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AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTH SPRING,
SECTION ONE, A SUBDIVISION IN HARRIS COUNTY, TEXAS

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AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTH SPRING,
SECTION FOUR, A SUBDIVISION IN HARRIS COUNTY, TEXAS

ll Joe

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTH SPRING,
SECTION 5, A SUBDIVISION IN HARRIS COUNTY, TEXAS

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AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTH SPRING,
SECTION 6, A SUBDIVISION IN HARRIS COUNTY, TEXAS

HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

Rebecca R. Keefner

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FILED

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AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NORTH SPRING,
SECTION TEN, A SUBDIVISION IN HARRIS COUNTY, TEXAS

ll

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

WHEREAS, the undersigned are owners of lots in the North Spring Subdivision, Sections One, Four, Five, Six and/or Ten according to the maps or plats thereof recorded in the map Records of Harris County, Texas, as follows:

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 1.

2000-55-235

Section One
Section Four
Section Five
Section Six
Section Ten

Volume 214, Page 87
Volume 237, Page 30
Volume 248, Page 70
Volume 248, Page 58
Volume 285, Page 138

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for North Spring, **Section One**, hereinafter referred to as "Section One Deed Restrictions" as recorded in File number E226289 of the Real Property Records of Harris County, Texas on the 8th day of August, 1974; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for North Spring, **Section Four**, hereinafter referred to as "Section Four Deed Restrictions" as recorded in File number E789730 of the Real Property Records of Harris County, Texas on the 11th day of June, 1976; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for North Spring, **Section Five**, hereinafter referred to as "Section Five Deed Restrictions" as recorded in File number F088938 of the Real Property Records of Harris County, Texas on the 19th day of March, 1979; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for North Spring, **Section Six**, hereinafter referred to as "Section Six Deed Restrictions" as recorded in File number F088937 of the Real Property Records of Harris County, Texas on the 29th day of March, 1977; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for North Spring, **Section Ten**, hereinafter referred to as "Section Ten Deed Restrictions" as recorded in File number G009063 of the Real Property Records of Harris County, Texas on the 19th day of March, 1979; and

WHEREAS, the above Deed Restrictions for Section One, Section Four, Section Five, Section Six and Section Ten shall be collectively referred to as "Deed Restrictions," herein; and

WHEREAS, the North Spring Community Improvement Association, Inc., ("NSCIA") is a Texas Non-Profit Corporation and a property owner's association acknowledged and empowered by the Deed Restrictions as the designated representative of the owners of property in the North Spring Subdivision; and

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 2.

WHEREAS, the duly elected directors of the NSCIA have studied, observed and reported that the maintenance fees assessed the members of the NSCIA under the Deed Restrictions are inadequate to continue to provide the services and benefits currently being provided to North Spring homeowners, including, constable security patrols, street lights, playgrounds, swimming pools, clubhouses and maintenance of common areas; and

WHEREAS, it is agreed that a reduction in the present level of services and amenities provided by the NSCIA will have an adverse effect on the property values of all homeowners in the North Spring Subdivision, the homeowner's and NSCIA members signing below have agreed to amend each of the respective section's deed restrictions to allow for the collection of additional maintenance fees;

NOW THEREFORE, in consideration of the mutual benefits flowing herefrom, the undersigned, constituting a majority of the homeowners in North Spring, Section One, North Spring, Section Four, North Spring, Section Five, North Spring, Section Six and North Spring, Section Ten, respectively, hereby amend the respectively applicable deed restrictions as follows;

Section One Deed Restrictions are hereby amended as follows:

ARTICLE VI - MAINTENANCE CHARGE, beginning on page 13 (film code 108-03-1652), and containing Sections 1, 2, and 3, same ending on page 15 (film code 108-03-1654) is deleted in its entirety; and the italicized language below, including section numbers, shall be substituted therefor under the heading,

ARTICLE VI;

Section Four Deed Restrictions are hereby amended as follows:

ARTICLE VI - MAINTENANCE CHARGE, beginning on page 13 (film code 142-15-0179), and containing Sections 1, 2, and 3, same ending on page 15 (film code 142-15-0181) is deleted in its entirety; and the italicized language below, including section numbers, shall be substituted therefor under the heading,

ARTICLE VI;

Section Five Deed Restrictions are hereby amended as follows:

ARTICLE VI - MAINTENANCE CHARGE, beginning on page 13 (film code 161-18-0131), and containing Sections 1, 2, and 3, same ending on page 15 (film code 161-18-0133) is deleted in its entirety; and the italicized language below,

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 3.

including section numbers, shall be substituted therefor under the heading,
ARTICLE VI;

Section Six Deed Restrictions are hereby amended as follows:

ARTICLE VI - MAINTENANCE CHARGE, beginning on page 13 (film code 161-18-0112), and containing Sections 1, 2, and 3, same ending on page 15 (film code 161-18-0014) is deleted in its entirety; and the italicized language below, including section numbers, shall be substituted therefor under the heading,
ARTICLE VI;

