AMENDMENT TO COVENANTS & DEED RESTRICTIONS

For

CHAMBERS POINT SUBDIVISION, PHASE II

000850

.

A.

THE STATE OF TEXAS § S COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS, that Jackson Lake Properties Joint Venture and those individuals set forth on the signature page hereto, the owners of the lots described on Exhibit "A" attached hereto of CHAMBERS POINT Subdivision, Phase II, as filed in Volume 6, Page 271 of the Official Plat Records of Navarro County, Texas, do hereby acknowledge, declare that the Covenants & Deed Restrictions for Chambers Point Subdivision, Phase II ("Covenants") recorded in Volume 1192, Page 229, of the Records of Navarro County, Texas, are hereby amended as to the lots described on Exhibit "A" as follows:

- 1. All references to "Jackson Lake Properties Joint Venture" or "the undersigned" in Sections 1 through 20 shall be changed to "Chambers Point Homeowners Association, Inc."
- 2. The phrase "comply with" shall be inserted between the words "and these" in the next to last line of Section 2.
- 3. The following sentence shall be added to the end of Section 3:

"Failure of the Architectural Control Committee to either approve or reject any submittal within such three week period shall be deemed approval."

- 4. The first line of Section 4 shall be amended to read as follows: "Subject to the other provisions herein, all construction"
- 5. The fifth sentence of Section 4 shall be amended to read as follows:

"All buildings must have at least sixty percent (60%) combined brick and/or glass on the exterior unless otherwise approved in writing by the Architectural Control Committee."

- 6. In Section 5, the number "1,200" shall be changed to "1,600".
- 7. The second sentence of Section 8 shall be amended to read as follows:

"Except that on lots or combinations of adjoining lots with common ownership and acreage in excess of two (2) acres, horses may be kept in the number of one (1) horse per every two (2) acres."

8. In Section 10, the last word "Board" is hereby deleted and substituted with the following language:

"Control and Improvement District No. One."

Val 1302 PAGE 060

9. In Section 11, the phrase "and mowed" shall be inserted between the words "cleaned and" and the phrase "tall grass" shall be inserted between the words "weeds and", both in the first sentence.

· ` • v

<u>د</u> ۰-

ж

- 10. In Section 11, this additional sentence shall be inserted between the first and second sentence: "At no time shall junk cars or other inoperable equipment be stored on the lot."
- 11. In Section 11, the phrase "mowed and" shall be inserted between the words "lot cleaned" in the new third sentence.
- 12. In Section 11, the phrase ", remove junk cars or inoperable equipment" shall be inserted between "cleaned and" in the new third sentence.
- 13. In Section 19, a period shall be inserted after the phrase "or provision herein" in the last sentence and the balance of the sentence commencing with "which occurs during...." is hereby deleted.
- 14. As used in these Covenants (as amended hereby), and the Bylaws of the Association, the following terms shall have the following meanings:
  - a. "Assessment" shall mean the charge against each Lot Owner and his lot, representing a portion of the total cost to the Association of maintaining, improving, repairing, replacing and managing the Common Areas, which are to paid uniformly and equally by each Lot Owner of the Association, as provided herein.
  - b. "Association" shall mean Chambers Point Homeowners Association, Inc., a Texas non-profit corporation, the Bylaws of which shall govern the administration of the Chambers Point property and the membership of which shall be composed of all of the Owners of the Lots of the Subdivision and any additions and phases thereto.
  - c. "Board" or "Board of Directors" shall refer to the Board of Directors of Chambers Point Homeowners Association, Inc.
  - d. "Common Area" shall mean and include all of the property described in Exhibit "B" attached hereto, any parks, public boat ramps and docks, any picnic areas and all of any other improvements located or to be located in or thereon.
  - e. "First Mortgagee" shall mean the holder of a first mortgage lien on any lot in the Subdivision.
  - f. "Lot" and "Lots" shall mean those lots described on Exhibit "A" attached hereto and any additional lots that the owner of each lot shall agree in writing to make subject to this Amendment to Covenants & Deed Restrictions.
  - g. "Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns title to one or more Lots.

