

150845

**CONSOLIDATED, RESTATED, AND AMENDED
RESTRICTIONS SECTIONS A, B, D, E, F, G, H AND I
FOR HARBOR POINT SUBDIVISION, TRINITY COUNTY, TEXAS**

THE STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF TRINITY

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Whereas Harbor Point Resort Company, L.P., a Texas limited partnership, was the owner and developer ("Developer") of the subdivision known as Harbor Point Subdivision, in Trinity County, Texas, and more particularly shown by the plats thereof recorded in Cabinet A, Slide 305 [Section A], Slide 306 [Section B], Slide 307 [Section C], Slide 308 [Section D], Slide 309 [Section E], Slide 322, [Sections F&G] Slides 312 and 320, [Section H], and Slide 313, [Section I], Plat Records, Trinity County, Texas; and

WHEREAS, the Developer, on February 11, 1991, executed "Subdivision Restrictions" for Sections A, B, D and E, and filed same on February 12, 1991 at Vol. 497, pages 545, et seq., Official Public Records, Trinity County, Texas; and

WHEREAS, the Developer, on April 28, 1991, executed "Subdivision Restrictions" for Section C, and filed same on May 2, 1991 at Vol. 502, pages 166, et seq., Official Public Records, Trinity County, Texas; and

WHEREAS, the Developer, on August 2, 1994, executed "Subdivision Restrictions" for Sections F and G, and filed same on August 17, 1994, at Vol. 554, pages 487, et seq., Official Public Records, Trinity County, Texas; and

WHEREAS, the Developer, on April 4, 1994, executed "Subdivision Restrictions" for Section H, and filed same on April 12, 1994, at Vol. 549, pages 216, et seq., Official Public Records, Trinity County, Texas; and

WHEREAS, the Developer, on January 16, 1995, executed "Subdivision Restrictions" for Section I, and filed same on January 16, 1995, at Vol. 561, pages 462, et seq., Official Public Records, Trinity County, Texas; and

WHEREAS, on February 14, 1991 Articles of Incorporation for HP Owners Association were filed with the Texas Secretary of State's Office, and a Certificate of Incorporation was issued under number 01182632-01; and

WHEREAS, HP OWNERS ASSOCIATION filed an Assumed Name Certificate on July 26, 2002, at Vol. 5, page 8, et seq., Assumed Name Records, Trinity County, Texas, giving notice of doing business as Harbor Point Property Owners Association; and

WHEREAS, the Developer, by that certain document entitled "Assignment of Developer's Rights", executed on June 4, 2002, and filed of record at Vol. 685, pages 132, et seq., Official Public Records of Trinity County, Texas, assigned to the HP Owners Association all of developer's rights, as more particularly set forth therein; and

WHEREAS the above referenced deed restrictions all provided, in part, under ¶ 18 (and under ¶ 15 for Section C), for amendment of the deed restrictions after December 31, 2010:

At any time after December 31, 2010, any provisions contained in these Subdivision Restrictions (except as hereinafter provided) may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of HP Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Owners Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the Office of the County Clerk, Trinity County, Texas, and shall be effective upon the date of such recordation; and

WHEREAS, the members of HP Owners Association, doing business as the Harbor Point Property Owners Association, did, at a meeting of the members, did make certain amendments to the Deed Restrictions, as more specifically set forth on that certain "2011 Amended Restrictions Sections A, B, C, D, E, F, G, H and I for Harbor Point Subdivision, Trinity County, Texas", ("2011 Amendments"), which amendments were filed at Vol. 885, pages 641, et seq., Official Public Records of Trinity County, Texas, and which 2011 Amendment approved the consolidations of the deed restrictions for Sections A, B, D, E, F, G, H and I for Harbor Point Subdivision, Trinity County, Texas; and

WHEREAS, the members of HP Owners Association, doing business as the Harbor Point Property Owners Association, did, at a meeting of the members, did make certain amendments to the Deed Restrictions, as more specifically set forth on that certain "Consolidated, Restated and Amended Restrictions Sections A, B, D, E, F, G, H and I for Harbor Point Subdivision, Trinity County, Texas", ("2012 Amendments"), which amendments were filed on August 23, 2012 at Vol. 898, pages 0084, et seq., Official Public Records of Trinity County, Texas; and

