



**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHCREST HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHCREST HOMEOWNERS ASSOCIATION, INC. (this "Fifth Amendment") is made on the date hereinafter set forth by the members of the NORTHCREST HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Centennial Homes, Inc., (the "Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Northcrest Homeowners Association, Inc." on March 31, 1972, at Volume 73047, Page 1208 *et seq.* of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, Article XIV, Section 2 of the Declaration provides for the amendment of that instrument with the consent of two-thirds (2/3rds) of the Members, evidenced by a document in writing bearing each of their signatures; and

WHEREAS, the following amendments to the Declaration have been approved by the requisite percentage of members of the Association.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Article III, Section 3 is amended by deleting subsections (a), (b), (c) and (e) in their entirety and renumbering subsection (d) accordingly.**
2. **Article XIV, Section 2 is amended by deleting the portion of the first sentence wherein it reads "only with the consent of two-thirds (66 2/3rds) of the Members, and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures" with the following:**

...only with the vote, in person or by proxy, or written consent, or any combination thereof, of Members representing at least a majority of the those votes present as represented at a dully called meeting of the Association...
3. **Article V, Section 10(b) is amended by adding the following to this subsection:**

The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Section 51.002 et seq. of the Texas Property Code (the "Foreclosure Statute"), as it may be amended from time to time, in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed, the contract for sale or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute.

4. Article V, Section 10(a) is amended by deleting the first sentence of this subsection in its entirety and replacing it with the following:

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 8 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon, late charges and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns.

5. Article V, Section 10 is amended by adding a new subsection (d) as follows:

(d) If any assessment or any part thereof is not paid within thirty (30) days after the delinquency date, the Owner shall be assessed a late charge in the amount equal to ten percent (10%) of the then monthly assessment for each month in which the assessment or any portion thereof remains unpaid. Any late charges shall be added to the amount of such assessment.

6. Article VII, Section 2 is amended by adding the following sentence to the end of this Section:

All roofs of dwellings sharing a common roof and/or foundation of another dwelling and together comprising a duplex or a fourplex shall be of the same color and composition.

7. Article VIII, Section 1 is amended by deleting the third sentence of this Section and replacing it with the following:

Without limitation, each Townhouse Owner shall be responsible for maintenance, repair of the interior of his Townhouse, all appliances, fixtures, plumbing and heating and air conditioning equipment located in the Townhouse, all modifications to his Townhouse which must be approved by the Association pursuant to Article X of this Declaration, and for the maintenance, repair and upkeep of the portion of his Lot not maintained by the Association.

8. Article IX, Section 1 is amended by deleting that Section in its entirety and replacing it with the following:

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for residential purposes; provided, however, that home occupations shall be permitted provided the home occupation is clearly and obviously subordinate to the main use or dwelling unit for residential purposes. Home occupations shall be conducted wholly within the primary structure on the Lot. It is a nuisance and shall be deemed unlawful for any person to maintain a home occupation in violation of the following provisions:

(A) The home occupation shall not exceed 15 percent of the floor area of the primary structure.

(B) No persons other than those living on site or those related by blood, marriage or adoption shall report to work at the home occupation.

(C) Inventory and supplies shall not occupy more than 50 percent of the area permitted to be used as a home occupation.

(D) There shall be no exterior display or storage of goods, machinery, equipment or materials other than that customary to normal household operations on said Lot.

(E) Home occupations involving beauty shops, barbershops, nails shops, vehicle repair shops are prohibited.

(F) Sales and services to patrons shall be arranged by appointment and scheduled so that not more than two patron vehicles are on the premises, street or alley at or near the same time.

(G) No signs shall be used to advertise the home occupation.

(H) No alterations of the residential appearance of the property for business purposes, such as the creation of a separate entrance, shall be allowed.

9. Article IX is amended by adding a new Section 17 as follows:

Section 17. Window Air-Conditioning Units. No future installations of new window air-conditioning units may be installed in any dwelling or other structure on a Lot. All window air-conditioning units currently installed, as of 4-1-07, will be allowed to remain, but they must be removed at the time of sale of the property and no window air-conditioning units may be re-installed in the dwelling or other structure on the Lot.

10. Article IX is amended by adding a new Section 18 as follows:

Section 18. Garage Sales. A maximum of four (4) garage sales per year may be conducted at each Lot. Each garage sale may not exceed three (3) consecutive days in duration and there shall be at least thirty (30) days between each separate garage sale.

11. Article IX is amended by adding a new Section 19 as follows:

Section 19. Unsightly or Unkempt Conditions. All portions of a Lot outside of enclosed structures (e.g. the carport slab) shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored or kept outside of enclosed structures

on a Lot which, in the determination of the Board, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses.

IN WITNESS WHEREOF, a duly authorized officer of the Association has executed this Fifth Amendment as of the 4 day of June, 2009.