2

VAL 1302 MOT 061

- h. "Special Assessment" shall mean in addition to the Assessment described above, the amount the Association may levy, in any assessment year, applicable to that year only for (i) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or in the Common Area, including roads, fixtures and personal property related thereto; or (ii) the expense of any other contingency or cost deemed necessary by the Association.
- i. "Subdivision" shall mean Chambers Point Subdivision, Phase I and Chambers Point Subdivision, Phase II, as filed in the Official Plat Records of Navarro County, Texas, and any additions and phases thereto.

The following sections are hereby added to the Covenants:

21. Upon the recordation of this Amendment to Covenants and Deed Restrictions for Chambers Point Subdivision, Phase II, each Lot Owner will automatically become a member of the Association. At the time of closing on the purchase of any lot in the Chambers Point Subdivision, Phase II, each purchaser will automatically become a member of the Association. An assessment is hereby made of SIX DOLLARS (\$6.00) per month per Lot to each Owner for only one Lot and an assessment of FOUR DOLLARS (\$4.00) per month per Lot for any numbers of Lots in excess of one, payable annually on the first (1st) day of January of each year. The assessment charge for a Lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.

The assessment is payable to the Association at its office in Dallas County, Texas, or at any location that its office may be changed to at a future date.

The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the common area properties, and facilities of the Subdivision or for community improvement thereon, including but not limited to the construction and reconstruction, improvement and maintenance of roads, mowing of roadways, parks, public boat ramp, dock and picnic area, and other improvements or services at said Subdivision and for such other uses as may be approved by the Association.

The assessment charges may be raised by the then current Directors of the Association if necessary to provide adequate funds to carry out the purposes of that Association.

Such assessment charges shall extend for the life of these Covenants and shall be extended automatically at the same time the Covenants may be extended.

22. In addition to the Assessments authorized above, at any time the Association may levy in any calendar year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of roads, parks, public boat ramps, docks and picnic areas or other improvement located or to be located upon the Common Areas,

# VAL 1302 PAGE 062

provided that any such Assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting (annual or special) of the Association duly called for such purpose.

- 23. No Owner may exempt himself from liability for his contribution toward the Common Areas by waiver of the use or enjoyment of any of the Common Areas or improvements located thereon.
- 24. All sums due but unpaid by a Lot Owner for his share of Assessments, including interest thereon at ten percent (10%) per annum, shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for: (i) all taxes and special assessments levied by governmental and taxing authorities; and (ii) all liens securing sums due or to become due under any mortgage vendor's lien or deed of trust filed of record prior to the time such costs, charges, expenses and/or assessments become due.
- To evidence such lien, the Association may, but shall not be required 25. to, prepare written notice setting forth the amount of such paid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by one of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Navarro County, Texas. Such lien for the Assessment shall attach from the date of the failure of payment of the Assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code as may be amended from time to time, or in any manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the Assessment lien. The Board of Directors is hereby authorized to appoint a trustee to hold any such foreclosure sale. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing notice or claim of lien and all reasonable attorneys' fees. The Association shall have the power to bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey same.
- 26. The amount of the Assessment levied against each Lot shall also be a debt of the Owner thereof at the time the Assessment is made. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing same.
- 27. Each Owner shall comply strictly with the provisions of these Covenants, the Bylaws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time.
- 28. The administration of the Association shall be governed by the Bylaws. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the Bylaws.
- 29. Immediately after the recordation of these Covenants, Jackson Lake Properties Joint Venture shall execute and deliver a deed to the Association conveying title to the property described on Exhibit "B" to

Vint 1302 1063

the Association. Jackson Lake Joint Venture shall have the right to deed additional property to the Association for Common Areas and the Association shall accept and maintain the property described on Exhibit "B" and any such additional property.

