

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:

*

COUNTY OF TRINITY

*

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.

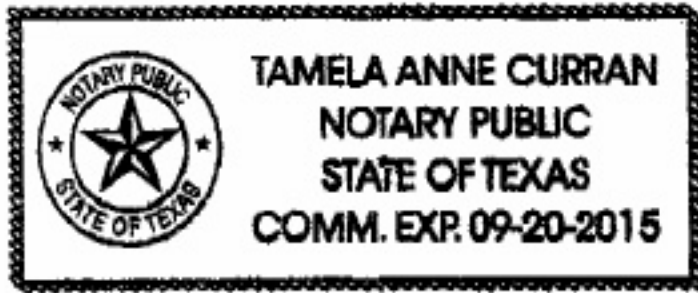
HP OWNERS ASSOCIATION, doing business as
the HARBOR POINT PROPERTY OWNERS
ASSOCIATION

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

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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

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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.

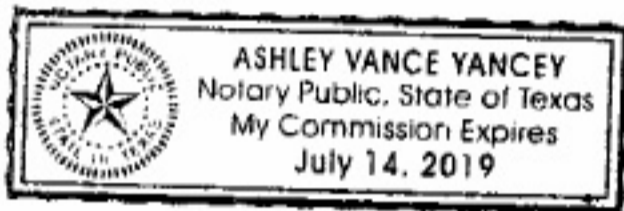
HP OWNERS ASSOCIATION, d/b/a HARBOR
POINT PROPERTY OWNERS ASSOCIATION

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF
HARBOR POINT PROPERTY OWNERS ASSOCIATION
CONCERNING BOOKS AND RECORDS**

The Board of Directors (the "Board") of the HARBOR POINT PROPERTY OWNERS ASSOCIATION (the "Association"), at a meeting of the Board on ~~November 7~~ 2016, at which a quorum of the Directors were present as required by the Bylaws of the Association, and after consideration, motion and vote, adopted by unanimous vote of the directors present, the following resolution concerning the procedures for examination and obtaining records of the Association is intended to set forth what personal information of the members is subject to disclosure, and the procedure for obtaining same. Accordingly, it is

RESOLVED that the Association's formal policy as to the examining of the books and records of the Association and obtaining copies of records examined, shall be as follows:

1. The Association shall make the books and records of the association, including financial records, open to and reasonably available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with this Resolution. An owner is entitled to obtain from the association copies of information contained in the books and records, as provided for by this Resolution, upon payment of the charges authorized by this Resolution and Section 209.005, Texas Property Code.
2. Except as provided by this Subsection an attorney's files and records relating to the property owner's association, excluding invoices requested by an owner under Section 209.008 (d), are not (a) not records of the association; and/or (b) are not subject to inspection by the owner or production in a legal proceeding. If a document in an attorney's files and records relating to the association would be responsive to a legally authorized request to inspect or copy association documents, the document shall be produced by using the copy from the attorney's files and records if the association has not maintained a separate copy of the document. This subsection does not require production of a document that constitutes attorney work product if that is privileged as an attorney-client communication.
3. An owner or the owner's authorized representative described by Section 1 above must submit a written request for access or information under Section 1 above by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 209.004. The request must contain an election either (a) to inspect the books and records before obtaining copies, or (b) have the Association forward copies of the requested books and records.
 - (a) If an inspection is requested, the association, on or before the 10th business day after the date the association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association; and

- (b) if copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request, except as otherwise provided by this section.
- 4. If the Association is unable to produce the books or records requested under Section 3 above on or before the 10th business day after the date the Association receives the request, the Association must provide to the requestor written notice that:
 - (a) informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and
 - (b) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.
- 5. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party.
- 6. The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.
- 7. The Association hereby incorporates by reference the provisions of 1 Texas Administrative Code, Section 70.3, entitled "Charges for Providing Copies of Public Information", a copy of the current Section 70.3 being attached to this Resolution as Appendix "A". The Association will charge for the compilation, production, and reproduction of information requested under this Resolution. The prescribed charges may include all reasonable costs of materials, labor, and overhead but in no event shall exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3.
- 8. The record production and copying policy prescribed by this Resolution shall be recorded as a dedicatory instrument in accordance with Section 202.006, Texas Property Code.
- 9. An owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this subsection.
- 10. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 11. The Association must estimate costs under this section using amounts prescribed by the policy adopted under this Resolution.
- 12. Except as provided by this Resolution, and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner of

