at which a quorum was present; and

WHEREAS, certain agreements were entered into with Ron Barker, as the Developer, and certain amendments to the Covenants were voted upon by those present:

NOW THEREFORE, the following sections of the Covenants are hereby amended as follows:

Pursuant to Section 5.02, Ron Barker, as the Developer, was to maintain all roads in the development until designated and dedicated to the HOA. At the meeting of the HOA held on May 26, 1990, Ron Barker did transfer all roads in the development to the Homeowners Association.

Pursuant to Section 5.04 and following assumption by HOA of the responsibility and the cost for maintaining all of the roads in the development, by two-thirds of the votes cast at the meeting held on May 26, 1990, it was agreed as follows:

1) Section 5.03 of the Covenants shall be amended to provide that no monthly maintenance fees shall be assessed to Ron Barker for ownership of any lots within the Northshore Development. Section 5.03 of the Covenants shall be amended to provide that monthly maintenance fees shall be assessed to each property owner in the development (other than Ron Barker) at the rate of $15.00 per month for the first lot and $5.00 per month for each additional lot up to five (5) lots. The maximum amount to be charged against an owner of multiple lots shall be based on the actual number of lots owned, but not exceeding the fee for five (5) lots.

2) Increases in maintenance fees shall not exceed eight percent (8%) per year per lot. This increase shall not be cumulative (if an increase is not taken in 1991, the maximum increase in 1992 shall be only eight percent (8%). The maximum increase in the maintenance fee shall be eight percent (8%) of the then current maintenance fee in any one calendar year.

Executed as of the 26 day of May, 1990.

NORTHSHORE HOMEOWNERS ASSOCIATION:

Oscar Bennett
OSCAR BENNETT,
President

Marshall Nelson
MARSHALL NELSON,
Vice President

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