NORTHCREST HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: *John McArthur*

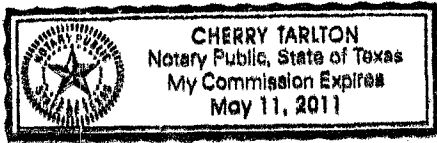
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared _____, President of Northcrest Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 2009.
2009.



Cherry Tarlton
Notary Public in and for
the State of Texas

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 1050
Dallas, Texas 75219

Northcrest Homeowners Association
Signatures Showing Acceptance to Fifth Admendment to Bylaws

2001 Embassy Way Lois O. Evans
 2002 Embassy Way Batrol Fisher
 ✓ 2003 Embassy Way _____
 - 2004 Embassy Way _____
 2005 Embassy Way Robert R. Smith
 2006 Embassy Way Patricia A. Munn
 2007 Embassy Way Danice Holloway
 2008 Embassy Way Ann & Walter
 2009 Embassy Way _____
 2010 Embassy Way Debra Tucker
 2011 Embassy Way Mark & Sherry
 2012 Embassy Way Chris
 - 2014 Embassy Way _____
 ✓ 2016 Embassy Way _____
 2018 Embassy Way Nelissa
 2020 Embassy Way Chris Judd
 ✓ 2022 Embassy Way _____
 2024 Embassy Way _____
 2025 Embassy Way _____
 2027 Embassy Way By. Clary
 2028 Embassy Way Sharon Schriber
 2029 Embassy Way Linda Hill
 2030 Embassy Way _____
 2031 Embassy Way Walter Miles
 - 2032 Embassy Way _____
 2033 Embassy Way Steve
 - 2034 Embassy Way _____
 2035 Embassy Way Judy Thurman
 - 2036 Embassy Way _____
 - 2037 Embassy Way _____
 2038 Embassy Way Ally
 2039 Embassy Way Ally
 2040 Embassy Way Sandra Corbett
 2041 Embassy Way Ron Huddell
 2042 Embassy Way _____
 2043 Embassy Way Consta M. Amos
 - 2044 Embassy Way _____
 ✓ 2045 Embassy Way _____
 - 2046 Embassy Way Judy
 2047 Embassy Way _____
 2048 Embassy Way _____
 2049 Embassy Way John King
 2050 Embassy Way John King

2051 Embassy Way Eleanor Wojcik
 2052 Embassy Way _____
 2053 Embassy Way Walter
 2054 Embassy Way Ann
 2055 Embassy Way Bernard Murphy
 2056 Embassy Way _____
 2057 Embassy Way _____
 2058 Embassy Way _____
 2059 Embassy Way _____
 2060 Embassy Way John Satter, FOR THE OWNERS
 ✓ 2061 Embassy Way _____
 2062 Embassy Way John Satter, FOR THE OWNERS
 2063 Embassy Way Debra W. Boyd
 2064 Embassy Way John Satter
 2066 Embassy Way _____
 2068 Embassy Way John Satter
 2070 Embassy Way E. D. Decker
 2301 Scott Mill Circle _____
 2303 Scott Mill Circle _____
 2305 Scott Mill Circle _____
 2307 Scott Mill Circle John Satter
 2309 Scott Mill Circle _____
 - 2311 Scott Mill Circle _____
 2313 Scott Mill Circle _____
 ✓ 2315 Scott Mill Circle _____

45
-1

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

**OWNER CONSENT
TO
AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHCREST HOMEOWNERS ASSOCIATION, INC.**

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CONSENTED TO this 17th day of April, 2009.

2059 Clubview Dr.
Property Address
Carrollton, TX 75006-1745

Anna Louise Winant
Signature of Property Owner

ANNA LOUISE WINANT
Printed Name of Property Owner

Anna Louise Winant
Signature of Property Owner

ANNA LOUISE WINANT
Printed Name of Property Owner

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CONSENTED TO this 22 day of February, 2009.

2037 Clubview
Property Address

Judy McCampbell
Signature of Property Owner

Judy McCampbell
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

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CONSENTED TO this 2nd day of February, 2009.

2047 Clubview Drive

Property Address

Holly Pierce

Signature of Property Owner

Holly Pierce

Printed Name of Property Owner

Bobby Pierce

Signature of Property Owner

Bobby Pierce

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

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CONSENTED TO this 11th day of FEBRUARY, 2009.

2303 Scott Mill Cir
Property Address

William L. Green
Signature of Property Owner

WILLIAM L. GREEN
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

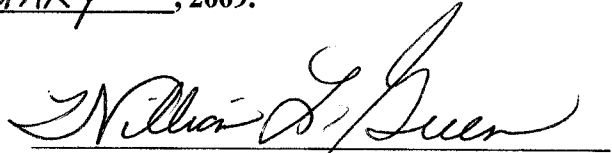
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CONSENTED TO this 11th day of FEBRUARY, 2009.