- 30. These Covenants shall not be revoked, nor shall any of the provisions herein by amended from the date these Covenants are recorded unless the Owners representing at least ninety percent (90%) of the ownership of the Lots agree to such revocation or amendment by instruments duly executed and recorded.
- 31. All notices, demands or other correspondence intended to be served upon Owner shall be sent by ordinary or certified mail, postage prepared, addressed in the name of such Owner in care of the address of such Owner. All notices, demands or other correspondence intended to be served upon the Board of Directors of the Association or the Association, shall be sent by ordinary or certified mail, postage prepaid to the Association's address.
- 32. Whenever the applications and provisions of these Covenants conflict with the applications of any provisions of the Bylaws adopted by the Association, the provisions or applications of these Covenants shall prevail.

Except as modified above, all other terms and conditions of the Covenants & Deed Restrictions for Chambers Point Subdivision, Phase II shall remain in full force and effect.

Any other owner of a lot in the Subdivision which is not listed on Exhibit "A" shall have the right, but not the obligation, to consent ("Consent") at a later date to this Amendment to Covenants & Deed Restrictions and to subject such lot to the terms and conditions of such Amendment. Upon the execution of the Consent, recordation in the Records of Navarro County, Texas and furnishing evidence of such recordation to the Association, such lot shall automatically become subject to the terms and conditions of this Amendment. A copy of the form of Consent to be executed and recorded is attached hereto as Exhibit "C".

This Agreement may be executed in several counterparts and all such counterparts so executed shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original of the same counterpart.

### BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the \_\_\_\_\_ day of October, 1994.

Address:

8235 Douglas Avenue Suite 650, LB 65 Dallas, Texas 75243

712 Carriage Way Duncanville, Texas 75137

6480 Collidge Groves, Texas 77619

3545 Milton Dallas, Texas 75215

828 Woodridge Drive DeSoto, Texas 75115

204 E. Embercrest Arlington, Texas 76018

2124 Santa Fe Trail Tyler, Texas 75703

300 Spring Ridge Trace Roswell, Georgia 30076

5303 Summit Lodge Katy, Texas 77449 JACKSON LAKE PROPERTIES JOINT VENTURE

By: J.G. Jackson, Managing Partner Lots B-2, B-3, B-4, B=5, B-19, B-23

Lorenzo Brown

Billy Carl Cash

Deborah L. Cash

John Charles Cooper, Jr.

Linda Perry Cooper

Caesar P. Flores

Patty M. Flores

Randy A. Genzel

Linda R. Genzel

Thomas N. Green

Brenda Green

Robert L. Griffin

Vaughn Griffin

F.H. Hawkins

Mary Hawkins

# VIL 1302 MM 065

STATE OF TEXAS

A CONTRACTOR

STATE OF TEXAS

COUNTY OF \_\_\_\_\_ §

My Commi

#### COUNTY OF DALLAS §

MARY SICKLER

NOTARY PUBLIC

State of Texas Comm. Exp. 11-05-96

5

5 6

This document was acknowledged before me by J.G. Jackson, Managing Partner of JACKSON LAKE PROPERTIES JOINT VENTURE, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_

Cela (DELIC)

Notary Public of and for The State of Texas

MARY STOKLER Printed/Name of Notary Public

This document was acknowledged by LORENZO BROWN before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

Notary Public of and for The State of Texas

My Commission Expires:

Printed Name of Notary Public

STATE OF TEXAS § SCOUNTY OF §

This document was acknowledged by BILLY CARL CASH and DEBORAH L. CASH before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

> Notary Public of and for The State of Texas

My Commission Expires:

Printed Name of Notary Public

Wite 1302 mar 066

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the \_\_\_\_\_ day of October, 1994.

