

DECLARATION OF COVENANTS AND RESTRICTIONS
HARBOR POINT
(A Residential Subdivision)

October, 1996

STATE OF TEXAS)
) KNOWN ALL MEN BY THESE PRESENTS THAT:
 COUNTY OF MONTGOMERY)

WHEREAS, by instruments styled "Declaration of Covenants and Restrictions - Harbor Point (A Residential Subdivision)" by Doyle Tow, Inc., a Texas Corporation with its principal business domicile in Conroe, Montgomery County, Texas, hereinafter referred to as "Declarant" and recorded under Clerk's File Number 775605 and in Volume 978. Page 610, et seq., Deed Records of Montgomery County, Texas. "Declaration of Covenants and Restrictions. Harbor Point Partial Replat 'A'" recorded under Clerk's File Number 7717488 and in Volume 994. Page 814, et seq., Deed Records of Montgomery County., Texas. and "Amendment to Declaration of Covenants and Restrictions Applicable to Harbor Point Partial Replat 'A' and Harbor Point Partial Replat 'B'", recorded under Clerk's File Number 9002521 and Clerk's Film Code Number 637-01-1036, Real Property Records of Montgomery County, Texas, "Second Amendment to Declaration of Covenants and Restrictions - Harbor Point", recorded under Clerk's File Number 9215013 of the Real Property Records of Montgomery County, Texas, and "Third Amendment to Declaration of Covenants and Restrictions - Harbor Point" recorded under Clerk's File Number 9663171 and Clerk's Film Code Number 200-00-0847 through 200-00-0911 of the Real Property Records of Montgomery County, Texas, (said instruments herein referred to as the "Declaration"), certain covenants, conditions and restrictions were thereby imposed upon the real property located within Montgomery County, Texas, as thereto described (the "Subdivision"); and

WHEREAS, the Owners of not less than fifty-one percent (51%) of all Lots within the Subdivision desire to hereby change or terminate the Declaration in accordance with Article X, Section 1 of the Declaration as hereafter set forth, and Amendment No. 34 of the "Third Amendment to Declaration of Covenants and Restrictions - Harbor Point" providing for all approved changes to be applied to the "Declaration of Covenants and Restrictions - Harbor Point (A Residential Subdivision)" producing the revised document contained herein. If an inconsistency occurs with merging the approved changes and creating this new document, the original Declaration and the approved amendments will have precedence.

NOW, THEREFORE, it is hereby declared that all of the properties within the Subdivision shall be held, sold and conveyed subject to the Declaration, as hereby amended; and all of which shall run with Said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof their heirs, predecessors, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the HARBOR POINT ASSOCIATION, its successors and assigns.

(b) "Harbor Point Subdivision" shall mean and refer to Harbor Point, and to all subsequent sections of Harbor Point brought within the scheme of this Declaration.

(c) The "Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration.

(d) "Subdivision Plat" shall mean and refer to the map or plat of Harbor Point recorded in Cabinet B, Sheet 53-A, of the Map Records of Montgomery County, Texas, and modified by Partial Replat "A" recorded in Cabinet B Sheet 57-B, of the Map Records of Montgomery County, Texas, and modified by Partial Replat "B" recorded in Cabinet B, Sheet 124-B, of the Map Records of Montgomery County.

(e) "Lot" and/or "Lots" shall mean and refer to each of the lots as shown upon the Subdivision Plat, but shall not refer to the Reserves 1, 4, 5 and 8 through 14. References hereto to "the Lots (each Lot) in Harbor Point Subdivision" shall mean and refer to Lots as defined respectively, in this Declaration and all Supplemental Declarations.

(f) "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots, and the streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or other subject, however, to the easements, limitations, restrictions, dedications, and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat. References herein to "the Common Properties in Harbor Point Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

(g) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein, By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures, for recreation, storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping and other similar or appurtenant improvements, References herein to "the Common Facilities (any Common Facility) in Harbor Point Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

(h) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided hereto. References herein (whether specific or general) to provisions of or set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

(i) "Owner" shall mean and refer to the record owner, or if the Lot (or portion thereof) is subject to a term purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot (or portion thereof) but, notwithstanding any applicable theory, or mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in Harbor Point Subdivision" shall mean and refer to Owners as defined respectively, in this Declaration and all Supplemental Declarations.

(j) "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4 hereof.

(k) "Residential Structure" shall mean and refer to any structure which contains one or more Residential units.

(l) "Residential Unit(s)" shall mean and refer to each (and all} single family residential units in the Properties, including both single family Residential Structures and the respective individual single family units which compose multifamily Residential Structures. Reference to multifamily

Residential Structures herein shall not be deemed to permit the use of any Lot in the Properties for any purpose other than those purposes specifically provided for in this Declaration. References herein to "the Residential Units in Harbor Point Subdivision" shall mean and refer to Residential Units as defined respectively in this Declaration and all Supplemental Declarations.