- an Association, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner.
13. The books and records described by paragraph 12 hereof shall be released or made available for inspection if:
 - (a) the express written approval of the owner whose records are the subject of the request for inspection is provided to the Association; or
 - (b) a court orders the release of the books and records or orders that the books and records be made available for inspection.
 14. The Association hereby adopts the following document retention policy that includes, at a minimum, the following requirements:
 - (a) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
 - (b) financial books and records shall be retained for seven years;
 - (c) account records of current owners shall be retained for five years;
 - (d) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
 - (e) minutes of meetings of the owners and the board shall be retained for seven years; and
 - (f) tax returns and audit records shall be retained for seven years.
 15. As provided for by Section 209.005 (n), Texas Property Code, a member of the Association who is denied access to or copies of Association books or records to which the member is entitled under this section may file a petition with the justice of the peace of a justice precinct in which all or part of the property that is governed by the Association is located requesting relief in accordance with this subsection. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:
 - (a) a judgment ordering the Association to release or allow access to the books or records;
 - (b) a judgment against the Association for court costs and attorney's fees incurred in connection with seeking a remedy under this section; or
 - (c) a judgment authorizing the owner or the owner's assignee to deduct the amounts awarded under Subsection (b) of this Section 15 from any future regular or special assessments payable to the Association.
 16. If the Association prevails in an action under paragraph 15, the Association is entitled to a judgment for court costs and attorney's fees incurred by the Association in connection with the action.
 17. On or before the 10th business day before the date a person brings an action against the Association under this Section 209.005, Texas Property Code, the person must send written notice to the Association of the person's intent to bring the action. The notice must:
 - (a) be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the

Association or authorized representative as reflected on the most current management certificate filed under Section 209.004, Texas Property Code; and

- (b) describe with sufficient detail the books and records being requested.
18. For the purposes of this Resolution, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.
 19. Fees. The establishment of the attached "Fee Schedule" is intended to comply with this Resolution and with 1 Texas Administrative Code, Section 70.3 ("Section 70.3"). The charges in Section 70.3 (b)(2), are incorporated herein by reference and adopted as the policy of the Association by this Resolution.
 20. The President, or his designee, for good cause, shall have the authority to waive any fees established by this resolution.
 21. Under no circumstances shall the original books and records of the Association be allowed to leave the office of the Association with any member requesting examination and copying of the books and records.
 22. It is the intent of the Board of Directors that this resolution comply with Article 1396-2.23, "Books and Records", and Article 1396-2.11B, "Voting Members' List for Meeting", Texas Non-Profit Corporation Act; Section 22.351, Texas Business Organizations Code; Section 209.005 of the Texas Property Code; and any applicable Bylaws of the Association."
 23. This resolution is effective upon filing with the Trinity County Clerk.

Signed this 11th day of November, 2016.



LARRY MAHLER, President

ATTEST:


_____, Secretary

STATE OF TEXAS

*

COUNTY OF TRINITY

*

This instrument was acknowledged before me on the 7th day of November, 2016, by LARRY MAHLER, President, HARBOR POINT PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation on behalf of said corporation.



Ashley Vance Yancey
NOTARY PUBLIC, STATE OF TEXAS

FEE SCHEDULE

A. Copy charge.

- (1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page. HOWEVER, should an outside copy service be required, the actual cost charged for the copies shall be the cost for the copies.
- (2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - (A) Diskette- -\$1.00;
 - (B) Magnetic Tape- -actual cost;
 - (C) Data cartridge- -actual cost;
 - (D) Tape cartridge- -actual cost;
 - (E) Rewritable CD (CD-RW) - -\$1.00;
 - (F) Non-rewritable CD (CD-R)- -\$1.00;
 - (G) Digital Video Disc (DVD)- -\$3.00;
 - (H) JAZ drive- -actual cost;
 - (I) Other electronic media- -actual cost;
 - (J) VHS video cassette- -\$2.50;
 - (K) Audio cassette- -\$1.00;
 - (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper- -See also §70.9 of this title)- -\$0.50;
 - (M) Specialty paper (e.g. Mylar, blueprint, map, photographic- -actual cost;
 - (N) Flash or Thumb Drive - - actual costs.

B. Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge for the programmer's actual charges, to be itemized, but in no event to be more than \$28.50 per hour. The Association may require advance payment of a deposit for the approximate charge for the programmer's work.

C. Labor charge for locating, compiling, manipulating data, and reproducing public information.

- (1) The charge for labor cost incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied or located in:

- (A) Two or more separate buildings that are not physically connected with each other;
or
 - (B) A remote storage facility. For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
- (A) To determine whether the Association will raise any exceptions to disclosure of the requested information under Section 209.005, Texas Property Code; or
 - (B) To research or prepare a request for a ruling by the a court of competent jurisdiction.
- (4) When confidential information pursuant to a mandatory exception of the Texas Property Code is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to this Fee Schedule.

D. Overhead charge.

- (1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.
- (2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to this resolution.
- (3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$); and one hour of programming labor charge ($\$28.50$), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

E. Microfiche and microfilm charge.

- (1) If the Association already has information that exists on microfiche and microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the Association should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. If the Association does not have microfiche and/or microfilm reproduction capacities, then the actual cost for contracting such services shall be paid by the property owner requesting the records.
- (2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

F. Remote document retrieval charge.

- (1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by the Association to store current records on-site. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.
- (2) If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (C)(1) above.

G. Computer resource charge.

- (1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some of all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.
- (2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.
- (3) The charges in this section are averages. The Association shall determine which category(ies) of computer system(s) used to fulfill the public information request most

closely fits its existing system(s), and set its charge accordingly. Type of System- -Rate:
mainframe- -\$10 per CPU minute; Midsize- -\$1.50 per CPU minute; Client/Server- -
\$2.20 per clock hour; PC or LAN- -\$1.00 per clock hour.

- (4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .
- (5) If the Association does not have in-house computer capabilities, and it becomes necessary to contract with a private company for such services, the property owner requesting the records shall deposit sufficient funds to cover the estimated cost of such computer service.
- H. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
- I. Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
- K. Miscellaneous charges: If the Association accepts payment by credit card for copies of Association information and is charged a "transaction fee" by the credit card company, the Association may recover that fee.

After Filing Return to:

Travis E. Kitchens, Jr.
Lawyer
P. O. Box 1628
Onalaska, Texas 77360

THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Trinity County, Texas in the Volume and Page as noted hereon by me

Shasta Bergman
County Clerk, Trinity County


By:  Deputy



FILED
at 2:40 o'clock P M

NOV 07 2016

SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS

By:  Deputy

**RESOLUTION ADOPTING
ALTERNATIVE PAYMENT SCHEDULE GUIDELINES
for
HARBOR POINT PROPERTY OWNERS ASSOCIATION**

The Board of Directors (the "Board") of the HARBOR POINT PROPERTY OWNERS ASSOCIATION, (the "Association"), being the property owners association for the Harbor Point Subdivision in Trinity County, Texas, at a meeting of the Board on November 7, 2016, at which a quorum of the Directors were present as required by the Bylaws of the Association, and after consideration, motion and vote, adopted by unanimous vote of the directors present, the following resolution concerning the adoption of an alternative payment schedule guidelines, required by Section 209.0062 of the Texas Property Code. Accordingly, it is

Resolved that the Association's alternate payment schedule guidelines shall be as follows:

1. It is the policy of the Association that any agreement entered into by and between the Association and any property owner ("Owner") in the Subdivision shall comply with Section 209.0062, Texas Property Code;
2. Upon the request of an Owner, the Board of Directors shall approve a plan whereby the Owner shall be authorized to enter into an "Alternative Payment Schedule Plan" ("Payment Plan"), and make partial payments of any regular assessment, special assessments, and/or any other amount owed to the Association over such period of time as may be agreed upon between the Association and the Owner, but in no event shall the Payment Plan be for a period of time of less than three months;
3. Any Payment Plan entered into by the Association shall not extend more than 18 months from the date of the owner's request for a payment plan.