Section Ten Deed Restrictions are hereby amended as follows:

ARTICLE VI - MAINTENANCE CHARGE, beginning on page 15 (film code 123-81-1717), and containing Sections 1, 2, and 3, same ending on page 17 (film code 123-81-1719) is deleted in its entirety; and the italicized language below, including section numbers, shall be substituted therefor under the heading,
ARTICLE VI;

[Under the heading, ARTICLE VI]

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION I. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. *The Declarant, for each Lot within the Subdivision which is, shall be or thereafter becomes subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed, therefor, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:*

- (a) *Annual assessments or charges; and*
- (b) *Special assessments for capital improvements.*

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 4.

Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any and all of the following purposes: lighting, improving and maintaining streets, alleyways, sidewalks, paths, parks, parkways, and esplanades in the Subdivision; payment of legal and all other expense incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing for the planting and upkeep of trees, grass and shrubbery on esplanades and easements and in the Community Properties; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 3. BASIS AND MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. Beginning January 1, 2001, the maximum annual assessment shall be \$170.00 per Lot. Beginning January 1, 2003, the maximum annual assessment shall be \$220.00 per Lot. After January 1, 2003, the maintenance assessment may only be raised upon approval of the members by vote as described in Section 5, below.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 5.

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, or unexpected repair or replacement of a particular capital improvement located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of the Members as set forth in Section 3 above.

SECTION 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 OR 4 HEREOF. The quorum for any action authorized by Sections 3 or 4 herein shall be as follows:

At the first meeting called, as provided in Section 3, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Both annual and special assessments on all Lots, whether or not owned by the Declarant, shall be fixed at uniform rates provided, however, the rate applicable to Lots that are owned by Declarant or a Builder and are not occupied as residences shall be equal to one-half (1/2) of the full assessment as set by the Board of Directors of the Association. The rate of assessment for each Lot shall change as the character of ownership and the status of occupancy changes.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof at the Owner's address as carried in the records of the Association. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 6.

forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the Vendor's Lien herein retained against the Lot. Interest accruing on past due assessments at the maximum rate permitted by law, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the Vendor's Lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and such Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Vendor's Lien. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Properties or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and charges due the Association, but the Vendor's Lien shall be subordinate to any valid purchase money lien or valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect the Vendor's Lien provided, however, the sale or transfer of any Lot pursuant to a judicial or non-judicial foreclosure under the aforesaid superior liens shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the Vendor's Lien herein retained to any other mortgage, lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine. [END OF ADDITION].

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 7.

AS HEREIN AMENDED, the Deed Restrictions shall remain in full force and effect for the term therein provided.

IN WITNESS WHEREOF, this Amendment is executed and adopted in multiple counterpart, but collectively shall constitute but one instrument, such execution and adoption occurring in the manner prescribed under the Deed Restrictions and/or Chapter 204, Texas Property Code.

THIS AMENDMENT shall be effective from and after the first day of April, 2000.

NORTH SPRING COMMUNITY IMPROVEMENT ASSOCIATION, INC.

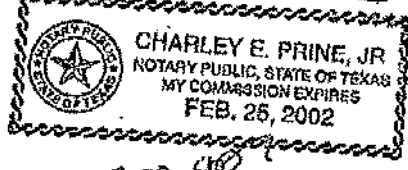
BY: [Signature]
Jerry Chesnutt, Director

BY: [Signature]
Jerónimo Provençio, Director

BY: [Signature]
Ben Shepherd, Director

BY: [Signature]
Lisa Backus, Director

BY: [Signature]
Kathy Okulewicz, Director



STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared, Jerry Chesnutt, Lisa Backus, Ben Shepherd, and Kathy Okulewicz, Directors, of the North Spring Community Improvement Association, Inc., each being known to me personally and each acknowledged to me that he or she executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation, a Texas Non-Profit Corporation, and on behalf of said corporation

28 June 2000

[Signature]
Jerónimo Provençio

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

I have received a copy of the deed restrictions affecting my property and I APPROVE AND CONSENT to these Amendments:

Signature	Printed Name	Owner's Address

AS HEREIN AMENDED, the Deed Restrictions shall remain in full force and effect for the term therein provided.

IN WITNESS WHEREOF, this Amendment is executed and adopted in multiple counterpart, but collectively shall constitute but one instrument, such execution and adoption occurring in the manner prescribed under the Deed Restrictions and/or Chapter 204, Texas Property Code.

THIS AMENDMENT shall be effective from and after the first day of April, 2000.

