2025 Annual Meeting Ballot Proposal #1

The current HPOA restrictions were written 45 years ago and have had 10 amendments since inception. Due to the difficulty of easily finding information in the restrictions as they exist, this Proposal #1 is to change the existing restriction format to a Table of Content format. Information has been moved and restructured to easily fit the content into a more user-friendly format. Tiny homes have been added to the approval process. The timeframe of starting a project within 9 months after approval and requiring completion with 6 months has been changed to start within 2 months of approval and 1 year to complete. A few changes like these mentioned have been included in this new format to make the rules of the association more up to date. Overall, the content and intention of the restrictions have not changed with this proposal, simply clarified for what is being currently represented every day. This new format will be much easier for the owners to find information.

2025 Harbor Point Owners Association Restrictions

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15. **Architect Control Committee:**

There shall be established an Architectural Control Committee (ACC) composed of up to three (3) members appointed by the HPOA Board of Directors. It is the responsibility of the ACC to represent and enforce the restrictions listed hereafter to the owners. The ACC is to protect 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, 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. Variances to the restrictions listed hereafter may be approved by the ACC when warranted.

Neither the Board of Directors, nor the Architectural Control Committee, nor the members of any appointed committee, 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.

1. **Property Maintenance:**

It is the responsibility of every owner to maintain their property in an attractive manner in accordance with the intended purpose of enhancing the values of all the owners’ properties. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash. All lots shall be kept clean. Grass shall be mowed, trimmed, and maintained regularly all the way to the street including any area outside of the owners’ fence. Inoperative, unregistered, deteriorating vehicles, including but not limited to, trucks, trailers, campers, boats, motorhomes, golf carts, jet skis, lawn mowers, machinery, appliances or other debris, must be removed or stored in an approved structure out of sight.If an owner fails to comply with their property maintenance obligations, the HPOA, after following the notifications and actions required by the Chapter 209 of the Texas Residential Property Owners Protection Act, the HPOA shall have the right to enter the property and remedy any violation at the expense of the offending party.

1. **Construction and Alterations on Lots:**

A Property Alteration Application must be submitted to the ACC for any, and all construction, alterations to buildings or lots, or installation of a travel trailer. All buildings and structures shall be completely underpinned and under skirted with no piers or pilings exposed to view. Approval must be made in writing by the ACC prior to owner proceeding. Construction shall commence within 60 days of approval and be completed within one year of approval.

1. Framed Structures. Each residential home shall have a minimum floor area of 720 square feet, exclusive of porches, carports, patios or garages. All construction materials must be of new material. Exterior of any building must be painted or stained. No building exceeding two stories in height shall be erected on any lot.
2. Commercially constructed, self-contained homes (Tiny Homes) are permitted after approval.
3. Late model manufactured homes are permitted after approval.
4. Late model travel trailers deemed to be in good condition and to be used as a residence are permitted after ACC approval.
5. No outbuildings erected on any lot shall at any time be used as a dwelling, temporarily or permanently. No used buildings, partial or whole, shall be brought into the subdivision.
6. Conex. See HPOA website for Conex Variance for information.
7. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered without approval.
8. **Skirting of Structures:**

Any structure, including travel trailers to be used as a residence, and or not on a slab foundation must be skirted. No piers, pilings, or undercarriage shall be exposed to view. Acceptable skirting materials are metal siding such as “R” or “U” panel, weather resistant wood, or Hardi-Board. Skirting supplied by manufacturers of manufactured homes is acceptable. Galvanized siding is not acceptable. Skirting must be a complimentary color to the structure. Skirting must be completed within 60 days of structure installation.

1. **Residential Lots:**

Subject to provisions of numbered paragraph 6 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. No retail business such as but not limited to, vehicle or small engine repair, barber shop, etc. shall be conducted on any residential lot.

1. **Commercial Lots:**

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 in paragraph 5 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. The HPOA 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, and sales lots, water wells and related pumping, storage, operations and maintenance facilities.

1. **Setbacks:**

Fences shall be permitted to extend to the side and back lot lines and to no less than 10 feet of the front lot lines. For purposes of the front lot line, a 25 foot road easement extends from the center of the street. 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. No structure 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. “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. No building, travel trailer, 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 “Side lot line” and “rear lot line”.

1. **Camping and Recreational Activities**

Camping on the lots shall be limited to the use of camping trailers or tents and shall be of good appearance. Temporary camping trailers and tents 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.

1. **Animals and Birds:**
2. Household dog pets - See HPOA Dog Policy for information and Paragraph 13 herein.
3. 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.
4. Chickens. Owners must have ACC application approval and sign a contract acknowledging the rules, regulations, restrictions, and entrance onto the property. Chickens (hens only: maximum of 4 up to 1 acre), 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.
5. **Utilities:**
6. Water service must be connected, and an approved septic tank must be installed for each residence subject to the local governing entity. Not more than one property owner may be served by a single water connection, meeting said requirements.
7. All lots used as a residence are to have a self-contained septic approved by Texas Commission on Environmental Quality. No outside toilet or privy shall be erected or maintained on any lot.
8. Utility 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.
9. **Assessments / Dues:**

Subject to the provisions of the last sentence of this paragraph as to each lot in this 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.

1. **Firearms:**

No hunting or discharging of firearms shall be permitted on any lot or in any part of the Subdivision.

1. **Fines and Suspensions:**

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, and guests. 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. Owners who have been notified of a violation may have their access and use of HPOA provided amenities such as the boat dock, swimming pool, showers, dump station, parks, and trash dumpsters suspended until the violation is remedied. “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.

1. **Invalidation**

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.