

**FIRESIDE ESTATES POA
ANNUAL MEETING - Minutes
Thursday, April 26, 2018
7:00 pm @11342 Country Ridge Lane**

Fireside Estates POA held their 2018 Annual Meeting on Thursday, April 26, 2018 at 7:00 pm at 11342 Country Ridge Lane, Forney, TX 75126.

The meeting was called to order at 7:05 by Paul Brown (President of the POA Committee). It was noted that there were around 35 people in attendance representing 25 properties.

The agenda was adopted.

The minutes of the April 27, 2017 Annual meeting were adopted without objection. (Attachment #1)

Paul Brown presented an update on the state of the POA:

1. Past projects

- a. Fence Repair from Accident - Mollie Fletcher will contact the county to see if we can get a guard rail re-installed at the end of CR212. (Adopted by common consent)
- b. Entrance Signs - April Campbell (10363 Fireside Lane) is tending the large sign Fireside/Helms Trail
Misty Jenson (10000 Fireside Lane) volunteered to put flowers around the smaller sign at the end of Fireside Lane. (Adopted by common consent)
- c. Community Safety - Last meeting we discussed security. Paul Brown encouraged everyone to remain aware of what is happening around their home.

2. Scheduled Events

- a. Paul Brown gave a report on the success of the Dumpster Weekend (April 19-22, 2018). We filled two dumpsters (\$450.00 each = \$900.00)
- b. The attenders at the meeting were reminded that the Community Yard Sale Scheduled for Friday/Saturday (April 27-28, 2018)

3. Financial Review (Attachment #2)

- a. Paul Brown reported on the current Bank Balance: \$10,146.13
- Electric Bill of \$71.00 will be paid by 5/7/2018
- b. Paul Brown reported that 2018 Dues yet to be received: approximately \$2,365.00
Two properties owe for 2017 & 2018
Around 41 properties still owe for 2018 (\$50.00 due 12/31/2018)

- 4. Update from Hospitality Committee:** Irene Isom reported on the activities of the Hospitality Committee. They would like to recognize the graduates in some way this spring.

New Business:

1. Review of Restriction/violation concerns. (Attachment #4, Attachment #6)
Paul Brown summarized the main restriction violations and thanked everyone for taking care of their acre. The main areas of concern related to" Yard mowing, debries, trailers, vehicles, dogs (may not roam), etc.
2. Building/Fence Approval.- Everyone was encouraged to submit requests for building/fence additions. (Attachment #5)
3. Paul Brown encouraged everyone to make sure that the street was always accessible for larger vehicles when parking on the street.
5. Other concerns or suggestions presented by property owners:
 - a. The smell from septic systems was discussed. By common consent Paul Brown was asked to generate and communicate a list of approved septic contractors. Some have had very unsatisfactory service from Ricky Bishop. It was noted that the system will smell (even if using chlorine) if the airation pump fan blades break (the pump will still sound like it is running).
 - b. One property owner reminded those on Fireside Lane that their property extends into the creek (drainage ditch) on the side of the street with odd numbers.
6. Time was provided for suggestions for community activities or other scheduled events. Those attending (and those in the community) are encouraged to communicate with the POA Committee if they have ideas for events.

Nomination/Election of POA Committee Members: (Ballot - Attachment #3)

In 2018, there are six people with terms expiring. We will elect six to fill vacancies (those presently serving may be reelected.) The classes will be balanced to allow three committee members in each year's class. (Those nominated are in green font. Others may be nominated at during the Annual Meeting.)

TERMS EXPIRING	Class of 2019	Class of 2020	Class of 2021
Paul Brown	Adriene Jones	Tim Buttz	<u>Tracey Rich</u>
Tracey Rich	Teresa Wolfe	<u>Roy Fletcher</u>	<u>Bryan Boger</u>
Bryan Boger	<u>Paul Brown</u>	<u>Mollie Fletcher</u>	<u>Michael Chronister</u>
Roy Fletcher			
Mollie Fletcher			
Michael Chronister			

Those nominated (Paul Brown, Tracey Rich, Bryan Boger, Roy Fletcher, Mollie Fletcher, and Michael Chronister) were all elected to the terms noted above without objection.* (see next pg)

***NOTE:**

*It was duly noted that the meeting did not have fifty percent of the property owners present to secure a quorum to select a property owners committee (Deed Restrictions, D.2.). However, the Deed Restrictions also state that ‘Any Property Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provision of this Declaration.’ (Restrictions, G) Those attending the meeting (representing around 25% of the properties) by unanimous vote (a sufficient number to select a committee if there were a quorum) agreed to have those selected represent them and act as the POA Committee and carry out the responsibilities as outlined in the Deed Restrictions, D. 2).

