

AMENDMENT NO. 1: ARTICLE VII, Section 1, of the Declaration, Utility Standby Charge, is hereby deleted in its entirety.

AMENDMENT NO. 2: ARTICLE VIII, Section 4, of the Declaration, Building Lines, is amended to add Section (a) as follows:

(a) “Partial Replat “A” and Partial Replat “B” added side building lines five feet wide lying on either side of all lot lines unless otherwise shown or specified in deed restrictions. A portion of those side building lines were amended by, "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 through 637-01-1039, Real Property Records of Montgomery County, Texas. See that amendment for the lots affected.

AMENDMENT NO. 3: ARTICLE IX, Section 2, of the Declaration, Single Family Residential Use, is amended to add Section (a) as follows:

(a) “It is permitted for Owners to lease a Dwelling in the Subdivision, so long as Occupants are leasing the entire land and improvements comprising the Homesite. Leasing a Dwelling for residential purposes shall not be considered a “business”, provided the terms herein are satisfied. This provision shall not preclude the Association or an institutional lender from leasing a Dwelling upon taking title following foreclosure of its security interest in the Dwelling or upon acceptance of a deed in lieu of foreclosure. “Leasing” for the purposes of this Declaration, is defined as occupancy of a Dwelling by any person other than the Owner, for which the Owner receives consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Provided however, “leasing” for purposes of this Declaration shall not include vacation rental by Owner, boarding house, “Airbnb”, or bed and breakfast and such uses are prohibited. All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant’s family, and the Board, in its sole discretion may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Lot and Dwelling shall not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. Single-family residential purpose does not include a Lease to tenants temporarily (less than ninety (90) days) or where the tenants do not intend to make the Lot/Dwelling their primary residence. No Dwelling may be occupied by more than one single family.”

AMENDMENT NO. 4: All amendments contained in “Declaration of Covenants and Restrictions – Harbor Point” recorder under Clerk’s File Number 9671372 of the Real Property Records of Montgomery County, Texas, and Amendments 1 through 4 of this “Fourth Amendment to Declaration of Covenants and Restrictions – Harbor Point” are hereby applied to produce an updated “Declaration of Covenants and Restrictions, Harbor Point (A Residential Subdivision)”.