

By Laws and Restrictions Combined,

This document is the result of votes taken at the annual meeting in 2023 combining the By-Laws and Restrictions into one document and votes taken at the 2025 annual meeting changing the format to a table of contents format.

Harbor Point Owners Association

By-Laws

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(Restrictions)

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Harbor Point Owners Association By-Laws

It should be noted, any variance in regards to Texas Property Code with the following By-Laws, Texas Property Code or the State of Texas and Brown County ordinances is the prevailing instrument.

ARTICLE ONE

MEMBERSHIP

SECTION 1. Each owner of one or more lots in any section of Harbor Point Subdivision and purchased under contract to purchase one or more lots from the legal owner (with such contract then being in force) is a member of Harbor Point Owners Association.

SECTION 2. All members, their immediate family and up to two authorized guests, unless otherwise authorized by the Board, shall have the right to use associations facilities including its swimming pool, parks and recreational areas to the extent permitted by and in accordance with the terms and conditions and that may be set out in the Association rules which may from time to time be established by the its Board of Directors. Each member shall be allowed one vote and only one (1), regardless if the membership is owned by a single individual or by two (2) or more persons.

SECTION 3. Upon termination of membership, whether by death, transfer or sale of property, all the rights, properties, funds or assets of the Association shall cease, ipso facto. Dues, liens and assessments shall transfer with the property. In the event a member sells or transfers all or only a portion of their property, then the rights, privileges and appropriate dues and assessments for that property shall transfer to the new owner. Property owners owning multiple lots and paying one set of dues status shall remain unchanged until all or a portion of that property is sold or transferred. Only sold or transferred property shall be subject to appropriate dues and assessments. Property owners owning multiple lots on record and paying one set of dues on and prior to July 1, 2022 shall no longer be grandfathered at one set of dues and assessments. All property owners shall be assessed dues and assessments according to the following formula:

\$300.00 for the first four lots and \$25.00 for each additional lot due by June 30th each year; A \$25 monthly late fee will be assessed on the 30th day of each month. The assessments include household trash fees for all residential owners. Commercial property owners dues and assessments are \$180 for the first four (4) lots and \$36 for each additional lot due by June 30 each year, a monthly late fee of \$25.00 will be assessed on the 30th day of each month. Commercial property owners are not allowed

usage of dumpsters for any refuse from the commercial lots. Guests are not permitted to use the garbage amenities.

SECTION 4. Should a property owner receive notice of violation of a subdivision restriction or By-Law or rules of the Association, the Association may suspend an owner's right to use a common area of Harbor Point as provided by State Property Code.

ARTICLE TWO

AUTHORITY

SECTION 1. There shall be no initiation fees. The Board of Directors by unanimous vote of the entire Board plus the approval of the members by a majority vote of those present and voting or by proxy or absentee vote at any annual business meeting may from time to time assess additional dues and assessments.

ARTICLE THREE

BOARD OF DIRECTORS

SECTION 1. The affairs, business and management of the Association shall be conducted by a Board of Directors consisting of the number of Directors as provided in ARTICLE THREE, SECTION 2, which Board shall have full power and authority to carry out the purpose of the Association and to do any and all lawful acts necessary or proper thereto.

SECTION 2. Directors shall serve a term of three years (3) and thereafter until their successors are elected and have qualified as provided in ARTICLE 3, SECTION 3. Any Director may succeed themselves and serve as many consecutive or non-consecutive terms as they may be elected. The Board shall consist of five (5) Directors and the terms shall be staggered that no more than two (2) Directors shall be elected yearly. In addition, if any Director elected is vacated due to resignation, death or removal, the Directors to fill vacancies thus caused may be appointed by a majority of the remaining Directors constituting a quorum. Directors must be Members of the Association in good standing. Any Director missing three (3) meetings in a year may be removed from the Board and the vacancy thus caused may be appointed by a

majority of the remaining Directors constituting a quorum. An appointed Director may be removed at any time for any reason by unanimous vote of the remaining Board members.

SECTION 3. Directors shall be elected at the Annual Meeting of the members by a plurality of the vote cast in person at such meeting, or by absentee or proxy vote. Before the expiration of the term of any Director, the President of the Board of Directors shall appoint a nominating committee of three (3) members. Members of the Association who wish to serve as a Director may present their name by letter of intent to the Nominating Committee by April 15th of each year. The Committee shall present Members from the letters of intent for a Directorship to be filled to the Board of Directors. The Board of Directors shall submit for consideration issues to be voted on at the same time Directors are elected at the Annual Meeting.

SECTION 4. A majority of the Directors shall constitute a quorum at any meeting, and a majority of those present shall be sufficient to determine any question or issue. Meetings of the Board of Directors may be held at any place designated by the President or a majority of the Directors.

ARTICLE FOUR

OFFICERS

SECTION 1. The officers of the Association shall be President, one or more Vice Presidents, a Secretary and a Treasurer elected by the Board of Directors. More than one office may be held by the same person. All officers shall be elected annually by the Board of Directors at the Annual Meeting of the Directors as designated in ARTICLE 6, SECTION 3. All officers shall hold office for a period of one (1) year, or until their successor is duly elected and qualified as provided in ARTICLE 3, SECTION 3.

SECTION 2. The President shall be the Chief Executive Officer of the Association and shall preside over meetings of the Board of Directors and meetings of the whole membership.