Rational: 1) The deed restrictions are binding on all parties and all persons claiming under them for a period of thirty-five (35) years and then continue in successive five year periods (E). 2) The absence of a POA Committee does not nullify the Deed Restrictions, those selected will function and serve as the POA Committee as outlined in the Deed Restrictions (D.2.). 3) An elected POA Committee is better than having each property owner act unilaterally or independently to enforce the Deed Restrictions. 4) Annual POA meetings will be scheduled each year to assure that all property owners have the opportunity to exercise their right to elect the members of their POA Committee. If a quorum of fifty percent (50%) is not present, we will continue to function with the POA Committee as elected by those in attendance to allow Fireside Estates to maintain the integrity of the Deed Restrictions.

There being no other business, the meeting adjourned by common consent at 7:35 pm.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Paul Brown".

Paul Brown,
President, Fireside Estates POA Committee

Attachment #1

(***NOTE: Attachments from this 2017 meeting are available on the website)

Minutes from the 2017 Annual Meeting 7:00 pm Thursday, April 27, 2017 10407 Fireside Lane

The 2017 Annual Meeting of the Fireside Estates Property Owner Association was called to order by Paul Brown, President of the POA Committee at 7:00 pm. The meeting was held on the driveway of 10407 Fireside Lane. Notice of the meeting was mailed out and posted on the website (www.FiresideEstates.com) on March 25, 2017.

Around 40 property owners were present representing around 35 properties. Proxies were provided and the President had the proxy of one property owner.

(***Attachment #1)

The POA Committee moved:

1. To approve the minutes from the 2016 Annual meeting (***)**Attachment #2)**
Motion Carried

2. To receive the Financial Report as information. (***)**Attachment #3)**
Motion Carried

3. To elect Tim Buttz (10308 Fireside Lane) to the POA Committee.
Motion Carried

4. The members of the Hospitality Committee introduced themselves and Shellie Massengale explained their welcome package to the new property owners who move into our neighborhood. They give a case of water, a newspaper, and information on the POA.

5. Paul Brown presented an update from the POA Committee on activities/decisions during the past year.

5.a. Signs at the entrances were painted and two were landscaped

5.b. – Lighting is now paid through POA
- Discuss Halogen vs. LED replacement lights

Motion was made by the POA Committee to support the POA Committee's decision to have TVEC replace future Mercury Vapor light bulbs with Halogen Bulbs (less cost.)

Motion Defeated

Motion was made, and supported, to have TVEC replace all the street lights with LED bulbs. Expected cost is \$100.00/bulb and \$50.00 service call. (We have 7 lights)

Motion Passed (*see note on next page*)

NOTE: Following the meeting we contacted TVEC and they changed their pricing to \$170.00/LED light. They also changed their policy and will now replace all burned out lights in the future with LED lights at no cost to our POA. With this new information, the POA Committee decided to have TVEC replace the one light (between 10209 and 10187 Fireside Lane) that is Halogen (yellow light) with an LED Light to allow all lights to have a white light (all look the same). We will replace the rest of the lights if we feel that there is a significant difference in the light's appearance.

- 5.c. Entrances mowing/maintenance. All property owners are to mow their whole lot (to property line/road)
Bryan Boger reported that he will be cleaning the white fence along Helms Trail.
- 5.d. The Violation Remedy Procedure (*****Attachment #5**) was revised.

POA Committee moved to receive the Remedy Procedure as information.