Address:

8235 Douglas Avenue Suite 650, LB 65 Dallas, Texas 75243

712 Carriage Way Duncanville, Texas 75137

6480 Collidge Groves, Texas 77619 JACKSON LAKE PROPERTIES JOINT VENTURE

By: J.G. Jackson, Managing Partner

Lorenzo Brown

Billy Carl Cash

Deborah /1 Ćasb John Charles Cooper,

Linda Perry Cooper

Caesar P. Flores

Patty M. Flores

Randy A. Genzel

Linda R. Genzel

Thomas N. Green

Brenda Green

Robert L. Griffin

Vaughn Griffin

F.H. Hawkins

Mary Hawkins

**3545 Milton** Dallas, Texas 75215 Lot B-21

828 Woodridge Drive DeSoto, Texas 75115

204 E. Embercrest Arlington, Texas 76018

2124 Santa Fe Trail Tyler, Texas 75703

300 Spring Ridge Trace Roswell, Georgia 30076

5303 Summit Lodge Katy, Texas 77449

	· · · · ·
STATE OF TEXAS	Viii 1302 mir 067
COUNTY OF Dallas §	· · ·
This document was acknowledge wife, LINDA PERRY COOPER; bef WIFE, WALLAN SHERRY WHITE 1994. NOTARY PUBLIC STATE OF TEXAS My Comm Expires Oct 11 1998	ged by JOHN CHARLES COOPER, JR. and fore me on this <u>14th</u> day of <u>Ahuru Whit</u> Notary Public of and for The State of Texas
My Commission Expires:	<u>SHERRY</u> WHITE Printed Name of Notary Public
STATE OF TEXAS § S COUNTY OF §	
This document was acknowled PATTY M. FLORES before m , 1994.	lged by CAESAR P. FLORES and wife ne on this day of
	Notary Public of and for The State of Texas
My Commission Expires:	Printed Name of Notary Public
STATE OF TEXAS § § COUNTY OF §	2
This document was acknowledg LINDA R. GENZEL before ma , 1994.	ged by RANDY A. GENZEL and wife, e on this day of
	Notary Public of and for
	The State of Texas

9

# VOL 1302 Page 068

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the \_\_\_\_\_ day of October, 1994.

Address:

8235 Douglas Avenue Suite 650, LB 65

JACKSON LAKE PROPERTIES JOINT VENTURE

By: Dallas, Texas 75243

J.G. Jackson, Managing Partner

712 Carriage Way Duncanville, Texas 75137

6480 Collidge Groves, Texas 77619 Lorenzo Brown

Billy Carl Cash

Deborah L. Cash

3545 Milton Dallas, Texas 75215

John Charles Cooper, Jr.

Linda Perry Cooper

828 Woodridge Drive DeSoto, Texas 75115

Caesar P. Flores

Patty M. Flores

204 E. Embercrest Arlington, Texas 76018

2124 Santa Fe Trail Tyler, Texas 75703

Randy A. Genzel

Linda R. Genzel

Thomas N. Green

Robert L. Griffin

Brenda Green

300 Spring Ridge Trace Roswell, Georgia 30076

5303 Summit Lodge Katy, Texas 77449 Lots B-24, B-25

Vaughn Griffin F.H. Hawkins

			WE 1302 M 069
STATE OF TEXAS	S	¥.	ANG TOOP AND ODA
COUNTY OF	Ş	je s	
This document VAUGHN GRIFFIN		by ROBERT L. on this	GRIFFIN and wife, day of
			5.
		Notary Public	of and for

Notary Public of and for The State of Texas

My Commission Expires:

Printed Name of Notary Public

STATE OF TEXAS § S COUNTY OF Herr: 5 §

This document was acknowledged by F.H. HAWKINS and MARY HAWKINS before me on this 26th day of \_\_\_\_\_\_, 1994.

