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**2016 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:

COUNTY OF TRINITY *

This 2016 CONSOLIDATED, RESTATED, AND AMENDED RESTRICTIONS SECTION A, B, C, D, E, F, G, H, AND I FOR HARBOR POINT SUBDIVISION is made and effective as of October 22, 2016, by the HP Owners Association, doing business as the Harbor Point Property Owners Association.

WHEREAS, Harbor Point Resort Company, L.P., a Texas limited partnership, was the owner and developer, with its principal office in Trinity, Trinity County, Texas, (hereinafter called "Developer"), being the record owner of that certain tract of land which has heretofore been platted into that certain subdivision known as "Harbor Point Subdivision", (hereinafter called "Harbor Point" and/or "Subdivision"), in Trinity County, Texas, according to the plat of said subdivision recorded in the office of the County Clerk of Trinity County, Texas, and recorded in the Official Public Records of Trinity County, Texas, at 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], reference to which is hereby made for all purposes; 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 by 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 by that certain "Consolidated, Restated, and Amended Restrictions Sections A, B, C, D, E, F, G, H and I for Harbor Point Subdivision, Trinity County, Texas", ("2012 Amendments"), which amendments were filed at Vol. 898, pages 008, et seq., Official Public Records of Trinity County, Texas, and which 2012 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, as provided by the deed restrictions, 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 Restrictions"), which amendments were filed at Vol. 898, pages 084, et seq., Official Public Records of Trinity County, Texas, and which 2012 Restrictions 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 on October 22, 2016, as provided by the deed restrictions, did make certain amendments to the Deed Restrictions, as more specifically set forth on this "2016 Amended Consolidated, Restated, and Amended Restrictions Sections A, B, D, E, F, G, H and I for Harbor Point Subdivision, Trinity County, Texas", ("2012 Restrictions"); and

NOW, THEREFORE, HP Owners Association, doing business as the Harbor Point Property Owners Association, (the "Association"), does hereby filed this 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, which amendment shall only affect Section 12, with the new Section 23 being added:

B. Restrictions and Covenants

12. Maintenance Fees.

- (a) 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.
- (b) 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 \$26.00, billed every six (6) months). As used herein "adjacent means the lot immediately next to the property owner's lot upon which is situated the residence of the property owner. In no event shall more than three (3) lots shall be considered adjacent and subject to the benefit this deed restriction provides.
- (c) 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 will have a one time fee of \$12.00 every six (6) months.
 - (1) The Association allows a lot that is contiguous to another lot at the back property line to be considered an adjacent lot used.
- (d) 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. Any lot, regardless if adjacent or non-adjacent

- status which is rented and/or leased shall assume the full maintenance assessment, non-prorated, amounts for the billing period.
- (e) 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, at which a quorum is represented, 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.
 - (f) 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 to each lot, and is an assessment to run with the ownership of said lots.
 - (g) 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.
 - (h) 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 be subject to a late fee of \$15.00 shall be added to the amount due for three (3) months per billing period. The Board of Directors may adopt a resolution on the enforcement of this deed restriction establishing the assessment.
 - (i) 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.
 - (j) The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the HP Owners Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set.

The 2012 Restrictions are further amended by add the following new restriction No. 23:

23. Use of Adjacent Lots.

- (a) This Article is intended to comply with Section 209.015 , Texas Property Code, and the Board of Directors is authorized to adopt such rules, regulations and resolutions to effect the intend of this Article.
- (b) As used in this Section 23, "Adjacent lot" means: (1) a lot that is contiguous to the primary lot that fronts on the same street; (2) with respect to a corner lot, a lot that is contiguous to the corner lot by either a side property line or a back property line; and/or (c) if permitted by the dedicatory instrument, any lot that is contiguous to another lot at the back property line. In no event shall more than three (3) lots shall be considered adjacent.
- (c) As used in these Bylaws, "Residential purpose" with respect to the use of a lot: (1) means the location on the lot of any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and (2) includes the location on the lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well and, if otherwise specifically permitted by the dedicatory instrument, the parking or storage of a recreational vehicle.
- (d) An owner must obtain the approval of the Architectural Control Committee, based on criteria prescribed by the dedicatory instruments specific to the use of a lot for residential purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the residential purpose, before the owner begins the construction, placement, or erection of a building, structure, or other improvement for the residential purpose on an adjacent lot.
- (e) An owner who elects to use an adjacent lot for residential purposes under this section shall, on the sale or transfer of the lot containing the residence: (1) include the adjacent lot in the sales agreement and transfer the lot to the new owner under the same dedicatory conditions; or (2) restore the adjacent lot to the original condition before the addition of the improvements allowed under this section to the extent that the lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the owner.
- (f) An owner may sell the adjacent lot separately only for the purpose of the construction of a new residence that complies with existing requirements in the dedicatory instrument unless the lot has been restored as described in this Section 23.

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

Executed on this 13th day of January, 2017.

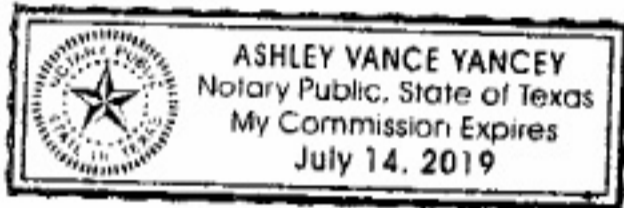
HP OWNERS ASSOCIATION, d/b/a HARBOR
POINT PROPERTY OWNERS ASSOCIATION

By: Larry Mahler
LARRY MAHLER, President

THE STATE OF TEXAS *

COUNTY OF POLK *

ACKNOWLEDGED by LARRY MAHLER, President, HP Owners Association, doing
business as Harbor Point Property Owners Association, on this 13th day of January, 2017.



Ashley Vance Yancey
NOTARY PUBLIC, STATE OF TEXAS

After Filing return to:

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

FILED
at 12:05 o'clock P M
JAN 17 2017
SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS
By [Signature] Deputy