(m) "Completed Residential Structure" shall mean and refer to a Residential Structure (whether single-family or multi-family) within which there is at least one (1) Completed Residential Unit. "Completed Residential Unit" shall mean and refer to a Residential Unit which has:

(i) been substantially completed for a period of ninety. (90) days (for the purposes hereof the term "substantially completed" shall mean that the Residential Unit is read' for sale or occupant', except for minor items which must be furnished, complete corrected or adjusted): or

(ii) become or been permitted to be occupied.

(n) "Building Site" shall mean and refer to any portion of any Lot or Lots which is the site of one completed residential Structure. the size and configuration of which Building Site must be consistent with the standards contained in Article VIII., Section 5 of this Declaration. as applicable, and the location and orientation of which Residential Structure on such Building Site must be approved by. the Architectural Control Committee as provided m Article VIII. of this Declaration.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such. subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat further establishes dedications, limitations, reservations, and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every, contract deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. * * * * DELETED * * * *

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any Lot or portion thereof conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot, or any other portion of the Properties. and the right but not the obligation, to maintain repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Board of Directors of the Harbor Point Association.

Section 4. Installation and Maintenance. There is hereby situated an easement upon, across, over, and under all of the Properties for ingress and egress, installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement it shall be expressly permissible for the utility companies and other entities supplying services to affix and maintain pipes, wires, conduits, service lines. or other utility facilities or appurtenances thereto, on, above, across and under the Properties. Notwithstanding anything to the contrary, contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant or the Association's Board of Directors. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 5. Emergency and Service Vehicles. An easement is hereby, granted to all police, fire protection, ambulance and other emergency vehicles to enter upon the Properties in the performance of their duties. Further. an easement is hereby granted to the Association. its officers, agents, employees. and management personnel to enter the Properties to render any service.

Section 6. Access Easements. * * * * DELETED * * * *

Section 7. Greenbelt Easements. * * * * DELETED * * * *

Section 8. Bulkheading. The concrete bulkheading situated adjacent to those portions of the Properties abutting Lake Conroe, while not situated on the Common Properties, shall be conveyed to the Association at the same time the Common Properties are conveyed to the Association as provided in Article IV, Section 7, and shall be maintained, repaired and replaced to the extent necessary from time to time as a common expense of the Members of the Association. A perpetual easement is hereby created over and across the rear ten (10) feet of those Lots in the Properties which abut Lake Conroe, for any encroachments onto such Lots by such bulkheading which are caused or created by unintentional error in construction, settling, shifting of soil, protrusions or overhangs, and a temporary easement over and across the rear ten (10) feet of such Lots for ingress and egress during and in connection with the maintenance, repair and replacement of such bulkheading or portions thereof.

Section 9. Boatpiers. There is hereby, created the sole and exclusive right in Lot Owners of Lots which abut Lake Conroe, to cause to be constructed adjacent to the Bulkheading described in Section 8 of this Article II, boatpier(s) which, if constructed, shall be for the sole use and benefit of the Owners of the Lots which abut Lake Conroe. Each Lot Owner of said Lot which abuts Lake Conroe shall have private use to any, Boatpier(s) built adjacent to the Bulkheading which joins his Lot(s), to the exclusion of all other Owners. However, no Boatpier shall be constructed without written approval of the Architectural Control Committee.

Section 10. Boatpier and Bulkheading Regulations.

A. Harbor Regulations. Notwithstanding Article II, Sections 8 and 9 or any other provisions of the Declaration, the Board of Directors of the Association shall have full authority to i) grant variances to any provisions of the Declaration regarding boatpiers and bulkheading, including permitting of construction of private boatpiers by Owners and parking overnight or for longer duration of any boats at any boatpiers, and; ii) to otherwise fully regulate and control construction, maintenance, operation and use of boats, boatpiers and bulkheading by Owners, and their tenants, guests, invitees and agents. The Board of Directors may from time to time adopt amend or terminate rules and regulations regarding any of the foregoing, such rules and regulations herein referred to as 'Harbor Regulations'. Written notice of adoption, amendment or termination of any Harbor Regulations shall be given to all Owners, and shall be effective upon the date stated in the notice which effective date shall not be less than thirty (30) days after mailing or delivery of said notice.

