

COVENANTS AND RESTRICTIONS  
ON AND FOR  
NORTH SHORE SUBDIVISION, UNIT 1

STATE OF TEXAS                   X  
                                  X     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF EASTLAND           X

WHEREAS, KENMOR PROPERTIES, LLC (hereinafter referred to as the "Developer") is the owner and developer of the following described property:

ALL those Lots in the North Shore Subdivision, according to the map and plat thereof, filed of record in the Plat Cabinet Records of Eastland County, Texas and any and all Lots purchased by Developer that are in the Utley Subdivision of Lake Leon, Eastland County, Texas.

(such plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all purposes); and

WHEREAS, Developer will convey fee title to the lots above described to third parties; and

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of the North Shore Subdivision (including, but not limited to; (a). preserving the natural beauty of the property; (b). minimizing the erection of unsuitable structures; and (c). encouraging harmonious architectural schemes and advancing the highest and best development use of the property) Developer desires to implement the following restrictions, conditions and use limitations.

NOW, THEREFORE, in order to create and carry out a general and uniform plat for the North Shore Subdivision (hereinafter referred to as the "the Subdivision") and for the benefit of the present and future owners of lots in the Subdivision, Developer does (subject to Developer's right to amend the following covenants, conditions and restrictions, which shall be applicable to all and within the Subdivision.

I.PROPERTY OWNERS ASSOCIATION

1. Each and every owner of a lot within the Subdivision shall become a member of the Eastland North Shore Property Owners' Association, Inc., a Texas non-profit corporation (hereinafter referred to as "the Association"), which Association shall manage, maintain, and care for the common facilities of the Subdivision. Use of the common facilities shall be limited to the lot owners (and their children under 21 years of age, adult children actually residing with lot owners, and their accompanied guests) and the Developer (and it's guests or invitees).

2. The Association shall have the right and authority to (a). issue rules and regulations applicable to the common facilities and areas within the Subdivision; (b). collect maintenance fees, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by the law; (c). implement a process involving lien rights and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations; (d). permit the usage of lots for streets, parking areas, uses normally associated with the customary development of a subdivision and uses hereon mandated, directed or encouraged by government authorities having jurisdiction over the Subdivision; and (e). exercise such other rights granted it under, and in accordance with, the Articles of Incorporation and Bylaws of the Association.

3. The Association shall appoint an Architectural Control Committee (hereinafter called the "Committee"), composed of one or more individuals. The Committee shall function as the representative of the owners of lots in the Subdivision to provide for and assist in maintenance, preservation and architectural control of the Subdivision. A majority of the Committee may designate a representative to act for it. No improvement or structure of any nature shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plat (showing the location of such improvement on the Lot) have been submitted to and approved by the Committee. If the Committee, or its' designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after actual receipt of such plans, then the Committee approval shall be presumed.



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II.  
RESTRICTIONS

(1) All lots in the Subdivision shall be used, known and described as single-family residential lots only and no duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted except on such lots as have been or may be set aside by Developer or the Association solely for use as amenities, common areas, roads and as may otherwise be required for the development of the Subdivision.

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(2) No commercial activity or use shall be conducted on or from any lot within the Subdivision, provided, however, that the sale or resale of lots in the Subdivision, the use of lots for drill sites or the use of lots for utility services shall not be considered to be commercial activity. No lots may be resubdivided in any fashion, except that any person owning two or more adjoining lots may consolidate such lots into one building site, with the right of constructing improvements as otherwise permitted in these Covenants and Restrictions.

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(3) Each residential dwelling constructed on any lot in the Subdivision shall contain a minimum of two thousand five hundred (2,500) square feet of covered floor area, exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. Accepted from the footage requirements of two thousand five hundred (2500) square feet as referred to above is any lot in the "Utley Subdivision Lots" which was platted in 1978. The requirements for footage on these lots shall be sixteen hundred (1600) square feet minimum, of covered floor area, exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. No residential dwelling or structure on any lot shall exceed two (2) stories in height. The outside wall of each residential dwelling constructed on the lots in the Subdivision, including the "Utley Subdivision Lots" shall consist of not less than seventy five percent (75%) of masonry construction, consisting of brick, ledgerstone, fieldstone or native types of stone veneer.