WHEREAS, the members of HP Owners Association, doing business as the Harbor Point Property Owners Association, did, at a meeting of the members, on May 4, 2013, did make certain amendments to the Deed Restrictions, to Deed Restrictions 2 and 12, as more specifically set forth herein, such amendments being underlined, and which amendments were adopted by the required percentage of votes at such meeting, and at such meeting a quorum was had;

NOW, THEREFORE, HP Owners Association, doing business as the Harbor Point Property Owners Association, (the "Association"), does hereby file these 2013 Consolidated, Restated and Amended Restrictions, which are hereby impressed on the property covered hereby, the same being described by the plats identified above, and these restrictions and covenants shall run with the land:

1. Architectural Control Committee.

There shall be established an Architectural Control Committee composed of five (5) members appointed by the Association to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of said property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

2. Single Family Residential Purposes Only.

Subject to the provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder, and excepting Section C, are restricted to use for single family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 750 square feet on all lots hereunder), a storage building (minimum floor area of 30 square feet), and subject to the following special provisions for: a private garage and a private boathouse for the sole use of the purchaser of such lot; provided however, that Lots 1 through 3, 34, 35, 52, and 53, Section A, are designated commercial and/or residential lots and may also be used for commercial purposes. A commercial business located on the designated Section A lots shall not utilize the community trash collection facilities. There shall be permitted, on any lot hereunder, a private residential structure (minimum floor area of 100 square feet) if used in conjunction with either a mobile home, travel trailer or motor home. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. No lot hereunder may be used as a residence or for permanent dwelling use unless a residential structure or camping equipment (other than a tent or other temporary camping equipment) complying with these restrictions has been placed or constructed on such lot and unless such structure or equipment has been connected to sewage disposal facilities installed by the Association or its designees.

No trailer or building may be used for camping unless it is connected to water and sewer system. Travel trailers may use internal water system of the trailer and may utilize the Harbor Point sewage dump station. Harbor Point does not supply water to campers not utilizing and paying the applicable fees for the Campground facilities.

3. Architectural Standards.

Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; (ii) all construction must be of new material, except stone, brick, inside structural material, or other materials used for antique

decorative effect if such use is approved in writing by the Architectural Control Committee, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iv) the exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Association or the Architectural Control Committee. Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Architectural Control Committee) and shall be a minimum of eighteen feet (18') in length. Each culvert will be a minimum of twelve inches (12") in diameter, galvanized, corrugated steel with an eighteen (18) gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways.

4. Fences and Other Structures and Improvements.

No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot except as approved by the Architectural Control Committee.

5. Set Back Lines.

Subject to and without impairment of the easements reserved or granted in these restrictions and all rights or easements held by Developer or others, fences shall be permitted to extend to the boundary lines of all lots and/or tracts hereunder, except fences shall not be permitted along or within ten (10) feet of any lot or tract boundary line adjoining a road or street right-of-way; provided, that Association may in its sole discretion grant a variance on a case-by-case basis.

6. Set Back Lines.

No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than ten (10) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous

whole and/or fractional lots owned by (and/or under a contract to be conveyed by the Developer to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper or structure shall be located nearer to the front lot line than ten (10) feet.

No building, mobile home or structure other than a fence shall be located or permitted to remain on or over any of the utility easements areas reserved or granted in these restrictions.

7. Pets.

No animals or birds, other than household pets, shall be kept on any lot. Dogs shall be permitted only if continuously contained by leash or within a fenced area.

8. Residential Use of Other Structures.

Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently. Camping shall be permitted on all lots hereunder but shall be limited to use of camping trailers, van conversions, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes, tents and other camping shelter. There shall be no minimum floor area in regard to such camping equipment; however, any such camping equipment must be of good appearance and in good repair and shall not be permitted on any lot hereunder if found to be unacceptable by the Architectural Control Committee. Converted buses may not be placed and may not remain on any lot hereunder. Mobile homes may be placed and used on all lots hereunder only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee. The Architectural Control Committee requirements are: (a) that the mobile home be of late model; have a minimum floor area of 750 square feet on all lots hereunder; in good repair and of attractive design and appearance; underskirted with materials approved by the Architectural Control Committee; and securely anchored in accordance with the minimum requirements of the State of Texas; (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that such mobile home must be lawfully connected to sewage disposal facilities installed by the Developer or its successors or assigns prior to occupancy. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence or mobile home may be constructed and/or placed on any one lot.

