As authorized by majority vote on Proposal 3 in the July 8, 2023 annual meeting, this document incorporates current Amendments with the original Restrictions combining Section I and II into one document. This is a first pass at accomplishing this task.

1. (I & II) There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property: to preserve, so far as practical, 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 material, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; 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.

Neither the undesigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Harbor Point Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

2.(I & II) “Subject to provisions of numbered paragraph 10 hereof, and except on those lots designated as commercial lots, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private boathouse, a private storage building and a private garage for the sole use of the owner or occupant. Lots 178, 179, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 455, 456, 457, 458, 936, 937, 938, 946, 947, 948, in Section I are designated as commercial lots and shall be used only for residential purposes as set forth above and for retail sales establishment so conducted that they do not unduly conflict with the residential character of the Subdivision, and all provisions of these restrictions apply to lots designated as commercial lot unless commercial lots are specifically excluded from such provisions.”

3. (I & II) Subject to the provisions of numbered paragraphs 9 and 10 hereof, (i) no used existing buildings 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; all construction must be of new material (except stone, brick, and inside structural material, if such use is approved in writing by the Architectural Control Committee) and (II) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used on any structure without written approval of the Architectural Control Committee, and (III) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, without written prior consent of the Architectural Control Committee.

4. (I) No building exceeding two stories in height shall be erected on any lot. Each residential building, subject to paragraph 9 and 10 hereof, shall have a minimum floor area of 720 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

5. (I & II) No building, fence, or other structure or improvements shall be erected, placed, or altered, on any lot until two (2) copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed locations of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. (I & II) Fences shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the lot owner or purchaser and not the utility company.

(Section II Paragraph 4)

7. (I) No building or mobile home 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, or nearer to the front lot line than twenty (20) feet; provided, however, that the Architectural Control Committee may allow lesser set backs when unusual topography or design warrant it.

“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 undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and / or either of the two outermost side lot lines considering said contiguous whole and / or fractional lots as one lot, if the combined width of said contiguous whole and / or fractional lots is at least 50 feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements.

 (II) No building, travel trailer, camper or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet or nearer to the front lot line than ten (10) feet. “Side lot line” and “rear lot line”, respectively, as used in the 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 undersigned to) the same person or persons and used as a single site, shall thereafter mean, respectively, each and / or either of the two outermost side lot lines and rear lot lines farthest from the front lot line considering said contiguous whole and / or fractional lots as one lot.

(Section II Paragraph 5)

8. (I & II) By authority of Amendment X, Paragraph 8 Section I and Paragraph 6 Section II are amended in their entirety as follows:

No animals or birds, except for chickens (hens only: maximum of 4 up to 1 acre), other than household pets, shall be kept on any lot. All animals shall be contained either by fence or leash on lots that you own. There shall be no animals such as horses, cows, goats, sheep or hogs.

Rules for chickens: Owners must have Architectural approval and sign a contract acknowledging the rules, regulations, restrictions, and entrance onto the property. Restricted to rear lot yards, 20 feet from rear and side lot lines. Coop is to be 36 inches off the ground, minimum of 4 feet containment fence, maximum of 8 feet, 360 degrees, all sides and top must be fenced and covered. Coop area must be secured so no wild animals of any kind can enter coop area. Coop must be made of new material. Minimum inside of coop, 4 square feet per bird. 15 square feet per bird in the run area/pen, not exceed 20 square feet max per bird. Coop must be kept clean and always maintained. No chicken caraccas, waste or feces can be dumped in HPOA dumpsters. HPOA has the right to enter property to cure all violations. Any chicken that is loose, coop violations, non-prior approval architect form, and any/all chicken restrictions that are violated are subject to a $500.00 fine and immediate seizure of chickens.

 (Section II Paragraph 6)

9. (I & II) Except as provided below in regard to camping, no outbuildings, boathouse, toolhouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. (Section II…. as all lots are subject to a flooding easement in favor of Brown County Water Improvement District Number 1.)

 (I) Mobile homes (including travel type trailers used as mobile homes) may be placed and used upon any lot only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirement which in its judgement is deemed proper, including the following requirements:

(a) That the mobile home be of late model, in good repair and of attractive design and appearance, and underpinned within ninety (90) days with material approved by the Architectural Control Committee,

(b) That the mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers: otherwise no mobile home shall be placed on any lot, and

(c) Water service must be connected and a approved septic tank must be installed for each mobile home, each residence of any kind and each travel trailer and all sanitary plumbing and facilities must conform to the requirements of the health department of the County, State of Texas and the Texas Water Quality Board, prior to occupancy.