(4) No mobile homes, modular homes, prefabricated structures or improvements containing metal or asbestos exterior siding or metal, tarpaper or roll-type exterior or plat roofs shall be permitted on any lot with the Subdivision. All improvements must be constructed "on-site" and all construction must be of new materials, except stone,

brick, inside structural material or other materials used for decorative effect, provided, such use is approved in writing by the Committee.

(5) Storage buildings may be constructed on all lots in the Subdivision subject, however, to the restrictions of Article II, paragraph (4) of these Covenants and Restrictions.

(6) Each lot must have a private septic system which must be installed in such a manner that is approved by all county and state regulatory agencies which might have jurisdiction over such matters. No structure may be used as a residential dwelling on the lots (either temporary or permanent) without first being connected to such septic system.

(7) No individual wells may be drilled on any lot for the purpose of providing potable water. Potable water is supplied by a central water system serving all lots in the Subdivision. No structure may be used as a residential dwelling (either temporary or permanent) without first being connected to the central water system.

(8) Driveways shall be required on improved lots and shall be constructed of a permanent wearing surface. Culverts for driveways, when deemed necessary by the Committee shall be at least twelve feet (12') in length and twelve inches (12") in diameter, with a concrete headway on both ends of the culvert. Greater dimensions may be required by the Committee to meet specific drainage requirements. The headwall shall extend six inches (6") above the culvert, eighteen inches (18") diagonally on either side of the culvert and have thickness of at least eight inches (8").

(9) Except as hereafter provided, no improvements shall be constructed on any lot within thirty feet (30') of the front lot lines, within ten feet (10') of the rear lot lines, and within ten feet (10') of the side lot lines. No improvements shall be constructed within twenty feet (20') of any power lines, except that fences may be constructed within ten feet (10') of such power lines.

(10) Fences may be constructed on any lot in the Subdivision subject to approval of the Committee, but may not create a safety hazard or create a sight-line hazard at any intersection of Subdivision Streets. All fences constructed on any lot adjoining the Lone Cedar Country Club Golf Course must be constructed of materials so as not to



obstruct any view of the gold course from such lot. No privacy fences shall be allowed on any lot adjoining the Lone Cedar Country Club Golf Course.

(11) Personal entrances from any road outside the boundaries of the Subdivision to any lot within the Subdivision are prohibited. Subdivision perimeter fences may not be cut or removed by any party except by Developer or the Association.

(12) Any improvement (other than fences) commenced upon a lot shall be completed, as to exterior finish and appearance, within eight (8) months from the commencement date.

(13) No recreational vehicle, bus or other vehicle, temporary structure, tent, shack, barn, storage building or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.

(14) There is reserved for Developer, the Association, and their assigns, a twenty foot (20') wide utility and drainage easement along the front and rear lot lines of each lot in the Subdivision and a five foot (5') utility and drainage easement along the side lot lines of each lot within the Subdivision for the installation and maintenance of utilities and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct, or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of the owner situated within any such easement. The easement area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

(15) Individual mailboxes shall be permitted on any lot in the Subdivision and must be approved by the Committee.

(16) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the Subdivision. Without limiting the generability of the foregoing provision, devices emitting excessive noise, noisy or smoke vehicles and

devises which interfere with television or radio reception of any lot owner shall be considered offensive activities.

(17) Each lot shall be kept and maintained in a neat and orderly conditions, with weeds, grass and/or unsightly growth property controlled. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. Trash shall be kept only in sanitary containers located in appropriate areas screened or concealed from public view. In the event any lot is not property maintained, or cleaned upon within thirty (30) days after receipt of written notice of a violation hereunder, the Association may clean up such lot or hire outside services to do so and charge the lot owner for such services, which charges, however, shall be reasonable and customarily charged in the area for comparable services. Unpaid fee shall become a charge and lien upon such lot.

(18) No farm animals will be allowed within the Subdivision. Household pets shall be permitted, provided they are not kept, bred or maintained for commercial purposes. No pet shall be allowed to roam free. When out of doors, pets must be either (a) fenced in; (b) kept in a humane enclosure, approved by the Committee; or (c) kept on a leash. No pet shall be kept within the Subdivision which creates a public nuisance and any such pet determined by the Association to be such a nuisance shall be removed therefrom within five (5) days of the date owner thereof is notified in writing of that decision.