NORTH SPRING COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

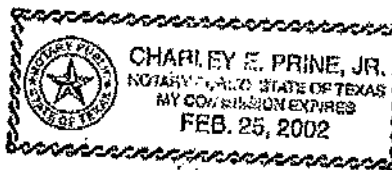
BY: _____
Jerry Chesnutt, Director

BY: Lisa Backus
Lisa Backus, Director

BY: _____
Jeronimo Provencio, Director

BY: _____
Kathy Okulewicz, Director

BY: _____
Ben Shepherd, Director



STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, ¹²⁻⁴⁻⁰⁰ personally appeared, ~~Jerry Chesnutt, Lisa Backus, Ben Shepherd, and Kathy Okulewicz~~ ^{OKR} Directors, of the North Spring Community Improvement Association, Inc., each being known to me personally and each acknowledged to me that he or she executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation, a Texas-Non-Profit Corporation, and on behalf of said corporation ^{APR}

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

I have received a copy of the deed restrictions affecting my property and I APPROVE AND CONSENT to these Amendments:

Signature	Printed Name	Owner's Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 8.

Filer's Note

The following 284 pages, as filed with the Harris County Real Property Records Division of the Harris County Clerk's Office, contain homeowner's signatures approving the preceding Amendments and NO ADDITIONS TO, OMISSIONS FROM, OR MODIFICATIONS of, the Amendments recorded in the preceding 9 pages.

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AS HEREIN AMENDED, the Deed Restrictions shall remain in full force and effect for the term therein provided.

IN WITNESS WHEREOF, this Amendment is executed and adopted in multiple counterpart, but collectively shall constitute but one instrument, such execution and adoption occurring in the manner prescribed under the Deed Restrictions and/or Chapter 204, Texas Property Code.

THIS AMENDMENT shall be effective from and after the first day of April, 2000.

NORTH SPRING COMMUNITY
IMPROVEMENT ASSOCIATION, INC.

BY: _____
Jerry Chesnutt, Director

BY: _____
Lisa Backus, Director

BY: _____
Jeronimo Provencio, Director

BY: _____
Kathy Okulewicz, Director

BY: _____
Ben Shepherd, Director

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared, Jerry Chesnutt, Lisa Backus, Ben Shepherd, and Kathy Okulewicz, Directors, of the North Spring Community Improvement Association, Inc., each being known to me personally and each acknowledged to me that he or she executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation, a Texas Non-Profit Corporation, and on behalf of said corporation

NOTARY PUBLIC, STATE OF TEXAS

I have received a copy of the deed restrictions affecting my property and I APPROVE AND CONSENT to these Amendments:

Signature: Jeffrey H. Bennett Printed Name: Jeffrey H. Bennett Owner's Address: 23950 Farm Hill Rd.

Signature: Pat V. Don Campbell Printed Name: Pat Campbell Owner's Address: 23902 Farm Hill Rd.

Signature: Margie Horavec Printed Name: MARGIE HORAVEC Owner's Address: 23913 Farm Hill Rd.

Signature: Scott Kuvach Printed Name: Scott Kuvach Owner's Address: 23811 Farm Hill

Signature: Edward J. Alski Printed Name: Edward J. Alski Owner's Address: 23805 Farm Hill Rd.

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 8.

AS HEREIN AMENDED, the Deed Restrictions shall remain in full force and effect for the term therein provided.

IN WITNESS WHEREOF, this Amendment is executed and adopted in multiple counterpart, but collectively shall constitute but one instrument, such execution and adoption occurring in the manner prescribed under the Deed Restrictions and/or Chapter 204, Texas Property Code.

THIS AMENDMENT shall be effective from and after the first day of April, 2000.

2

NORTH SPRING COMMUNITY IMPROVEMENT ASSOCIATION, INC.

BY: Jerry Chesnutt, Director

BY: Lisa Backus, Director

BY: Jeronimo Provencio, Director

BY: Kathy Okulewicz, Director

BY: Ben Shepherd, Director

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared, Jerry Chesnutt, Lisa Backus, Ben Shepherd, and Kathy Okulewicz, Directors, of the North Spring Community Improvement Association, Inc., each being known to me personally and each acknowledged to me that he or she executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation, a Texas Non-Profit Corporation, and on behalf of said corporation

NOTARY PUBLIC, STATE OF TEXAS

I have received a copy of the deed restrictions affecting my property and I APPROVE AND CONSENT to these Amendments:

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Signature: Gary J. Folkes Printed Name: GARY J. FOLKES Owner's Address: 23907 SPRING GUM

Signature: Lillie M. Folkes Printed Name: Lillie M. Folkes Owner's Address: 23907 Spring Gum

Signature: Charles W. Swank Printed Name: CHARLES W. SWANK Owner's Address: 23819 Spring Gum

Signature: Bernard Baugh Printed Name: BERNARD BAUGH Owner's Address: 22819 Fern Hill

Signature: Eliza Molina Printed Name: ELIZA MOLINA Owner's Address: 25106 Spring Gum

Amendment to the Deed Restrictions of North Spring, Sections One, Four, Five, Six and Ten; Page 8.