B. Application for Approval of Harbor Activities Requests. No Owner shall commence complete or continue the construction, maintenance, alteration or operation of any boatpier or engage in any activity which would affect bulkheading (hereto referred to as "Harbor Activities") unless and until an application for approval of the Harbor Activities has been submitted to and approved in writing by the Association's Board of Directors. Any such application shall be in writing and shall set forth specific details of all Harbor Activities for which approval is sought (including to the extent applicable detailed plans and specifications as set forth in Article VIII, Section I of the Declaration). Any such application which is not approved within thirty (30) days after receipt of same by the Board of Directors shall be

to be denied. Any such application which is submitted or which is approved shall be subject to the following term and conditions whether or not otherwise expressly stated:

A. No application for approval of Harbor Activities shall be deemed to have been submitted to the Board of Directors, and no activities as covered thereby shall begin unless and until any permit or other requirements applicable thereto of the San Jacinto River Authority or other governmental Agency having jurisdiction have been met, and documentation thereof has been submitted to the Board of Directors.

B. To the extent covered by any application for approval of Harbor Activities, the Owner shall be required to continuously maintain such Owner's private boatpier, and any bulkheading or other Common Properties affected thereby, in a safe, attractive and neat appearance.

C. All permitted Harbor Activities shall be subject to a continuing obligation to comply with applicable requirements stated in the approval of same, applicable requirements of the Declaration and Harbor Regulations of the Association and applicable requirements of the San Jacinto River Authority or other governmental agency having jurisdiction as heretofore or hereafter adopted.

Section 11. Assignment of Declarant's Rights. All rights of Declarant specified in the Declaration and all Supplemental Declarations and not executed by Declarant as of the date of the "Third Amendment to Declaration of Covenants and Restrictions - Harbor Point" are hereby transferred to the Harbor Point Homeowners Association.

ARTICLE III

Property Subject to This Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is that certain 33.7 acre tract of land out of the William Atkins Survey,. Abstract 3, in Montgomery County, Texas. which has heretofore been platted into that certain residential subdivision know as Harbor Point. and according to the Subdivision Plat. or any subsequently recorded replat thereof, except Reserve 7, Lots Twenty-three (23), Twenty-four (24), and Twenty-five (25) of Block One (1), and Lot One (1) of Block Two (2), as shown of the Subdivision Plat, which Reserve 7, Lots Twenty-three (23), Twenty-four (24), and Twenty-five (25) of Block One (1), and Lot One (1) of Block Two (2) shall not be subject to or burdened by any provision of this Declaration.

Section 2. Other Owners. * * * * DELETED * * * *

Section 3. Mineral Exception. * * * * DELETED * * * *

Section 4. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Other Additions. Upon the approval of the Board of Directors of the Association, in its sole discretion, the owner of any property, who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration as may be applicable to the additional lands.

b) Mergers. Upon a merger of consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

ARTICLE IV

The Association

Section 1. Organization. The Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association in general is to provide for and promote the health, safety, and welfare of the Members, to collect the annual maintenance charges, and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection for the Common Properties and Facilities in Harbor Point Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Section 3. Directors. The Association shall act through a Board of Directors, which shall manage the affairs of the Association. The number of Directors is determined in the By-Laws of the Association. The Members shall elect the Board of Directors as provided for in the Bylaws. The Directors shall have the power to select one or more advisory directors from the residents of Harbor Point Subdivision to serve for such periods of time as the Board of Directors shall deem appropriate, for the purpose of providing advice and counsel to the Board of Directors, provided that such advisory directors shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot (or portion thereof), shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot (or portion thereof) and may not be separated from such ownership. Whenever the legal ownership of any Lot (or portion thereof) passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5 Membership. Every record Owner of each Lot that is subject to the Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall automatically pass with the title to the Lot.

Section 6. Voting Rights of Members. The Association shall have one (1) class of voting membership which shall consist of all Owners. The Owner of each Lot, whether one or more, shall be entitled to one (1) vote for each Lot owned. When one Residential Structure is built upon a combination of Lots, the Owner thereof shall be entitled to one vote and fractional part thereof for the Lots so owned, it being the intent of this provision for example that if a Residential Structure is built on two (2) Lots, then the Owner thereof shall be entitled to two (2) votes. When more than one person holds an ownership interest in a Lot, all such persons shall be members, but in no event shall they be entitled to more than one (1) vote with respect to that particular Lot. When more than one person holds an ownership interest in a Lot, the vote of all such joint Owners shall be controlled by a majority, of such joint Owners. Any individual Owner from among such joint Owners shall be conclusively, presumed to be acting in accordance with the decision of the majority in voting either in person or by proxy unless prior to conclusion of the meeting to which the voting pertains another joint Owner casts such Owner's vote to the contrary, either in person or by proxy. If more than one (1) joint Owner is voting in person or by proxy, the single vote of all joint Owners shall be cast in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners shall be permitted to vote as to any such matter upon which a majority decision cannot be reached. Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.

Section 7. Title to Common Properties. The Association shall retain legal title to the Common Properties and Common Facilities in Harbor Point Subdivision.