(19) No ground fires shall be built or maintained on any lot. Burning of trash within the Subdivision is prohibited.

(20) No camping shall be permitted on any lot, except such lots or tracts which may, from time to time, be set aside by Developer or the Association, if any, as courtesy camping area for the benefit of all lot owners.

(21) No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Committee.

(22) Discharging of firearms or fireworks within the Subdivision is prohibited.

(23) No hunting shall be permitted within the Subdivision.



(24) Fishing from ponds within the Subdivision is permitted only from the common area along Subdivision ponds.

(25) Parking on the streets within the Subdivision (temporarily or permanently) is prohibited. All vehicles must be parked on each owner's lot, provided that, neither the driveways, nor front or back yards of lots within the Subdivision shall be used to park or store (temporarily or permanently) trucks in excess of one (1) ton, damaged, wrecked, or inoperable cars, buses, machinery, equipment, semi-trailers in excess of eighteen feet (18'), airplanes, boats, nor used to store lumber, supplies, or other materials. This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him or her and located in this or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles at or on any such lots by invited guests and visitors of such lot owner for periods not exceeding two (20) consecutive weeks.

(26) Recreational vehicles may be kept within the back one-half (1/2) of any lot, provided, that the lot has a residential dwelling. At no time shall the recreational vehicle be used as a permanent residence.

(27) All posted traffic signs within the Subdivision must be obeyed. Violations of any posted traffic signs will subject violators to a ten dollar (\$10.00) fine per incident.

### III.

#### COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

(1) Each owner shall comply strictly with the provisions of these Covenants and Restrictions, the Declarations and the Bylaws, rules, regulations and decisions of the Association, adopted pursuant thereto and as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds from an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all costs and attorney's fees incurred in connection therewith and interest on all such amounts at the highest lawful rate. Enforcement of these covenants and restrictions may be by any person or persons owing a lot in the Subdivision, by the Association or the Committee (through any of its members) or by the Developer, against

any person or persons violating or attempting to violate any covenant or restriction herein contained.

(2) The Association may levy a charge of five dollars (\$5.00) per day against any lot owner who is determined by the Association to be in violation of any of these restrictive covenants. The lot owner shall be notified in writing of the determination of the Association and the nature of the violation and shall be given ten (10) days from the date of notification with which to correct such violation(s). If the violation is not corrected within said ten (10) day period, the per day charge shall be assessed against the lot owner, beginning with the date of notification and shall accrue until such correction.

(3) Each and every owner covenants and promises to pay the Association, when due any and all dues and fees assessed by the Association. Any dues and fees not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of ten dollars (\$10.00) or such other or additional amounts as may be set by the Association and permitted applicable by law. Each and every owner of any and all lots within the Subdivision covenants and agrees that the Association and its successors and assigns shall have a lien upon their lot (s), inferior only to the lien for taxes and any duly recorded mortgages, to secure the payment of any dues and fees in default and any reasonable court costs and attorney's fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing or a statement by the Association in the Official Public Records of Eastland County, Texas, attesting to such default.

(4) No sale, transfer, lease or disposition of any lot in the Subdivision shall be consummated unless and until the name and address of the purchase or transferee has been provided to the Association. The original lot owner shall remain liable for all fees and assessments hereunder until the new owner's name is entered into the Association's records.

(5) Violation of, or failure to comply with, the Covenants and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the lot. Invalidation of any one of the covenants or restrictions contained herein, or any portion thereof, by a judgment or court order shall not affect any of the other covenants or restrictions herein contained, which shall remain in full force and effect. In the event any portion of these



Covenants and Restrictions conflicts with mandatory provisions of any ordinance or regulation, promulgated by any governmental agency which may have jurisdiction over the Subdivision, then such governmental requirement shall control. Any deed of legal instrument (except deeds of trust, mortgages, or other similar security agreements) purporting to convey, transfer or assign any interest in the lot shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to these Covenants and Restrictions.

(6) The Covenants and Restrictions herein shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a lot, shall thereby agree and covenant to abide by and perform all of the covenants and restrictions set forth herein.

(7) The right to amend the Covenants is expressly retained by the Developer.

When the context requires, singular nouns and pronouns include the plural.