Motion Passed

- 5.e. Paul Brown reviewed the top five deed restriction violations:
1. Mowing whole lot and keeping it free of debris.
 2. Vehicles stored on lot (all need to be registered for street use or placed in storage building or garage.)
When a property owner sells, we will put the following on the resale certificate:
“The whole lot must be free of litter, debris, vehicles (campers, motor homes, boats, trailers, trucks, buses, RVs, & similar vehicles) prior to closing. If any such items are present after closing the buyer understands and agrees that they must bring their property into conformity to the deed restrictions within 30 days.”
 3. Mailboxes need to be masonry or antique metal. [Restrictions D.9.]
 4. Fences need to be maintained. If damaged due to wind, age, or from other causes they must be repaired or removed in a timely manner. (30 days after notice from POA Committee.)
 5. Shingles need to be repaired in a timely manner. Homes with tarps will be contacted by the POA Committee to communicate time limits for repair.
- 5.f. The Dumpster Weekend and Yard Sales were presented: (two scheduled)
- Dumpster Weekend - April 21-22, 2017 – @ 11342 Country Ridge Lane
Yard Sale Weekends - May 19-20 and September 15-16
Property owners may schedule their own yard/garage sales at any time.

New Business:

1. Paul Brown informed the Association about the Texas Property Code. (**Attachment #6)
(Available on website) (Attachment #6 - summary information)
(Web page Link: <http://www.firesideestates.com/deed-restrictions>)
2. The following 'complaints' or 'concerns' were presented to the association:
 - A. Speed limit (cars/trucks driving too fast or cutting through our neighborhood). POA Committee was asked to look into ways to control traffic and encourage vehicle safety.
 - B. Dog owners were encouraged to not let their dogs roam free and to pick up after them if they are being walked through the neighborhood.
 - C. Several people complained about septic systems not being maintained or having proper chemicals ... The POA Committee will mail out notices when complaints are received.
 - D. Mosquito control was discussed. The POA Committee does not have the funds to control whole association. We will seek some possible solutions and hopefully be able to negotiate some discount options for property owners.
 - E. Property owners were encouraged to help keep the fire ant population under control.
 - F. Fence along Helms Trail will be cleaned. (See 5.c. above)
 - G. Community Safety was discussed as some reports of theft in nearby communities has taken place. POA Committee was asked to investigate possible safety solutions including gating of our community, security cameras, signs to control drive-through trucks/traffic.

The meeting was adjourned at 7:55pm.

Respectfully Submitted,

Paul Brown,
President, Fireside POA Committee
(214) 507-4073

Fireside Estates Website: www.FiresideEstates.com Or www.FiresideEstatesPOA.com

2018 Attachment #2

January 1, 2018 – Balance Sheet and Operating Budget

**Fireside Estates POA
c/o Paul Brown
11342 Country Ridge Lane
Forney, TX 75126**

Beginning Balance – January 1, 2017		\$ 7,734.47
Receipts (POA Dues) (received in 2017)	\$ 4,255.00	
Reissued Check from Unclaimed Funds	\$ 197.00	
Sub Total		\$12,186.47
Actual Expenses		(\$ 2,745.90)
\$450.00	Dumpster Rental (Dumpster Weekend)	
\$908.00	TVEC Street Lights	
\$231.25	Replacement of LED Street Light on Fireside Lane	
\$ 45.45	Office Supplies	
\$114.00	Printing Fees	
\$117.95	USPS _ Postage	
\$75.25	Web site / Hosting Fee / Domain Name	
\$750.00	Legal Fees (Attorney David Lewis - Two Legal Issues)	
\$24.00	Hospitality Committee Reimbursement	
\$30.00	Kaufman County POA Recording Fee	

Ending Balance: (as of 12/31/2017) **\$ 9,440.57**

Bank Balance 12/31/2017	\$ 8,812.54
Checks received that need to be deposited:	700.00
<u>TVEC Bill from December (due 1/5/2018)</u>	<u>- 72.00</u>
Total Funds:	\$9,440.57