4. The association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan.
5. The Payment Plan shall be in writing, in such form as set forth by Attachment "A", shall be acknowledged before a notary public and capable of filing in the Official Public Records of Trinity County, Texas;
6. The Payment Plan shall be an enforceable contract and shall confirm the amounts due to the Association, including a breakdown of assessments, penalties, late fees, and interest, if applicable;
7. During the existence of the Payment Plan, and provided that all payments are timely paid by the Owner, no additional "monetary penalties" shall be charged to the Owner. For the purpose of this Resolution, "monetary penalties" does not include reasonable costs association with administering the payment plan or interest;
8. Should the Owner become delinquent in the payments under the Payment Plan, then the Payment Plan may be, at the discretion of the Association, filed in the Official Public Records of Trinity County, Texas. For the purpose of this Resolution "delinquent" means that payment was not received by the Association on or before 5:00 o'clock p.m. Central Time on the date the payment is due.
9. The Owner shall be responsible to pay a flat fee of \$50.00 for preparation of the Payment Plan, which shall be due upon the execution and return to the Association by the Owner with Owner's first payment under the Payment Plan.
10. Should the Owner become delinquent in payment under the Payment Plan, then the Association shall send a letter, in the form attached hereto as "Attachment B", to the Owner,

by first class mail and certified mail, return receipt requested, giving notice of the delinquency and making demand for Owner to pay, in full, within thirty (30) days of the date of the letter, all amounts due under the Payment Plan. If the Owner has not paid all amounts due in such time, then the Association will, at its discretion, take further legal action to enforce its rights and seek judicial foreclosure of the maintenance fee lien provided by the deed restrictions.

11. This resolution is effective upon filing with the Trinity County Clerk.

Signed this 7 day of November, 2016.



LARRY MAHLER, President

ATTEST:

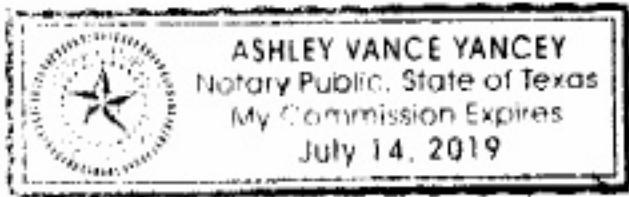


, Secretary

STATE OF TEXAS *

COUNTY OF TRINITY *

This instrument was acknowledged before me on the 7th day of NOVEMBER, 2016,
by LARRY MAHLER, President, HARBOR POINT PROPERTY OWNERS ASSOCIATION, a
Texas non-profit corporation on behalf of said corporation.



Ashley Vance Yancey
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY

*

*

PAYMENT PLAN

IT IS THE INTENT OF THE PARTIES TO THIS PAYMENT PLAN THAT THIS PAYMENT PLAN IS INTENDED TO COMPLY WITH SECTION 209.0062, TEXAS PROPERTY CODE.

A. Parties to Payment Plan¹

Association: HARBOR POINT PROPERTY OWNERS ASSOCIATION

Mailing Address: 122 Trinity Dr., Trinity, Texas 75862

Contact Person/Phone: Larry Mahler, Telephone: (936) 594-7853

Owner(s):²

Mailing Address:

Contact Person/Phone:

B. Property Involved in Payment Plan³

Lot(s): _____ Block: ____, Section: _____, of _____ Subdivision, _____ County,

Texas; Filing Information: Vol. _____, Page _____.

¹The full legal name(s) of the owners should be obtained at the earliest possible time. See the information in footnote 3 below.

²Repeat for each Owner; each Owner (i.e. person with interest in the property) should sign the Payment Plan.

³You should get copies of deed to the property at this time. Should legal action be required later, then you will have to get deeds any way. The Owner should have this information, but if they do not, obtaining the deed from your County Clerk is not (normally) a complicated process. Most County Clerk's offices I have dealt with are competent and helpful in doing this type of legal research.