SECTION 3. Any Vice President shall exercise the function of the President in their absence and shall perform such duties as the Board of Directors may prescribe.

SECTION 4. The Secretary shall keep, or cause to be kept, the minutes of all meetings and a complete list of all members and their addresses, shall give the notices required herein, and shall perform all the duties required of a Secretary.

SECTION 5. The Treasurer shall collect, or cause to be collected, all fees, dues, assessments and charges and supervise the handling and disbursing of all money. They shall be

responsible for the proper accounting of the Association's financial affairs and the preparing of proper reports on financial matters and such other reports as may be specified by the Board of Directors.

ARTICLE FIVE

COMMITTEES

SECTION 1. The Board of Directors or the President may appoint such committees from time to time, and delegate to such committees such duties deemed proper.

SECTION 2. The appointment of the Nominating Committee shall be made by the President as provided in ARTICLE THREE, SECTION 3.

ARTICLE SIX

MEETINGS

SECTION 1. The Annual Meeting of the members of the Association shall be held at the American Legion by Harbor Point Subdivision or at such other place as shall be determined by the President of the Association, on the second Saturday in July of each year commencing with the year 1980 at 10:00 A.M. Special meetings may be called by the President or by a majority of the Board of Directors.

SECTION 2. The number of members entitled to vote at a meeting of members shall constitute a quorum thereat. The vote of the majority of the total votes cast by qualified voting members in person shall decide any question brought before such meeting; the respective members to have such number of votes as hereinbefore provided in ARTICLE ONE, SECTION 2.

SECTION 3. Without notice, the Annual Meeting of the Board of Directors shall be held on the same day at the same place as the Annual Meeting. Special meetings of the Board of Directors shall be called at any time by the President or by any three members of the Board of Directors. Three (3) days' notice shall be required for special meetings unless notice is waived in writing.

ARTICLE SEVEN

MISCELLANEOUS

SECTION 1. These By-Laws or any part thereof may be amended, modified or repealed only by a majority of vote of members voting and approval of all the Board of Directors of the Association.

SECTION 2. Unless otherwise required by statute, by the Articles of Incorporation or by these By-Laws, any notice required to be given shall not be deemed to be personal notice, such notice upon any bulletin board at the mailboxes in Harbor Point Subdivision.

SECTION 3. The Association shall not enter into any contract to pay, and shall not pay any salary or other remuneration to any Officer, Director or Committee Member of the Association for their services as such.

SECTION 4. The book "Roberts Rules of Order" shall serve as the guide to parliamentary procedure in all meetings of the Association and in all meetings of the Board of Directors of the Association.

Rules of Architect Control

(Restrictions)

1) 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.

2) 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.

3) 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.

- a. 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.
- b. Commercially constructed, self-contained homes (Tiny Homes) are permitted after approval.
- c. Late model manufactured homes are permitted after approval.

- d. Late model travel trailers deemed to be in good condition and to be used as a residence are permitted after ACC approval.
- e. 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.
- f. Conex. See HPOA website for Conex Variance for information.
- g. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered without approval.
- h.

4) 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.

5) 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.

6) 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.

7) 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".

8) 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.

9) Animals and Birds:

- a. Household dog pets - See HPOA Dog Policy for information and Paragraph 13 herein.
- b. 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.
- c. 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 carcasses, 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.

d.

10) Utilities:

- a. 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.
- b. 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.
- c. 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.

d.

11) 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 undersigned 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.

12) Firearms:

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

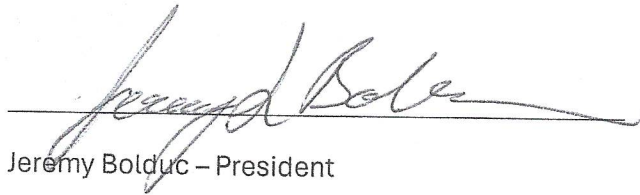
13) Fines and Suspensions:

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.

14) 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.



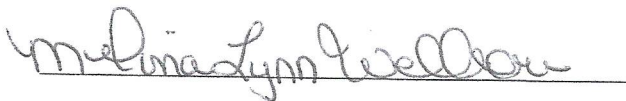
Jeremy Bolduc – President

Harbor Point Owners Association

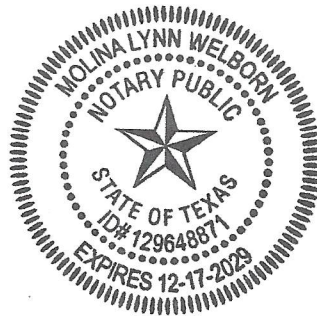
STATE OF TEXAS

COUNTY OF BROWN

Before me, the undersigned authority, on this 27 day of December personally appeared Jeremy Bolduc know to me thru Texas Drivers License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein on the 27 day of December 2025.



Notary Public



Return to:

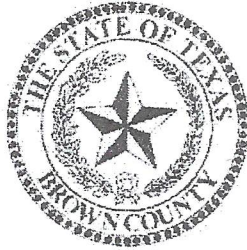
Harbor Point Owners Association

3381 Starboard Drive

May, TX 76857

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 2507190

FILED FOR REGISTRATION DECEMBER 29, 2025 12:06PM 15PGS \$81.00

SUBMITTER: ROGER DEAN TEMPLETON

RETURN TO:

HARBOR POINT OWNERS ASSOCIATION
3381 STARBOARD DRIVE
MAY TX 76857

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

OH