ARTICLE V

Property Rights in the Common Properties And Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in Harbor Point Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot (or portion thereof) in Harbor Point Subdivision

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association in its discretion, to charge reasonable admission and other fees for the use of the recreational facilities which may be located on all Common Properties in Harbor Point Subdivision, and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of such Common Properties and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Facilities by guests, invitees or tenants of the Members, including, without limitation, the number of guests, invitees or tenants who may use such Common Properties and Facilities or any part thereof at the same time; and
- (b) the right of the Association to grant or dedicate easements in, on, under, or above such Common Properties or any part thereof to any public or governmental agency, or authority or to any utility, company for any service to Harbor Point Subdivision or any part thereof; and
- (c) the right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility, facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to Harbor Point Subdivision or any part thereof; and
- (d) the right of the Association to convey or dedicate such portions of such Common Properties as its Board of Directors may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals, or for other similar purposes related to the health, safety and welfare of the Members, and

(e) the right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Facilities in such instances and on such terms as its Board of Directors may deem appropriate: the right of the Association to operate recreational facilities and related concessions located on such Common Properties: the right of the Association to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to recreational facilities located on such Common Properties in such instances and on such terms as its Board of Directors may deem appropriate: and

(f) the right of the Association to suspend the voting rights of a Member and his right to use any recreational facility, located on such Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot (or portion thereof); and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and all Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction: and

(g) the rights and easements existing, hereto created or hereafter created in favor of others, as provided for in Article II hereof, and in all Supplemental Declarations; and

(h) the restrictions as to use of the Common Properties provided for in Article IX hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Facilities in Harbor Point Subdivision, together with all easement rights granted to Members in this Declaration and all Supplemental Declarations. to the members of his family, his tenants, or contract purchasers who reside on his Lot (or portion thereof). The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

Section 4. Multiple-Family Residential Structures' Usage. Any Member shall have the right to grant, from time to time to the occupier of a Residential Unit owned by such Member, the members of his family, his guests and invitees the rights and easements of enjoyment in and to the Common Properties and Common Facilities, for so long as such person is in active occupancy of the Residential Unit. In such event, such occupier shall be subject to the provisions and conditions set forth in Section 2 of this Article V, as if he were a Member. This right shall exist only during the times within which (a) the Member is current in his maintenance obligations for the Building Site on which such Residential Unit is located, as set forth in Article VI, Section 2, Paragraph (c), below; and (b) his rights to vote and use the recreational facilities described herein have not been suspended by the Association in accordance with the provisions set forth in Section 2, Paragraph (f) of this Article V for failure to pay such maintenance assessment. If, for any reason, the Owner fails to pay such maintenance assessment within thirty (30) days of its due date, the occupier of such Residential Unit may remit such assessment directly to the Association, and thereby retain his rights and privileges hereunder. In the event that action as prescribed in Article VI, Section 10 is taken by the Association against the Member, the rights described herein of the occupier shall cease and be of no further force and effect

ARTICLE VI

Annual Assessments

Section 1. The Maintenance Fund. Each Lot in Harbor Point Subdivision (as defined in Article I (e)) is hereby, subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which maintenance charge and assessment shall be paid by the Owner or Owners of each Lot within Harbor Point Subdivision to the Harbor Point Association. The maintenance charge is payable annually in advance. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Subdivision may in the judgment of the Association require: provided that such assessment will be uniform. The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of Harbor Point Subdivision. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and its sole option, any and all of the following to promote the health, safety, recreation, and welfare of the Members and, in particular, for the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Properties and Facilities in Harbor Point Subdivision. and any other areas provided by this Declaration and all Supplemental Declarations to be developed or maintained by the

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Association, including, without limitation, shrubbery, trees, walkways and street lights, and for the repair, maintenance, and replacement of properties, services, and facilities (including, without limitation, access easements over portions of certain Lots and the Common Properties for the benefit of some of the Lots and Reserves and the Bulkheading situated adjacent to those portions of the Properties abutting Lake Conroe) and for such other purposes as shall relate to the use and enjoyment of Harbor Point Subdivision by the Members. The Association may, in its sole discretion, give one or more of the aforesaid purposes preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members. The Association shall pay all ad valorem taxes and other assessments in the nature of property taxes allocable to the Common Properties and Facilities in Harbor Point Subdivision and accrued subsequent to the recordation of the Subdivision Plat.

Section 2. Covenant for Assessments. Each and every Lot, or portion thereof, is hereby, severally subjected to and impressed with the charges and assessments, defined in Section 4 of this Article VI, which shall run with the land.

Section 3. Lots Owned by Builders. Effective with the 1997 Maintenance Fee Assessment, no lot owned by a builder, whether previously exempted from the Maintenance Fee Assessment or not, shall be exempted from paying the annual Maintenance Fee.