2018 Projected Projects and Anticipated Expenses: (Other projects may also be considered):

TVEC Lights (7 lights \$20.00/light/month)	\$ 900.00
LED Light Replacement (cost to upgrade when bulb burns out)	\$ 250.00
Dumpster Weekend	\$ 500.00
Yard Sale Weekends (2)	\$ 250.00
Postage, printing, correspondence, office supplies	\$ 500.00
Website, Hosting	\$ 150.00
Hospitality Committee	\$ 50.00
Sign Landscaping, maintenance (as needed) -	\$ 250.00
<u>Legal Fees as necessary</u>	<u>\$ 500.00</u>
Estimated Total	\$3,350.00

Anticipated Income (estimated \$3,600 to \$4,500): 90 properties x \$40.00 = \$3,600
(A \$10.00 discount if paid prior to 1/31/2018) 90 properties x \$50.00 = \$4,500

Fireside Estates Restrictions:

The Property Owners Committee shall be charged with enforcing these restrictions and to levy and collect annual fees for its expenses, neighborhood lighting, and landscaping. This annual fee shall not exceed \$50.00 per lot unless ratified by a meeting of the owners of at least fifty percent of the lots. This annual assessment shall attach and thereafter remain a charge against and be secured by a continuing lien upon the lot, In the event that an Owner shall fail to pay in full the assessment by the delinquent date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Committee shall have the right to enforce the lien and take all appropriate actions and steps to collect any such unpaid assessments. The Committee may institute a suit to recover a money judgement for the same, together with interest thereon and reasonable expenses of collection, including attorney's fees, without foreclosing or waiving the lien hereinbefore provided. The Property Owners Committee is hereby empowered to enforce these restrictions at its discretion. The Developer, its owners, officers, and employees, and the Property Owners Committee and its individual members, shall not be held liable for any action or failure to act under this Declaration.
(D. 2.)

More information can be found on www.FiresideEstates.com

2018 Attachment #3

3/2018 Ballot: Name: _____

Class of 2019 (one year) Address: _____

___ Paul Brown (11342 Country Ridge Lane)

Class of 2020 (two years)

___ Roy Fletcher (10341 Fireside Lane)

___ Mollie Fletcher (10341 Fireside Lane)

Class of 2021 (three years)

___ Tracey Rich (11144 Country Ridge Lane)

___ Bryian Boger (11188 Country Ridge Lane)

___ Michael Chronister (11232 Country Ridge Lane)

Other Nominations

An absentee or electronic ballot may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. (Property Code 209.00592)

A solicitation for votes by absentee ballot must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; instructions for delivery of the completed absentee ballot, including the delivery location; and the following language:

"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail." (Property Code 209.00592)

Ballots for those being nominated for the POA Committee must be distributed to the association at least 10 days before the meeting. This can be posted on the website and notice emailed to the association. It is the responsibility for each property owner to communicate their email information to the POA Committee and to inform the POA Committee if their email address changes.

Signature: _____

FIRESIDE ESTATES PROPERTY OWNERS ASSOCIATION

During the Property Owners Association (POA) Meeting on May 12, 2016, the property owners present asked the POA Committee to enforce the standards of our Deed Restrictions. The following policy has been adopted by the POA Committee to encourage compliance with our Deed Restrictions.

Remedy & Enforcement Process for Deed Restriction Violations

The following process will be used to enforce compliance with our Deed Restrictions.
(Deed Restrictions can be downloaded from the website: www.FiresideEstatesPOA.com)

COLLECTION OF DELINQUENT POA DUES: (Along with other money owed to the POA resulting from violations, attorney fees, etc. as noted below)

1. Notices of POA Dues (\$50.00/year) will be sent out through newsletters and other mailings.
2. A 20% discount (\$10.00) will be available for those paying \$40.00 by January 31st of the current year.
3. The delinquent date for previous year(s) POA Assessment will be January 31st
4. A letter will be mailed out following February 1st to those who are delinquent in their POA Dues (along with any other outstanding money owed to the POA due to restriction violations, court or attorney costs, etc.)
 - a. We will begin to add penalties AND interest on the unpaid balance on February 1st on all money delinquent and/or owed to the POA.
 - The penalty will equal the total of all money owed to the POA from previous years.
 - The interest will be 20% of the delinquent funds.