Any home owner with three (3) or more lots adjacent to each other may utilize one of the lots as a guest lot. This lot may be utilized for a guest travel trailer or building (300 square foot

minimum) as long as it is connected to the water and sewer system. Guests are not considered residents and must not remain longer than thirty (30) days on such lot.

9. Utility Easements.

Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within five (5) feet of the rear lot lines and side lot lines (other than street lines) of all lots and/or tracts hereunder, along and within ten (10) feet of the street lines of all lots and/or tracts hereunder, and in the streets, alleys, boulevards, lanes and roads of the subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities. The easement rights herein reserved include the privilege of anchoring any support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. All such easements are reserved for the use and benefit all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, television cables, road drains and other public and quasi-public utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lot lines," as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the Developer to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot.

The Association may, on any lot and/or lots then owned by it, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings and other recreational and/or community facilities, campsites, camping pads, and restrooms, sales offices, water plants, sewage treatment plants, and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 8, 11 and 12 hereof shall not apply thereto.

10. Plumbing and Sewer.

No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into waste disposal facilities installed by the Developer or its designees, without the written consent of the Association. Not more than one dwelling may be served by a single water or sewer connection.

11. Completion of Improvements.

Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans or buses. Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors. The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. Maintenance Fees.

Subject to the provisions of numbered paragraph 13 hereof, as to each lot hereunder (other than any lots excluded from the provisions of this paragraph pursuant to numbered Paragraph 9 hereof), an assessment is hereby made. All dues will be the same for each property owner as long as each property they own is adjacent to each other. (A monthly fee of \$24.00, billed every six (6) months). Any property not adjacent to property owner's main home lot will be charged \$2.00 every six (6) months for each lot if said lot is not being used for storage or a place to live or rent. A non adjacent storage lot (property with a storage building) will have a one time fee of \$12.00 each six (6) months. All lots with a house or mobile home exceeding 750 square feet of living space (adjacent or non adjacent lots) will be charged full dues even if rented. Any lot, regardless of adjacent or non-adjacent status, which is rented and/or leased, shall assume the full assessment, non-prorated, amounts for the billing period. At any time and from time to time, HP Owners Association (a Texas non-profit corporation) may elect, by majority vote of the entire Board of Directors plus a majority of votes cast at a meeting of the members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting. Said assessment shall accrue from the earlier of the date of the agreement for deed from the Developer as seller to a purchaser or of the conveyance by the Developer as grantor. Such

assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to HP Owners Association, its successors and assigns, the owner of said assessment funds, on January 1 of each year; said assessment lien shall conclusively be deemed to have attached. Such assessment shall be payable monthly, quarterly, semi-annually or annually, either in arrears or in advance, as determined from time to time by HP Owners Association, except that such assessment shall never be payable more than twelve (12) months in advance. In the event such assessment is made payable in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment is not paid in full by the thirtieth (30th) day following the due date thereof, the unpaid amount of such assessment shall bear interest from such thirtieth (30th) day at the rate of ten percent (10%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessments and any interest thereon plus any expenses incurred in attempting to collect same, including, without being limited to, reasonable attorneys' fees.