Section 4. Assessments. The maintenance charges provided for herein, shall be assessed against each Lot or portion thereof, in accordance with the following: Each Lot shall be subjected to the maintenance assessments provided for hereto. If a Lot is partitioned so that separate Owners each own a portion thereof, each portion so separately owned shall be subjected to its share of the maintenance assessment. Each Owner of such portion of a Lot shall be personally responsible for the payment of its maintenance assessment in accordance with the provisions hereof.

Section 5. The Annual Maintenance Charge. The assessments for each calendar year shall be due and payable to the Association in advance on January 1st each year. Provided, however, that upon the purchase of his Lot or a portion thereof, (as evidenced by the date of his term Contract of Sale or Deed, or his occupancy, whichever is earlier), each Member shall be obligated to pay to the Association a prorata part of the regular annual maintenance charge, which shall bear the same ratio to the full annual amount as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable in full upon such purchase.

The Board of Directors of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each Lot, or a portion thereof, subject to such assessment shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that the Board of Directors may fix the amount of the regular annual maintenance charge or assessment in amounts not to exceed ten percent (10%) increments thereof per annum thereafter, without securing ratification by the Members. No resolution of the Board of Directors fixing the amount of the regular annual maintenance charge or assessment in excess of such assessments set forth in the immediately preceding sentence, or in excess of the respective annual maintenance charges or assessments for such Lots last ratified by the Members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the association who in the aggregate then own at least fifty-one percent (51%) of the Lots, if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Directors. No increase in the annual maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Directors which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Directors may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

Section 5a. Special Assessments. In addition to the other assessments authorized herein, the Board may levy special assessments at any time during each fiscal year for purposes of defraying, in whole or in part, any expenses not anticipated by, the budget then in effect, or to replace part or all of any contingency, capital or other reserve fund. So long as the total amount of special assessments allocable to each Lot does not exceed One Hundred Dollars (\$100.00) in any one fiscal year, the Board may impose the special assessment without vote or approval of any Owner: provided, at least sixty (60) days written

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notice shall be given to all Owners of any such special assessment, and the Owners shall be entitled to disapprove same with at least fifty-one percent (51%) of the Lot Owners filing written notice of disapproval with the Board within the sixty (60) day notification period indicated herein. Special Assessments allocable to each Lot exceeding the foregoing limitation shall be effective only if approved in advance by the Owners of at least fifty-one percent (51%) of the Lot Owners. Special Assessments shall be paid as determined by the Board and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 6. Quorum for any Action Authorized Under Section 5. The Quorum required for any action authorized by Section 5 hereof shall be as follows:

At the first meeting called, as provided in Section 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum of any, such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Liens to Secure Assessments. The regular annual maintenance charges or assessments, as herein above provided for, shall constitute and be secured by a separate, valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot or portion thereof, and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the liens hereby created shall be subordinate and inferior to

- (a) all liens for taxes or special assessments levied by the City, County, and State governments, or any political subdivision of special district thereof and
- (b) all liens securing amounts due or to become due under any term Contract of Sale dated, or any mortgage, vendors lien, or deed of trust filed for records, prior to the date payment of any such charges or assessments become due and payable, and
- (c) all liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot or portion thereof when the same is purchased from a builder or Owner, or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot or portion thereof.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through Court proceedings in which the Association has been made a party., shall cut off and extinguish the liens securing maintenance charges of assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any, Lot or portion thereof from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure, be extinguished by any foreclosure.

Section 9. Effect on Non-Payment of Assessment. If any annual charge or assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas. plus a Twenty Five Dollar (\$25) Late Charge, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorney's fees. The Association, as a common expense of all Members as to the regular maintenance assessment may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 10. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot or portion thereof, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE VII

Utility Standby Charge

Section 1. Standby Charge. Each Lot is hereby subject to a "standby charge" in the amount of SEVEN AND 50/100 DOLLARS (\$7.50) per month in favor of and payable to the Municipal Utility District in which such Lot is located. Such charge shall be due and payable on the first day of each month for and during the period commencing on the first day of the month following the date upon which water and sewer service is available at the property line of such Lot, and ending on the first day of the month preceding the date upon which water and sewer use charges become due and payable to said District for water and sewer service supplied to such Lot or portion thereof, or Residential Unit. To secure the payment of such "standby charge" established hereby, a lien upon each Lot or portion thereof is hereby granted to said District. Such liens shall be enforceable through appropriate proceedings in law by such Beneficiary: provided, however, that each such lien shall be second, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the instance or request of the Owner of any such Lot or portion thereof to secure the payment of moneys advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot or portion thereof, and further provided that, as a condition precedent to any proceeding to enforce such lien upon any Lot or portion thereof on which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action. Such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, shall contain the statement of the delinquent standby charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice to such holder with respect to the particular property covered by such first mortgage lien. The lien referred to hereto shall be deemed to have been reserved in any deed to any Lot or any portion thereof, whether or not the same shall be specifically reserved.