Notary Public of and for The State of Texas

Bryon W Evenso N Printed Name of Notary Public

My Commission Expires: 5-18-96

STATE OF TEXAS § S

COUNTY OF \_\_\_\_\_ §

This document was acknowledged by ALAN R. LATTA and wife, DIANNA L. LATTA before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

> Notary Public of and for The State of Texas

My Commission Expires:

Printed Name of Notary Public

1302 m 070

510 Brookshire Richardson, Texas 75080

Alan R. Latta

7 Pecan Point Kerens, Texas 75144 Lot B-7

Route 1, Box 1557 Boerne, Texas 78006

833 Oakbluff Drive Lancaster, Texas 75146

511 N. Goodman Kerens, Texas 75144

801 Cypress, Apt. 13H Greenwood, Mississippi 38930

801 Eagle Creek Road West Union, Ohio 45693

3765 Crown Shore Dallas, Texas 75244

400 Grand Turk Court Irving, Texas 75060 Dianna L. Latta <u>Mana M. Mc Concel</u> Douglas M. McDaniel <u>Linda S. McDaniel</u>

Billy R. McGirk

Rita F. McGirk

Steven J. Neal

Sarah C. Neal

Larry E. Robinson

Patricia D. Robinson

Charles L. Rogers

Jeanette Rogers

Robbie Urquhart

Jo Ann Urquhart

Howard W. Ward

Gloria A. Ward

Robert Dwayne Yelton

4	Vil 1302 mgr 071
STATE OF TEXAS §	
COUNTY OF §	
This document was acknowledg LINDA C. McDANIEL before ma <u>Million Pur</u> , 1994.	e on this <u>30</u> day of
ELLEN NUTT NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 07-23-96	Notary Public of and for The State of Texas
	Printed Name of Notary Public
STATE OF TEXAS § S COUNTY OF §	
RITA F. McGIRK before me, 1994.	ed by BILLY R. McGIRK and wife, on this day of
	Notary Public of and for The State of Texas
My Commission Expires:	Printed Name of Notary Public
STATE OF TEXAS § S COUNTY OF §	N N
	d by STEVEN J. NEAL and wife.
	Notary Public of and for The State of Texas
My Commission Expires:	Printed Name of Notary Public

11

-2

# VAL 1302 MAGE 072

510 Brookshire Richardson, Texas 75080

Alan R. Latta

Dianna L. Latta

Douglas M. McDaniel

Linda S. McDaniel

LY R.

Steven J. Neal

Sarah C. Neal

McGi

F. mc

7 Pecan Point Kerens, Texas 75144

Route 1, Box 1557 Boorne, Texas 78006 20 Overlook Dr. Ch. Pt Kerens Tx. 75144 Lot B-20

833 Oakbluff Drive Lancaster, Texas 75146

511 N. Goodman Kerens, Texas 75144

801 Cypress, Apt. 13H Greenwood, Mississippi 38930

801 Eagle Creek Road West Union, Ohio 45693

3765 Crown Shore Dallas, Texas 75244 Larry E. Robinson

Patricia D. Robinson

Charles L. Rogers

Jeanette Rogers

Robbie Urquhart

Jo Ann Urquhart

Howard W. Ward

Gloria A. Ward

400 Grand Turk Court Irving, Texas 75060

Robert Dwayne Yelton

	1000
STATE OF TEXAS §	VOL 1302 Mar 073
S COUNTY OF	•
This document was acknowledg LINDA C. McDANIEL before me , 1994.	ed by DOUGLAS M. McDANIEL and on this day of
	Notary Public of and for The State of Texas
My Commission Expires:	
My Commission Expires:	Printed Name of Notary Public
STATE OF TEXAS §	
STATE OF TEXAS § COUNTY OF Johnsen §	
	ж.
This document was acknowledge RITA F. McGIRK before me	d by BILLY R. MCGIRK and wife, on this <u>800</u> day of
Cannam, 1995.	
0	dia la p
WI MA SALINDERS	The Saurclers
MY COMMISSION EXPIRES April 7, 1997	Notary Public of and for The State of Texas
	Wilma SAUNDERS
My Commission Expires:	Printed Name of Notary Public
STATE OF TEXAS §	
8 <b>S</b>	
COUNTY OF §	
This document was acknowledge	d by STEVEN J. NEAL and wife,
SARAH C. NEAL before me, 1994.	on this day of
	Notary Public of and for
	The State of Texas
My Commission Expires:	Duinted Name of Matana Public
	Printed Name of Notary Public