2301 SCOTT MILL CR.
Property Address


Signature of Property Owner

WILLIAM L. GREEN
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

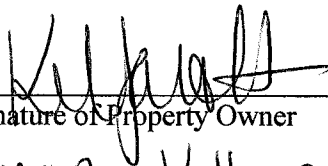
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CONSENTED TO this 26th day of January, 2009.

2034 Embassy Way
Property Address


Signature of Property Owner

Kelly A Cothran
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

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CONSENTED TO this 6 day of February, 2009.

2056 Embassy Way
Property Address

J. Ohi Luy
Signature of Property Owner

I. Obi AMANUGI
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

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CONSENTED TO this 29th day of JANUARY, 2009.

2024 Embassy Way
CARROLLTON, TEXAS 75006
Property Address

W. H. Proctor
Signature of Property Owner

W. H. Proctor
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

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CONSENTED TO this 29 day of January, 2009.

2008 Clubridge, Carrollton, TX
Property Address 75006

Sonja L Fowler
Signature of Property Owner

SONJA L. FOWLER
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

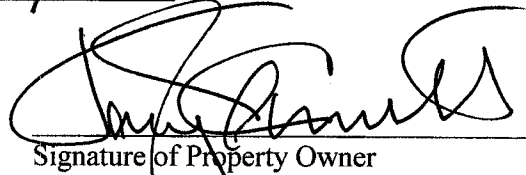
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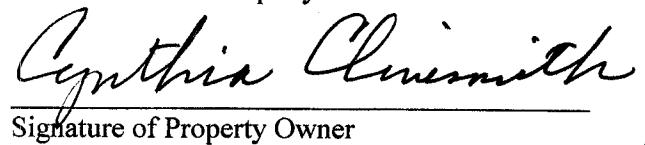
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CONSENTED TO this 27 day of JANUARY, 2009.

2057 EMBASSY WAY
Property Address


Signature of Property Owner

JERRY E. CLINESMITH
Printed Name of Property Owner


Signature of Property Owner

CYNTHIA G. CLINESMITH
Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

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CONSENTED TO this 28 day of January, 2009.

2059 Clubview, Carrollton,
Property Address Tx. 75006

Anna Louise Winant
Signature of Property Owner

ANNA LOUISE WINANT
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

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CONSENTED TO this 28 day of January, 2009.

2036 Embassy Way
Property Address

Linda Willis
Signature of Property Owner

Linda Willis
Printed Name of Property Owner

Gary Wade Willis
Signature of Property Owner

GARY WADE WILLIS
Printed Name of Property Owner

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CONSENTED TO this 26th day of January, 2009.

2018 CLUBVIEW DRIVE
Property Address

Martyna E. Morris
Signature of Property Owner

MARTYNA E. MORRIS
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

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CONSENTED TO this 26 day of JANUARY, 2009.

2032 Embassy Way
Property Address

[Handwritten Signature]
Signature of Property Owner

Lynn P. Davis - Rentex
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

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CONSENTED TO this 26 day of JANUARY, 2009.

2304 CAROL GOOD Lane Tom McCrary
Property Address Signature of Property Owner

TOM McCRARY
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

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CONSENTED TO this 26 day of JANUARY, 2009.

2302 CAROL GOOD LANE
Property Address


Signature of Property Owner

TOM McCRARY
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

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FOR
NORTHCREST HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Article XIV, Section 2 of the Declaration of Covenants, Conditions, and Restrictions for Northcrest Homeowners Association, Inc. (the "Declaration"), the undersigned Owner(s), as evidenced by his/her/their signature(s) below, hereby consent(s) to the amendments to the Declaration as set forth on **Exhibit "A"** attached hereto and incorporated herein by reference. I/we, also, hereby appoint and grant to the President and/or Secretary of the Association the authority to act as my/our proxy and attorney-in-fact to sign on my/our behalf the document containing the amendments to be recorded in the Deed Records of Dallas County, Texas, in the event that the requisite percentage of Owners of legal title to Lots consent and approve of such amendments.

CONSENTED TO this 26 day of JANUARY, 2009.

2300 CAROL GOODE LANE
Property Address

Tom McCrary
Signature of Property Owner

TOM McCRARY
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

**OWNER CONSENT
TO
AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHCREST HOMEOWNERS ASSOCIATION, INC.**

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2300
Property Address

Tom McCrary
Signature of Property Owner

TOM MCCRARY
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

NORTHCREST HOMEOWNERS ASSOCIATION, INC.

**OWNER CONSENT
TO
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CONSENTED TO this 26 day of January, 2009.

2050 Embassy Way
Property Address

Joyce Ingram
Signature of Property Owner

Joyce INGRAM
Printed Name of Property Owner

Signature of Property Owner

Printed Name of Property Owner

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "JFW", is written over the printed name.

John F. Warren, County Clerk

Dallas County TEXAS

June 05, 2009 12:57:07

FEE: \$112.00

200900161008

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "JFW", is written over the printed name.

John F. Warren, County Clerk

Dallas County TEXAS

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