ARTICLE VIII

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall Boatpier, or other improvement shall be commenced, erected, or maintained upon the Properties or attached thereto, nor shall any exterior addition to or change or alteration thereto be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot and/or portions thereof, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Board of Directors of the Association, acting as the Architectural Control Committee, or by an Architectural Control Committee composed of three (3) or more Members appointed by the Board (herein referred to as the "Architectural Control Committee", whether constituted or appointed by the Board of Directors). The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereof. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, executed, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvements on or adjacent to any Lot or portion thereof. It also shall have the right to specify requirements for each Lot as follows: minimum setbacks: the location, height, and extent of fences, walls, or other screening devices: and the orientation of the residential structure with respect to garage access and major entry and frontage. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply.

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with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

Section 2. Construction. Only new construction materials (except for used brick) shall be used and utilized in constructing any structure situated on a Lot. All exterior construction of the primary Residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot shall be completed not later than six (6) months, and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile, or other similar floor covering) shall be completed not later than nine (9) months, following the commencement of construction. All structures situated on any Lot shall have wood, composition or built-up roofs.

Section 3. Size of Residences. No Residential Structure shall be constructed on any Lot or portion thereof which shall contain less than One Thousand, Five Hundred (1,500) square feet and no Residential Structure shall be constructed on any Lot or portion thereof which abuts Lake Conroe which shall contain less than One Thousand Eight Hundred (1,800) square feet. The minimum area of such Residential Structures shall be based on outside wall measurements, but shall be exclusive of the area of attached porches, garages, servant's quarters, or other exterior appurtenances or appendages. With each Residential Structure, there shall be an attached or detached, private, enclosed garage. Each such garage shall accommodate at least two automobiles.

Section 4. Building Lines. No structure or fence may be erected on any portion of the Properties between the building lines shown on the Subdivision Plat and the street. As to any and all Lots in Blocks One (1), Two (2), Three (3) and Four (4) and Lots One (1) through Eleven (11), Block Five (5), no structure may be erected on any such Lot or portion thereof, nearer than three (3) feet to any interior line of the Building Site thereof.

Section 5. Size and Configuration of Building Sites. Any Building Site located on any Lot as shown on the Subdivision Plat shall be at least thirty-five (35) feet in width for any single family, Residential Structure, except where the Lot is narrower than thirty-five (35) feet, in which case the Building Site shall be as wide as allowed within the building lines of that Lot, and any multiple-family Residential structure located within such Lots shall have a Building Site corresponding to one whole Lot as shown on the Subdivision Plat, and the depth of each shall at all times coincide with the depth of the Lot or Lots upon which it is located, and such Building Site shall be so situated so that the Building Site lines shall be in all instances parallel (or as nearby so as is practicable) to the Lot or Lots lines upon which it is located.

Section 6. Exempt Property. * * * * DELETED * * * *

ARTICLE IX

Building- and Use Restrictions

Section 1. Residence Building and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a residence, garage (not to include carports) and appurtenances, and no structure shall be occupied or used until the exterior construction thereof is completed. No garage shall ever be changed, altered or reconstructed, or otherwise convened for any purpose inconsistent with the garaging of automobiles; provided, the Board of Directors may permit alterations, reconstruction or conversion of a garage if and only if at the same time additional garage area will be constructed in compliance with this Section. Each garage shall have doors which at all times shall be in workable condition. All Owners, their families, tenants, and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them. There shall be not less than two (2) off-street parking spaces designated and established by the Owner of a Building Site for each Residential Unit contained therein, including the space(s) contained in each garage which is a part of such Residential Unit, to be utilized to the extent practicable for the parking of motor vehicles belonging to such Owners, their families, tenants, and contract purchasers.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for Single Family Residential purposes only, except as set forth and provided for in Sections 16, 17 and 18 of this Article IX. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private family residence for the Owner and/or his tenant and their families. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

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Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, boat and/or boat trailer, mobile home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence house shall be moved upon any Lot from another location, except, however, that during the construction and sales period, a builder may upon obtaining written permission of and on such conditions as are specified by the Association, create and maintain such temporary structures on any Lot as is customary in connection with the construction and sale of houses, including, without limitation, a temporary office building, storage area, signs, and sales office. A builder shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with his construction and sales operations in the Properties, but in no event for more than a period of one (1) year from the date of substantial completion of his last residence in the Properties.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than three-quarters of a ton nor any motor vehicle not currently licensed shall be permitted to be parked on any Lot except in a closed garage, or on any street for a period in excess of six (6) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties. The use or discharge of firearms in the Properties is prohibited.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

(a) Builders may display one (1) sign of not more than six (6) square feet on a Lot to advertise the Lot and any Residential Structure situated thereon for sale during the sales and/or construction period; and

(b) Any Owner may display one (1) sign of not more than six (6) square feet on a Lot improved with Residential Structure to advertise the Lot and/or Residential Structure for sale or rent.