13. Use of Maintenance Fees.

The assessments described in numbered Paragraph 12 hereof may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, boat ramps, piers, playgrounds, cabanas, community buildings and other improvements in Harbor Point Subdivision, for the purchase and rental of land and other property and facilities by HP Owners Association, for security guards, for central garbage disposal containers at Harbor Point Subdivision, for insurance and/or bond coverage related to any such improvements, facilities, guards or personnel, for the payment of property and other taxes, for the payment of utility costs and maintenance expense on Section C of Harbor Point Subdivision and other areas designated by the Developer for periodic camping use, for the repayment of any advances which may be made by the Developer or its affiliates to cover the cost and expense of any of such purposes and uses, and for any other uses approved by the Board of Directors of the Association. The use and benefit of the above described improvements and facilities shall be restricted to the members of HP Owners Association, their families and authorized guests, owners and purchasers of undivided interests in Section C of Harbor Point Subdivision and other areas designated by the Association for periodic camping use, and other persons and classes of persons designated by the Association. "Harbor Point Subdivision," as such term is used herein, shall include the property covered by these restrictions and all other property in Trinity County, Texas, which may have heretofore or may hereafter be subdivided, platted and/or designated by the Developer as a portion of Harbor Point Subdivision. The lien securing such assessments shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed, and/or any lien held by the Association. Assessments against lots owned by the Developer shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then

in force and no assessment shall be made against the Developer nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated). At any time, as to any lot then owned by the Developer not covered by a contract with the Developer then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled.

14. No Subdivision of Lots.

No lot may be subdivided without the consent of the Association, which consent may be granted or withheld at the sole discretion of the Association. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.

15. No water wells.

No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated in writing by the Association.

16. Enforcement of Deed Restrictions.

Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Trinity County, HP Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the Association shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

17. Liability.

Neither the Association, the Developer, nor the directors, officers or representatives of the Developer, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of HP Owners Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions.

18. Amendment of Deed Restrictions.

At any time after December 31, 2010, any provisions contained in these Subdivision Restrictions (except as hereinafter provided) may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of HP Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Owners Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the Office of the County Clerk, Trinity County, Texas, and shall be effective upon the date of such recordation

19. Developer.

The "Developer", as such term is used herein, shall mean Harbor Point Resort Company, L.P. and/or any person or entity to whom Harbor Point Resort Company, L.P. may hereafter, from time to time, by document(s) recorded in the Office of the County Clerk, Trinity County, Texas, assign any or all of the rights or powers of the Developer hereunder, and/or any successive assignees of such rights or powers.

20. Invalidation.

Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

21. No trailer or building may be used for camping unless it is connected to water and sewer system. Travel trailers may use internal water system of the trailer and may utilize the Harbor Point sewage dump station. Harbor Point does not supply water to campers not utilizing and paying the applicable fees for the Campground facilities.

22. All vehicles (including but not limited to automobiles, trucks and motorcycles), water craft, and trailers, kept on property owners lots, must have current licenses, registration and inspections and stickers as applicable. All vehicles must be either road or water worthy.

These restrictions are effective upon filing in the County Clerk of Trinity County, Texas.

Executed on this 20th day of June, 2013.

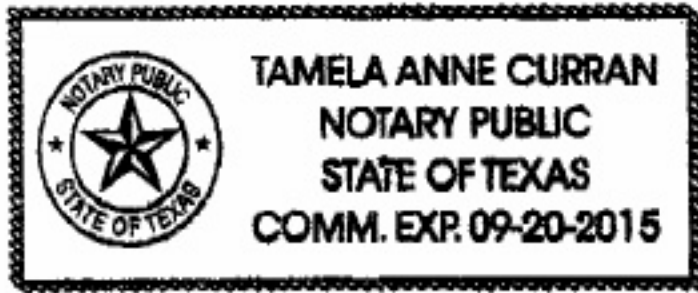
HP OWNERS ASSOCIATION, doing business as
the HARBOR POINT PROPERTY OWNERS
ASSOCIATION

By: Larry Mahler
LARRY MAHLER, President

THE STATE OF TEXAS *

COUNTY OF POLK *

ACKNOWLEDGED by LARRY MAHLER, President, HP Owners Association, doing
business as the Harbor Point Property Owners Association on this 20th day of June, 2013.



Tamela Anne Curran
NOTARY PUBLIC, STATE OF TEXAS

After filing return to:

Travis E. Kitchens, Jr.
Lawyer
P. O. Box 1629
Onalaska, Texas 77360

FILED
at 1:30 o'clock P M

JUN 20 2013
DIANE MOFFORY
COUNTY CLERK TRINITY CO., TEXAS
By: [Signature] Deputy