C. Itemization of Amounts Due on Effective Date of Payment Plan⁴

- 1. Regular Assessments for years: _____ \$ _____
- 2. Special Assessments for years: _____ \$ _____
- 3. Penalties/Late Fees: _____ \$ _____
- 4. Interest: _____ \$ _____
- 5. One Time Payment for Preparation of Payment Plan: _____ \$ _____

TOTAL DUE UNDER PAYMENT PLAN: \$ _____

D. Agreement Pay Monthly Payments

- 1. The parties hereto stipulate and agree that on the effective date of this Payment Plan that the total currently due, being \$ _____, shall be paid in _____ monthly payments with the first monthly payment of \$ _____ due on the _____ day of each month, starting on _____, 201____.
- 2. Owner further stipulates and agrees that all current regular assessments, payable [monthly] [annually], in the amount of \$ _____ shall continue to be paid timely. Should the current regular assessments not be paid timely, then this Payment Plan will be deemed in default.
- 3. The Owner shall be responsible to pay a flat fee of \$ _____ for preparation of the Payment Plan, which shall be due upon the execution and return to the Association by the Owner with Owner's first payment under the Payment Plan.
- 4. During the existence of this Payment Plan, and provided that Owner shall not be in default of this Payment Plan, no additional "monetary penalties" shall be charged to the Owner. For the purpose of this Payment Plan, "monetary penalties" does not include reasonable costs association with administering the payment plan or interest.

E. Default of Payment Plan

- 1. Owner shall be in default if owner fails to pay any payment due under this Payment Plan.
- 2. Should the Owner become delinquent in the payments under the Payment Plan, then the Payment Plan may be, at the discretion of the Association, filed in the Official Public Records of _____ County, Texas. For the purpose of this Resolution "delinquent" and/or "in default" means that payment was not received by the Association on or before 5:00 o'clock p.m. Central Time on the date the payment is due.
- 3. Upon default, the Association shall send a letter to Owner advising Owner of default and giving notice that all amounts due under the Payment Plan, together with any additional

⁴These amounts should be SPECIFIC. You might attach a print out of your bill/statement. Assume that you will have to account for each penny you claim is due the Association.

amounts due as provided for by this Payment Plan, shall be paid in full within thirty (30) days of the letter. This letter shall be sent by first class mail and certified mail, return receipt requested, and shall give the Owner notice of the Owner's default and delinquency and make demand for Owner to pay, in full, within thirty (30) days of the date of the letter, all amounts due under the Payment Plan. If the Owner has not paid all amounts due in such time, then the Association will, at its discretion, take further legal action to enforce its rights and seek judicial foreclosure of the maintenance fee lien provided by the deed restrictions.

- 4. Upon default, the Association shall have the right to file this Payment Plan in the Official Public Records of the County Clerk of Trinity County, Texas.
- 5. The letter referenced in this Payment Plan shall comply with Chapter 209, Texas Property Code.

F. General Terms and Conditions

- 1. All amounts due under this Payment Plan are due and payable to Association at the Association's office located in Trinity County, Texas.
- 2. This agreement is stipulated and deemed to have been made in Trinity County, Texas, and all rights, duties, and obligations under this agreement are payable and enforceable in Trinity County, Texas. This agreement's validity, construction, breach, performance and operation shall be governed by the laws of the State of Texas and any legal action related to this agreement or the validity, construction, breach, performance and operation of same shall be brought only in the District Court of Trinity County, Texas.
- 3. Signed on the dates of our respective acknowledgments.

ASSOCIATION:

HARBOR POINT PROPERTY OWNERS ASSOCIATION

By: _____
Authorized Representative

OWNER(S):⁵

⁵Repeat as necessary for each Owner

STATE OF TEXAS *
COUNTY OF _____ *

This instrument as acknowledged before me on the _____ day of _____, 201__, by _____ (Owner).

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF _____ *

This instrument was acknowledged before me on the _____ day of _____, 201__, by _____, HARBOR POINT PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation on behalf of said corporation.

NOTARY PUBLIC, STATE OF TEXAS



After filing return to:

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

THE STATE OF TEXAS
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Trinity County, Texas in the Volume and Page as noted hereon by me.


Shasta Bergman
County Clerk, Trinity County

By:  

FILED
at 2:40 o'clock A M

NOV 07 2016

SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS

By:  Deputy