[NOTE: The 20% penalty is equal to the 20% discount offered if money is paid during January of the current year. See #2 above.]
 - b. We will attach a written lien to the property deed and have it recorded on the property records in Kaufman County (any cost for that will be added to the money owed.)
 - c. The POA Committee may use the other means of collection of past POA Dues as stated in our Deed restrictions.

MOWING IN YARD:

Letter will be mailed communicating the following:

1. The lot (whole acre) must be mowed/trimmed within ten (10) days of receipt of the notification letter.
2. Failure to mow, within ten (10) days, the POA may contract the lawn to be mowed.
3. The fees for the mowing (and all other expenses incurred by the POA) will be paid by the property owner. Fees not paid will become delinquent on January 31st – penalties and interest will be added to amount owed and also placed as a continuing lien on your property. (See Deed Restriction D.3.)

ALL OTHER OFFENSES: (mailboxes, debris, broken/damaged fences, inoperative cars, etc.)

Letter will be sent by certified mail communicating the following:

1. The offense must be remedied in thirty (30) days of receipt of certified notification of violation letter.
 - The property owner may agree to remedy the violation and ask (in writing or email) for a 30 day extension to bring property into compliance with the Deed Restrictions.
2. Failure to comply with the restrictions will begin the following process.
 - After the thirty (30) day period [and/or thirty (30) day extension, if granted], the POA Committee will contact our attorney (his charge is \$300.00/hour) who will begin the process of obtaining a Court Injunction or Declaratory Judgment from the Kaufman County Court.
 - NOTE: All court costs, interest, reasonable expenses of collection, and attorney fees will be the responsibility of the property owner in violation of the Deed Restrictions. (No exceptions: The property owner will be responsible for all costs to the POA once the attorney is contacted.)

2018 Attachment #5

Accessory Building Apartments: The Fireside Estates Deed Restrictions prohibit accessory dwellings, external apartments and apartments within accessory buildings. Our properties are zoned single family dwellings and our attorney has concurred that any apartment rentals or multi-family occupancy within Fireside Estates is considered a violation of our restrictive covenants. Accessory buildings may not be used as rental or leased apartments. Our Deed Restrictions state: "Use of house trailers, campers, motor homes, boats, trailers, trucks, buses, RVs, similar vehicles or temporary structures of any kind whatsoever for residential purposes is hereby prohibited." (Restrictions A.1.) Also, the Restrictions do not permit "any use of lot or portion thereof for a residence other than a single family detached residence." (Restrictions B.1.)

Building Projects: Please remember that our deed restrictions state "No building or fence shall be erected, placed, or altered on any lot until the construction plans and specifications shall be approved by the Property Owners Committee as being conforming to the style and quality of the buildings or fences in the Addition, and in accordance with these covenants and restrictions." Please submit all requests to pmab1973@gmail.com for approval. The process takes one or two weeks for the POA Committee to review, seek further information if needed, and approve.

No building or fence shall be erected, placed, or altered on any lot until the construction plans and specifications shall be approved by the Property Owners Committee as being conforming to the style and quality of the buildings or fences in the Addition, and in accordance with these covenants and restrictions. Failure of the Property Owners Committee to either approve or disapprove such application within thirty (30) days of its submission shall constitute approval. (Deed Restrictions: D. 1.)

The first story exteriors, excluding windows and doors, of all residences shall be a minimum of 60% masonry or stone veneer. (Deed Restrictions: D. 8.)

**FIRESIDE ESTATES
SUBDIVISION RESTRICTIONS KAUFMAN COUNTY, TEXAS
THE STATE OF TEXAS
COUNTY OF KAUFMAN**

KNOW ALL MEN BY THESE PRESENTS: that COUNTRYSIDE FIRESIDE, L.P., being the fee simple owner of the real property situated in Kaufman County, Texas being described by -metes and bounds in the Plat of Country Arbor, an Addition to Kaufman County, Texas, has caused said property to be platted and subdivided as shown on the Plat of said Addition, recorded in Cabinet 2, Envelope 510, Plat Records of Kaufman County, Texas, which plat is also incorporated by reference for all applicable purposes. For the purpose of assuring the orderly and uniform development of this property, and in order to carry out a general plan of development for the benefit of each and every purchaser of a lot in this Addition, the following restrictions upon the use of the property are hereby established, and the land shown on the said Plat and as more particularly platted into the lots on the plat referred to above, is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

A. USE OF LAND. All lots shall be used for residential purposes only with the following additional restrictions and stipulations.

