

## General History of Harbor Point

I investigated the history of HP and the following is the information I was able to gather. Some is factual with filings through the County Clerk's Office, and some is history from early lot owners.

1. Lake Conroe was completed and filled in October 1973, and is partially owned by and operated by San Jacinto River Authority (SJRA). The lake was designed to have a normal lake level of 201 ft above sea level. The engineers and surveyors mapped and staked the water line of the lake at the 201 ft elevation. Once filled the actual lake area became the property of SJRA, the land directly abutting the lake was owned by the developers or lot owners.
2. Developers were allowed to extend their property into the SJRA lake area, if they did, SJRA gave that extended land to the developer, as SJRA did not want to be responsible for the added property extending into the original lake boundary. Harbor Point developer, Doyle Tow Inc. elected to enlarge Block 5 of HP by building a concrete bulkhead along each of the existing 57 lake front properties, extending into the lake, and then backfilling the area behind the bulkhead. SJRA gave that extra property to the developer.
3. The lot boundary pins for the waterfront lots are set 10 feet away from the bulkhead. The ownership of that 10 feet is uncertain.
4. In June 1976 the development plan for Harbor Point was to build condos on the 57 lake front properties in Block 5. One condo unit was completed containing six condos, and remains today. Based on the original covenants, the condo plan was to have a greenbelt area for the benefit of owners of water front lots 12 through 63 only. No other owners in Harbor Point were entitled to exercise any rights or privileges in connection with such easement, or to use or utilize such easement. (see page 2)
5. There are little if any hard documents showing what happened to Reserve 6 off of Harbor Drive. Stories are that a boat ramp for use by all lot owners was to be built on the two Parcels at the NE side of R6. That boat ramp did not happen and those two Parcels as well as Reserve 8 were sold to the owner of abutting lots 40 and 41.
6. Hydrilla appeared in the lake in the late 70's and early 80's, and covered over 50% of the lakes surface. In the early 80's SJRA stocked the lake with 270,000 White Amur. The carp did their job and rid the lake of Hydrilla in the early 80's.
7. In February 1978 Partial Replat "B" re-platted the 51 remaining undeveloped lots in Block "5" into 31 larger home size lots. The developer Doyle Tow started selling the 37 new larger lots as individual home sites. It appears those re-platted lots included the property down to 10 feet from the lake, where the greenbelt was to be.
8. February 26, 1996 Doyle Tow Inc executed a Special Warranty Deed conveying ownership of the bulkhead to the Harbor Point Association.
9. March 2, 1992 the Second Amendment to the Covenants and Restrictions (C&R's) was approved by the members.
10. October 7, 1996 the Third Amendment to the C&R's was approved by the members. (this amendment removed the greenbelt easement)
11. November 12, 1996 the C&R's were modified to incorporate the previous member approved Amendments.

In 2016 Harbor Point (HP) HOA appointed a committee to collect and review lot owners suggested changes to our Covenants and Restrictions. There were a multitude of suggested changes but the most controversial was the suggestion to change responsibility for repair or replacement of our bulkhead from the HOA to the Lake Front Lot Owners. After a year and a half of review, discussion and about \$3,000 for legal analysis it was decided that the responsibility for their repair or replacement of the bulkhead could not be changed.

Excerpts from C&R documents;

Original C&R's dated 10/20/1976 Article II Section 7

**Section 7. Greenbelt Easement.** There is hereby created upon, over and across the rear fifteen (15) feet of Lots Twelve (12) through Sixty-three (63), Block Five (5) and Reserves 2 and 3, Block 5, an easement for pedestrian passage, and for the purpose of establishing and maintaining a "green belt" along and adjacent to the shoreline of Lake Conroe, which is and shall be for the mutual and common benefit of all Owners of Lots Twelve (12) through Sixty-three (63), and Reserves 2 and 3, Block Five (5), or portions thereof, their families and guests. No other Owners in Harbor Point Subdivision shall be entitled to exercise any rights or privileges in connection with such easement, or to use or utilize the property subject thereto for any purpose; however, the Association shall have and is hereby granted the right, from time to time, to make, publish and enforce such reasonable rules and regulations governing the use and enjoyment of the property subject to such easement, or any part thereof, as the Association shall deem appropriate, all of which rules and regulations shall be binding upon, complied with and observed by each such Owner. These rules and regulations may include provisions to govern the control and the use of such easement by the guests and invitees of the Owners entitled to use such easement, including, without limitation, the number of guests who may exercise such easement rights and privileges at the same time. For the purposes of this Section, the rear line of each such lot