VOL 1302 10 74

510 Brookshire Richardson, Texas 75080

7 Pecan Point Kerens, Texas 75144

Route 1, Box 1557 Boerne, Texas 78006

833 Oakbluff Drive Lancaster, Texas 75146 Lot B-6

511 N. Goodman Kerens, Texas 75144

801 Cypress, Apt. 13H Greenwood, Mississippi 38930

801 Eagle Creek Road West Union, Ohio 45693

3765 Crown Shore Dallas, Texas 75244

400 Grand Turk Court Irving, Texas 75060

Alan R. Latta

Dianna L. Latta

Douglas M. McDaniel

Linda S. McDaniel

Billy R. McGirk

Rita F McGirk Steven Sarah C. Neal

Larry E. Robinson

Patricia D. Robinson

Charles L. Rogers

Jeanette Rogers

Robbie Urquhart

Jo Ann Urquhart

Howard W. Ward

Gloria A. Ward

Robert Dwayne Yelton

STATE OF TEXAS	\$ \$	r	Vol. 1302 Mar 075
COUNTY OF This document LINDA C. MCDANII	<pre>% was acknowledg EL before me , 1994.</pre>	ed by DOUGLAS e on this	M. McDANIEL and day of
My Commission Expire	es:	Notary Public The State of	of and for Texas
STATE OF TEXAS	§ §	Printed Name	of Notary Public
	was acknowledge before me , 1994.	d by BILLY R. on this	McGIRK and wife, day of
Mr. Compionion Empire		Notary Public The State of S	
My Commission Expire		Printed Name of	of Notary Public
STATE OF TEXAS	S S S		
This document we sarah c NEAL	vas acknowledge before me , 1 <del>994</del> .1995	d by STEVEN J on this	NEAL and wife, 18 <sup>#</sup> day of
		Sherry Lena Notary Public The State of T	
My Commission Expire	s:	Printed Name of	of Notary Public
			ERRY HENDERSON NOTARY PUBLIC ITATE OF TEXAS mmission Expires 12-9-98

# WAL 1302 MAR 075

510 Brookshire Richardson, Texas 75080

7 Pecan Point Kerens, Texas 75144

Route 1, Box 1557 Boerne, Texas 78006

833 Oakbluff Drive Lancaster, Texas 75146

511 N. Goodman Kerens, Texas 75144 Lot B-1

801 Cypress, Apt. 13H Greenwood, Mississippi 38930

801 Eagle Creek Road West Union, Ohio 45693

3765 Crown Shore Dallas, Texas 75244

400 Grand Turk Court Irving, Texas 75060 Alan R. Latta

Dianna L. Latta

Douglas M. McDaniel

Linda S. McDaniel

Billy R. McGirk

Rita F. McGirk

Steven J. Neal

Sarah C. Neal arri Larry E. Robinson

Patricia D. Robinson

Charles L. Rogers

Jeanette Rogers

Robbie Urquhart

Jo Ann Urquhart

Howard W. Ward

Gloria A. Ward

Robert Dwayne Yelton

Viel 1302 Page 077 STATE OF TEXAS 6 COUNTY OF NAVAMOS This document was acknowledged by LARRY E. ROBINSON and wife, PATRICIA D. ROBINSON before me on this 10 October , 1994. day of Notary Public of and for The State of Texas/ My Commission Expires: and a second and Public Nather Ear WAGOCHERY Phi NOTARY PUBLIC State of Texas Comm. Exp. 11-08-97 § STATE OF TEXAS neronen en en en el el el el S S COUNTY OF This document was acknowledged by CHARLES L. ROGERS and wife, JEANETTE ROGERS before me on this \_\_\_\_\_ day of , 1994. Notary Public of and for The State of Texas My Commission Expires: Printed Name of Notary Public STATE OF TEXAS § § § COUNTY OF This document was acknowledged by ROBBIE L. URQUHART and wife of GLORIA A. WARD before me on this \_\_\_\_\_ day , 1994. Notary Public of and for The State of Texas My Commission Expires: Printed Name of Notary Public