1. Use of house trailers, campers, motor homes, boats, trailers, trucks, buses, RVs, similar vehicles or temporary structures of any kind whatsoever for residential purposes is hereby prohibited. No such vehicles shall be kept permanently parked on the paved front portion of any street, or on any lot within the subdivision unless such vehicle is kept behind the front line of a residence on said lot.
2. No temporary structure of any kind shall be erected or placed on any lot and in no event shall any residential dwelling upon any lot be occupied until it has been fully completed.
3. No part of any lot shall be used for commercial purposes or for any purpose other than for residential purposes.
4. Mobile homes and modular homes are strictly prohibited.
5. No owner shall be permitted to re-subdivide any lot of the Addition.

B. USE LIMITATION. The following uses of lots in the Addition ARE NOT permitted:

1. Any use of a lot or portion thereof for a residence other than a single family detached residence.
2. Any use which generally constitutes a nuisance which involves a noxious or offensive odor, excessive emission of smoke, dust, steam or vapor or an excessive noise level.
3. Any use not permitted under the ordinances adopted by the County of Kaufman, Texas.
4. Horses, cattle, domestic fowl, swine, ratites, or dangerous animals may not be kept on any lot. Dogs, cats, or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purposes. Dogs must be fenced and not allowed to roam free.
5. Any use or maintenance of any lot as a dumping ground for trash, garbage, or waste.
6. Wrecked cars and cars on blocks are forbidden. Inoperative cars or vehicles not licensed and registered for street use must be kept in a garage or storage building.
7. The storm water drainage created by the developer shall not be altered without the developer's or Property Owners Committee's written approval.

C. SIGNS. No sign of any kind shall be placed or displayed to public view on any lot or from any building on any lot with the following exceptions:

1. One professional sign of not more than four square feet advertising the property for sale;
2. Not more than two signs used by a builder to advertise a lot during construction and sale of residence.
3. Two signs per lot for political candidate.
4. Entrance signage constructed by developer.
5. One sign not exceeding four square feet notifying the existence of a security alarm system.
6. One sign per resident child, said sign not exceeding four square feet, identifying that child's participation in a school extra-curricular activity.

D. ARCHITECTURAL CONTROL AND PROPERTY OWNERS COMMITTEE COVENANTS,

1. No building or fence shall be erected, placed, or altered on any lot until the construction plans and specifications shall be approved by the Property Owners Committee as being conforming to the style and quality of the buildings or fences in the Addition, and in accordance with these covenants and restrictions. Failure of the Property Owners Committee to either approve or disapprove such application within thirty (30) days of its submission shall constitute approval.
2. The developer, COUNTRYSIDE FIRESIDE, L.P.; its Successors or Assigns, shall act as the Property Owners Committee during the development stage, which shall not exceed four (4) years from the date hereof.

Upon the expiration of four years or upon the end of the development stage if in the sole opinion of COUNTRYSIDE FIRESIDE, L.P. the development stage shall be completed prior to four years, the lot owners of the Addition shall in meeting or by mail select three persons to serve as the Property Owners Committee. These persons shall serve for terms specified by the lot owners. The owners shall cast one vote per lot owned and the owners of fifty percent of the lots in the Addition shall constitute a quorum to select or remove members of the Property Owners Committee. In the absence of a quorum in the first election, Countryside Country Arbor, L.P. shall appoint three persons to serve. The Property Owners Committee shall be charged with enforcing these restrictions and to levy and collect annual fees for its expenses, neighborhood lighting, and landscaping. This annual fee shall not exceed \$50.00 per lot unless ratified by a meeting of the owners of at least fifty percent of the lots. This annual assessment shall attach and thereafter remain a charge against and be secured by a continuing lien upon the lot, In the event that an Owner shall fail to pay in full the assessment by the delinquent date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Committee shall have the right to enforce the lien and take all appropriate actions and steps to collect any such unpaid assessments. The Committee may institute a suit to recover a money judgement for the same, together with interest thereon and reasonable expenses of collection, including attorney's fees, without foreclosing or waiving the lien hereinbefore provided. The Property Owners Committee is hereby empowered to enforce these restrictions at its discretion. The Developer, its owners, officers, and employees, and the Property Owners Committee and its individual members, shall not be held liable for any action or failure to act under this Declaration.