Section 6. Animals. No animals, livestock, or poultry, of any kind shall be raised, bred or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 7. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 8. Garbage and Refuse Disposal. All Lots and the Common Properties shall at all times be kept and maintained in a healthful, sanitary, and attractive condition. Grass shall be mowed and cut, and shrubs and bushes shall be trimmed on a regular basis. No Lot or any part of the Common Properties shall be used or maintained as a dumping ground for garbage, trash, rubbish, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, rubbish, debris, or other waste matter of any kind shall be burned on any Lot.

Section 9. Use of Common Properties. There shall be no obstruction of any part of the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, nor shall any Owner do anything which would violate the easements, rights, and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein permitted no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible.

Section 10. Septic Tanks. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot or other portion of the Properties.

Section 11. Fences. No fence or wall shall be situated on any portion of the Properties between the building lines shown on the Subdivision Plat and the street. All fences shall be maintained in a neat and presentable manner at all times.

Section 12. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot or other portion of the Properties unless the express written consent of the Association first shall have been obtained.

Section 13. Driveways and Culverts. Each Lot must be accessible to an adjoining street by a driveway suitable for such purpose before the Residential Structure located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches). The specifications for and construction of all drain tiles or culverts in any drainage ditch, whether to be installed in connection with a driveway or otherwise, must be approved by the Association.

Section 14. Obstruction of Easements. * * * * DELETED * * * *

Section 15. Utilities. Each Residential Unit situated on a Lot or Lots shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

Section 16. Multiple-Family Residential Structures Prohibited. Notwithstanding any provisions of the Declaration to the contrary, not more than one(1) Residential Structure shall be built upon any Lot, and no Residential Structure shall contain more than one (1) Residential Unit. This Section shall not be construed to prohibit continued use of Lots Twenty-seven (27) through Thirty-two (32), inclusive, Block Five (5) for townhouses as presently located thereon.

Section 17. Exempt Property. Notwithstanding any provision herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article IX, except to the extent same are made specifically applicable to the Common Properties.

Section 18. Optional Use. * * * * DELETED * * * *

ARTICLE X

General Provisions

Section 1. Term. Except as provided in Section 3 of this Article X, these covenants, conditions, restrictions, reservations, liens and charges shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, predecessors, successors and assigns, and all persons claiming under them until December 31, 2011, after which date said covenants, conditions, restrictions, reservations, liens and charges shall be automatically extended for successive periods of ten (10) years.

Section 2. Enforcement. The Association as a common expense to be paid out of the Maintenance Fund (except as otherwise provided herein), or any Owner (except as otherwise provided herein) at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration and any Supplemental Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendment. The Owners of fifty-one percent (51%) of the total number of Lots then subject to the jurisdiction of the Association shall always have the power and authority to amend, alter change or terminate any provisions of the Declaration (or changes or amendments thereto) at any time and from time to time (hereafter referred to as "modifications"). Any modifications shall become effective upon the date an instrument setting forth the modifications is filed for record in the Real Property Records of Montgomery County, Texas. Any modifications may be approved by vote of the Owners at any regular or special meeting of members, or by circulation of consent forms to the instrument setting forth the modifications by door to door canvassing or otherwise, or a combination of the foregoing. In the event any modifications are proposed by any person other than the Board of Directors, such person shall deliver a true and correct copy of the instrument setting forth the modifications (and consent form thereto, if any) to the Board of Directors by certified mail, return receipt requested, at least forty-five (45) days prior to conduction of any meeting thereon or commencement of circulation of the instrument setting forth the modifications or consent form therefor. The consent form shall set forth or be accompanied by a reasonable summary of the proposed modifications (but the contents of such summary shall not effect the validity of any modifications otherwise adopted in accordance here with), and shall be enclosed with any notices of a regular or special meeting of the members to be held regarding the proposed modifications. A true and correct copy of the instrument setting forth the modifications shall be provided to any Owner requesting same in writing by the person proposing the modifications at no charge, including the association if proposed by the board of Directors. The consent of each Owner to the instrument setting forth the modifications (whether or not obtained at a regular or special meeting) shall be evidenced by his signing, dating and filling in the address or legal description of the Lot(s) owned on either the consent form or a proxy or ballot relating to the proposed modifications, as the case may be. The provisions of