Camping on the lots shall be limited to use of campers, camping trailers, tents or other camping shelters which shall be of good appearance and in good repair, (Section II … and if not built by a commercial manufacturer, be of design, appearance and quality comparable to those built by commercial manufacturers, and subject to the approval of the Architect Control Committee.)

 Tents and similar types of temporary camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Lots shall be free of litter, rubbish, trash or other debris, and no unsanitary conditions shall be allowed to exist on any lot.

(Section II Paragraph 7)

10. (I & II) Easements are reserved along, and within five (5) feet of the rear lines, front lines, and side lines of all lots in this Subdivision for construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and / or trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

 ( I ) The undersigned and / or their designees may, on any lot and / or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playground, community center buildings, sales offices, mobile home demonstration and sales lots, water wells and related pumping, storage, operations and maintenance facilities, and the like and numbered paragraphs 2,3,4,5,7, and 9 hereof shall not apply thereto.

11. (I) No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods 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 a septic tank or other approved system meeting the aforesaid requirements.

 (II) No outside toilet or privy shall be erected or maintained on any lot hereunder. All lots are to used by self-containing units only. Not more than one property owner may be served by a single water connection, meeting said requirements.

 (Section II Paragraph 9)

12. (I & II) Subject to the provisions of the last sentence of this paragraph as to each lot in this Subdivision, (defined for purpose of the paragraph 12 only as Harbor Point Section I and Harbor Point Section II Subdivision) an assessment is hereby made of $300.00 for the first four (4) lots and $25.00 per lot in excess of four (4) lots. Commercial property owners dues and assessments are $180.00 for the first four (4) lots and $36.00 for each additional lot. Commercial property owners are not allowed usage of the dumpsters for any refuse from the commercial lots. The word “owner” as used in this sentence shall include also the purchaser under a sales contract with the undesigned of a lot in Harbor Point Subdivision. Such assessments may be used for the enforcement of these subdivision restrictions and for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, dumpster site, dock and other improvements in Harbor Point Owners Association and for any other uses approved by the Board of Directors of Harbor Point Owners Association, it being understood that said swimming pools, parks, dumpsters site and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guest. Any non-paid member or any person residing at the address or visiting at the residence of a paid member cannot use any of the amenities under any paid member and shall be considered an unauthorized guest.Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Harbor Point Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30th of each year commencing in 1980, at which date in the year 1980 and in successive years said assessment lien shall conclusively be deemed to have attached, and there should be no lien securing said assessment until June 30th of each year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for 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 therefore been constructed. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned 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), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reverse for sale such lot, any then accrued but unpaid assessment under this paragraph against such lot hereupon be automatically cancelled.

 (Section II Paragraph 10)

13. (I & II) 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, tall grass or weeds, inoperative or unregistered vehicles, trucks, trailers, campers, boats, motorhomes, inoperative golf carts, jet skis, lawn mowers, or any other wheeled conveyance, whether self- propelled or towed, machinery or other debris, and refrigerators and other large appliance shall not be placed outdoors.The undersigned 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.

 (Section II Paragraph 11)

14. (I & II) No lot which is under a contract of sale then in force, with the undersigned being the seller hereunder, maybe subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road, or public throughfare without prior written consent of the undersigned, its successor and assigns.

 (Section II Paragraph 12)

15. (I & II) No hunting or discharging of firearms shall be permitted on any lot or in any part of the Subdivision.

 (Section II Paragraph 13)

16. (I & II)Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined herein after, 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 person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Harbor Point 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) impose and recover fines of no less than $10.00 and no more than $100.00 per any restriction violation and recover court cost and reasonable attorney’s fees incurred in such proceedings. A special assessment of up to $500.00 will be imposed to the property owner for any dog / animal injuring, marring, killing other animals or biting, pinning, chasing or threatening people off the property where the dog / animal is supposed to be contained regardless of status to include visitors, renters, guests and etc.. Notice of violations and / or fines for violations of these subdivision restrictions will be in accordance with Chapter 209 Texas Residential Property Owners Protection Act. “Person or entity”, as used in the next 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 with the real property hereunder) of the owner or purchaser of the real property hereunder. Notwithstanding 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.

 (Section II Paragraph 14)

17. (I & II) Invalidation of any one or more of these covenants and restrictions by judgement of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and affect.

 (Section II Paragraph 15)