3. All lot owners shall keep their lots mowed and free of litter or debris. If the Property Owners Committee should determine that any lot owner is in violation of this provision, it may send a notice of violation to the lot owner which shall notify the owner to remedy the violation within ten days of the date the notice is mailed. The notice shall be mailed by certified mail to the last known address of the owner or to the address of the lot. If the lot owner fails to remedy the violation within the said ten day period, the Property Owners Committee may contract to remedy the violation and charge the lot owner. Such charge shall become a binding personal obligation of such owner and a continuing lien on the lot and the Property Owners Committee may take any action provided in paragraph 2 above to collect same.

4. All property owners shall establish permanent landscaping and lawn within 6 months of completion of the main residence.
 5. All buildings in the Addition shall be of new construction and no existing building shall be moved into the Addition except for small accessory or storage buildings with approval of the Property Owners Committee
 6. Main residences shall contain a minimum footage of 1,500 square feet. All minimum footages are exclusive of porches, stoops, terraces, garages and carports,
 7. No garage vehicular entrance shall face any street which the residence on that lot faces. All garages shall be side or rear entry.
 8. The first story exteriors, excluding windows and doors, of all residences shall be a minimum of 60% masonry or stone veneer.
 9. All mail boxes within the Addition shall be masonry or an antique metal design approved by the Property Owners Committee.
 10. If any lot owner desiring to erect, place or alter a building or fence, shall in good faith believe that the existence of the Property Owners Committee has lapsed, the lot owner shall advertise the intention to erect, place or alter a building or fence in the most widely distributed newspaper in the Addition. If in thirty days, the lot owner has not been contacted by a duly selected Property Owners Committee, the lot owner may proceed with the construction providing it is within the requirements and provisions of this declaration.
 11. No fencing shall be allowed in front of any residence except for decorative fences not exceeding four feet in height and approved by the Property Owners Committee.
 12. No above ground pools are permitted unless fully enclosed by opaque fencing of a minimum 6' height.
 13. All buildings, appurtenances, and grounds on each lot shall be maintained at all times according to standards acceptable to the Property Owners Committee including but not limited to, exterior painting.
 14. A total of two small accessory buildings per lot, each less than 100 square feet in size, are permitted if they are approved as to color and design by the Property Owners Committee. Accessory buildings less than 100 square feet in size may be constructed of metal, masonry, or wood, and must be of new construction.
One large accessory building per lot, not exceeding 800 square feet in size, is permitted if it is approved as to color and design by the Property Owners Committee. The exterior of such large accessory buildings must be wood siding, vinyl siding, masonry, or factory enameled metal. No galvanized or corrugated siding is allowed.
- E. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are after which time said covenants shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- F. AMENDMENT. Until 50% of the lots have been sold, Declarant reserves the right to amend these restrictions. After 50% of the lots have been sold, these restrictions may be amended by Agreement of 90% of the lot owners,

G. ENFORCEMENT. Any Property Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any paragraph, section, sentence clause or phrase of the

Declaration shall be or become illegal, null or void, such provision shall be frilly severable and the remaining paragraphs, sections, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby.

EFFECTIVE this June 11, 2003.
COUNTRYSIDE FIRESDE5 L.P.

Signed by James B. Webb, Manager
Countryside Fireside, L.P.

(Acknowledgment)

STATE OF TEXAS
COUNTY OF KAUFMAN

Before me, the undersigned authority, on this day personally appeared James B. Webb known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated. Given under my hand and seal of office this June 11, 2003 (signed by Karen L. Daugherty . Notary Public Stated Of Texas)

(Copy of original document can be downloaded from: www.FiresideEstatesPOA.com)

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