Article IV. Section 6 regarding voting by multiple Owners of a Lot shall apply to approval of modifications at a meeting, and shall likewise apply to consent forms: provided that as to consent forms, another joint Owner shall register such Owner's opposition to signing of a consent form by a Co-Owner, if any, by mailing written notice thereof to the Association by certified mail, return receipt requested, within forty-five (45) days after mailing or delivery of the consent form. The Association shall certify adoption of modifications in accordance with this Section in the instrument setting forth the modifications which certification shall be conclusive unless suit in a court of competent jurisdiction is filed thereon within two (2) years after filing of the instrument in the Real Property Records of Montgomery County, Texas.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

Section 5. Omission. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby, declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 6. Notices. * * * * DELETED * * * *

Section 7. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations of individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

ARTICLE XI

Lienholder

***** DELETED *****

ARTICLE XII

Notices

Section 1. Notices to Association and Owner. Unless otherwise expressly provided, all notices or other communications permitted or required under the Declaration, or amendments thereto, or by the Articles of Incorporation, Bylaws or Harbor Regulations, shall be in writing and shall be deemed properly given if but only if given in accordance with the following:

A. Notices to Association. All notices or other communications to the Association shall be given (i) by personal delivery, with receipt acknowledged in writing, to any member of the Board of Directors, or to the principal office or registered office of the Association, or (ii) in lieu of personal delivery, by deposit in the United States mail, postpaid and properly addressed to any member of the Board of Directors or the principal office or registered office of the Association, such notice or other communications to be deemed given only upon actual receipt of same by the Association.

B. Notice to Owners. All notices or other communications to any Owner shall be deemed given upon personal delivery or when deposited in the United States mail, postage prepaid, and properly addressed: (i) to the street address of the Owner's Lot located within the Subdivision: or (ii) if and only if proper notice thereof is received by the Association, the most current mailing address provided to the Association by the Owner. In the event of conflict between notices of address among Owners of a single Lot or as to the single Owner of a Lot, the most currently dated notice of address shall control. Where more than one (1) Owner is reflected on the records of the Association as being Owners of a single Lot, the mailing of any notices or other communications as aforesaid to any single Owner shall constitute notice given to all such Owners.

Section 2. Owner's Current Mailing Address: Lease Notice. The Owner or Owners of each Lot (including vacant or undeveloped Lots) shall be obligated to provide the association with a signed and dated written statement of such Owners' current mailing address within thirty (30) days after acquisition.

of title to any Lot. and within thirty (30) days after any change in such Owner's current mailing address The Owner or Owners of each Lot shall also provide the Association with written notice of the leasing or subletting of a Lot within thirty (30) days after the effective date thereof, and include in such notice the names of all lessees or sublettees.

Section 3. Notice of Mortgagee or Foreclosure. Upon written request and from time to time, the Owner or Owners of each Lot shall be obligated to furnish to the Association the name and address of the holder of any first mortgage, deed of trust and any other non-governmental lienholder to which the Association's assessment lien is subordinated as provided in Article VI. Section 8 of the Declaration which is then encumbering the Lot. The holder of any such mortgage, deed of trust or other lien or encumbrance shall give the association written notice of acquisition of title to any Lot by foreclosure or deed or other instrument of conveyance in lieu of foreclosure, or of status as a mortgagee in possession. within thirty (30) days after acquisition of such title or status.

IN WITNESS WHEREOF, the undersigned HARBOR POINT ASSOCIATION, INC., have executed this instrument to be effective upon the date of filing hereof in the Real Property Records of Montgomery County, Texas in accordance with Amendment No. 34 of the "Third Amendment to Declaration of Covenants and Restrictions - Harbor Point" recorded under Clerk's File Number 9663171 and Clerk's Film Code Number 200-00-847 through 200-00-0911 of the Real Property Records of Montgomery County, Texas

HARBOR POINT ASSOCIATION, INC.

ATTEST:

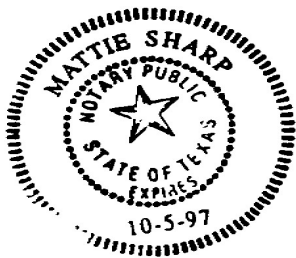
Francesca Donlevy, Secretary

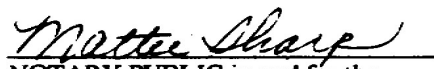
By: 
Joe Hollis, President

ASSOCIATION ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the 12th day of November, 1996, by **JOE HOLLIS**, President of HARBOR POINT ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC in and for the
STATE OF TEXAS
Name: MATTIE SHARP
My Commission Expires: 10-5-97

Harbor Point
P.O. Box 866
Montgomery, TX 77356

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas

NOV 14 1996

CLERK
MONTGOMERY COUNTY TEXAS




COUNTY CLERK
MONTGOMERY COUNTY TEXAS