KENMOR PROPERTIES, LLC

BY:

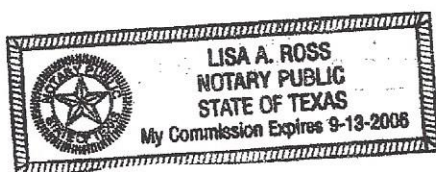
*Kenneth K. Laughlin*  
KENNETH K. LAUGHLIN,  
Manager

(CORPORATE ACKNOWLEDGMENT)

STATE OF TEXAS X

COUNTY OF EASTLAND X

This instrument was acknowledged before me on this the 30 day of July, 2006, by KENNETH K. LAUGHLIN, Manager of KENMOR PROPERTIES, LLC, a Texas limited liability company, on behalf of said company.



*Lisa A. Ross*  
Notary Public, State of Texas

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Filed for Record in:  
Eastland County

On: Jul 20, 2006 at 03:06P

As a  
Recordings

Document Number: 02602908

Amount 48.00

Receipt Number - 39806

By:  
Sonja Hare

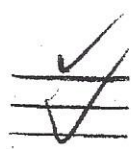
STATE OF TEXAS COUNTY OF EASTLAND  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:

Eastland County

Any provision herein which restricts the sale,  
rental, or use of the described Real Property  
because of color or race is invalid and  
unenforceable under federal law.

Jul 20, 2006

REGISTERED  
COMPARED  
INDEXED



Cathy Jentho, County Clerk  
Eastland County

*J. Lone Cedar*  
*P.O. Box 126*  
*Eastland Tx. 76448*



Eastland County  
Cathy Jentho  
County Clerk  
Eastland, TX 76448

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Instrument Number: 2009-002876

As

Recorded On: 09/28/2009 03:19 PM      Recordings

Document Type: AMENDMENT

Number of Pages: 3 Pages

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(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows:\*\***

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**\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\***

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed on the date and time stamped herein and  
was duly recorded in the Official Public Records of Eastland County, Texas



A handwritten signature in cursive script, reading "Cathy Jentho", is written over a horizontal line.

Cathy Jentho  
Eastland County Clerk

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Record and Return To:

MORRIS GREENHAW  
PO BOX 126

EASTLAND, TX 76448



**AMENDMENT TO COVENANTS AND RESTRICTIONS**  
**ON AND FOR**  
**NORTH SHORE SUBDIVISION, UNIT 1**

THIS AMENDMENT is entered into this 28 day of September, 2009, by the undersigned Developer and Owner of all lots located in North Shore Subdivision, Unit 1, as per the Official Plat recorded in Slide 200, Plat Cabinet Records ("the Property").

WHEREAS the undersigned desire to amend certain Covenants and Restrictions recorded in Volume 2440, Page 218, Official Public Records of Eastland County, Texas.

NOW THEREFORE, in consideration of the mutual covenants contained Herein and in the original instrument, and for the purpose of carrying out a uniform plan for the improvement and development of the Property, the undersigned do hereby modify and amend said Covenants and Restrictions as follows:

The present language in Article I, Paragraph 3 of the Covenants and Restrictions is deleted, and the following language is substituted therefor:

"(3) Each residential dwelling constructed on any lot in the Subdivision shall contain a minimum of one thousand six hundred (1,600) square feet of covered floor area, exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. No dwelling or structure on any lot shall exceed two (2) stories in height. The outside walls of each dwelling or structure constructed on any lot in the Subdivision shall consist of not less than seventy-five percent (75%) of masonry construction, consisting of brick, ledgerstone, fieldstone or masonry types of stone veneer."



IN WITNESS WHEREOF, this Amendment has been executed by the undersigned on the date first above written.

KENMOR PROPERTIES, LLC.

By: Morris Greenhaw  
MORRIS GREENHAW  
Manager

Morris Greenhaw  
MORRIS GREENHAW  
Individually

ACKNOWLEDGEMENT

This instrument was acknowledged before me on September 28, 2009, by MORRIS GREENHAW, Manager of KENMOR PROPERTIES, LLC, a Texas limited liability company, on behalf of said limited liability company.



Jim Farrar  
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGEMENT

This instrument was acknowledged before me on September 28, 2009, by MORRIS GREENHAW.



Jim Farrar  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, PLEASE RETURN TO

MORRIS GREENHAW  
P. O. Box 126  
Eastland, Texas 76448