We 1302 - 1078

### EXHIBIT A

## To Amendment to Covenants & Deed Restrictions for Chambers Point Subdivision, Phase II

Lots in Phase II of Chambers Point Subdivision as shown by the plat thereof duly recorded in Volume 6, Page 271, of the Plat Records, Navarro County, Texas.

#### Lot Number

B-1 thru B-7, B-19 thru B-21, B-23 thru B-25

VOL 1302 - 079 -

#### EXHIBIT B

### TO AMENDMENT TO COVENANTS & DEED RESTRICTIONS FOR CHAMBERS POINT SUBDIVISION

CHAMBERS POINT, PHASE I Vacant Lot

#### NAVARRO COUNTY

Lot 12 in Phase I of Chambers Point Subdivision as shown by the plat thereof duly recorded in Volume 6, Pate 217, of the Plat Records, Navarro County, Texas.

CHAMBERS POINT, PHASE II BOAT DOCK AND RAMP

ELIJAH POWERS SURVEY ABSTRACT 633

#### NAVARRO COUNTY

All that certain lot, tract, or parcel of land situated in the Elijah Powers Survey Abstract 633, Navarro County, Texas, and being all of the Boat Launch Area of Chambers Point, Phase II, a subdivision on Richland-Chambers Reservoir as shown of record in Volume 6, Page 271 of the Plat Records of Navarro County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows.

BEGINNING at the original southwest corner of the above mentioned Boat Launch tract and an angle corner of Lot B15 on the west line of a cul-desac curve on Chambers Point Drive;

THENCE N 44°30'52"W 91.41 feet to a point for corner located on the elevation 315 contour of Richland-Chambers Reservoir;

THENCE along said contour N 17°07'49"W 44.56 feet, N 46°58'20"E 11.32 feet, S 68°59'57"E 24.77 feet and N 54°35'06"E 23.21 feet to a point for corner;

THENCE S 44°30'52"E 115.80 feet to a point for corner located on the north line of said Chambers Point Drive for the beginning of a curve to the left;

THENCE with said curve having a Delta Angle of 82°31'00" a Radius of 50.00 feet, a Chord of S 65°12'16"W 65.95 feet for a Length of 72.01 feet to the place of beginning and containing 0.166 acre of land.

EVUTDIL C

Consent Form

STATE OF TEXAS § COUNTY OF NAVARRO §

Know all men by these presents that \_\_\_\_\_\_, the owner of I \_\_\_\_\_\_ of Chambers Point Subdivision, Phase II, as filed in Volume 6, Page 2 of the Official Plat Records of Navarro County, Texas, does here acknowledge and declare his/her/their/its consent to the Amendment Covenant & Deed Restrictions for Chambers Point Subdivision, Phase I Amendment dated October 14, 1994 and hereby subjects such Lot to the ter and conditions of the Amendment.

Executed this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

BEFORE ME, the undersigned authority, on this day personally appear , known to me to be the person whose name is subscribed i the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day (

Notary Public in and for the State of Texas

Printed Name of Notary Public

Commission Expires:

THE STATE OF TEXAS County of Navarro

I, JAMES F. DOOLEN, Clerk of the County Court in and for Navarro County Texas, do hereby certify that this Instrument was FILED AND RECORDED at  $\frac{113}{000}$ o'Clock  $\frac{\Omega_{M}}{2-9}$  199 5, in volume  $\underline{1302}_{page}$  59

of the Records of Navarro County.

James F. Leolen

