

**CONSOLIDATED, RESTATED AND AMENDED RESTRICTIONS
FOR GOVERNORS POINT SUBDIVISION, SAN JACINTO COUNTY, TEXAS**

THE STATE OF TEXAS §

COUNTY OF SAN JACINTO §

WHEREAS, PROJECTS AMERICAN CORPORATION, (the "Developer"), a Texas Corporation, formally with the Corporate name of Holiday Land Company, was the Developer of that certain subdivision named "Governors Point", ("Governors Point" and/or the "Subdivision"), developed out of the Ralph McGee League, Abstract 29 in San Jacinto County, Texas, under Plat File No. 19690626, filed Restrictions applicable to Section One dated March 13, 1969, and filed at Vol. 115, page 482, et seq., Deed Records of San Jacinto County, Texas; and

WHEREAS, the Developer filed a Maintenance Fund Agreement dated July 31, 1969, and filed at Vol. 115, pages 531, et seq., Deed Records of San Jacinto County, Texas, which Agreement recognized the creation of the Governors Point Property Owners Association, (the "Association"), a Texas non-profit corporation, and which Maintenance Fund Agreement was executed by the Developer and the Association; and

WHEREAS, the Developer filed a document entitled "Amendment to Restrictions for Governors Point Section One, dated March 13, 1969, and filed same on August 20, 1969, at Vol.115, pages 533, et seq., Deed Records of San Jacinto County, Texas, which Amendment amended deed restriction One of the Original Restrictions for Section One, to read as follows:

1. All lots, save and except Lot 1 in Block 1, Lots 61 through 73 inclusive in Block 2, these restrictions shall not apply, shall be known and described as lots for residential purposes only. Only one one-family residence may be erected, altered, placed or be permitted to remain on any lot or any lot and adjoining fractional part of another lot. Said lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment housing purpose; and

WHEREAS, the Developer filed "Restrictions for Lots 61 through 73, Block 2, Governors Point, Section 1", dated September 30, 1977, and filed same on August 20, 1969, at Vol. 115, page 531, et seq., Deed Records of San Jacinto County, Texas; and

WHEREAS, the Developer developed Section Two of Governors Point, out of the Ralph McGee League, Abstract 29 in San Jacinto County, Texas, under Plat File No. 19690626, and on January 3, 1972 executed Restrictions applicable to Section Two, and filed same, on January 5, 1972, at Vol. 126, pages 295, et seq., Deed Records of San Jacinto County, Texas; and

WHEREAS, the Developer executed, on December 5, 1975, a document entitled "Amendment of Restrictions for Governors Point Section Two" and filed the same on December 10, 1975 at Vol. 153, page 625, Deed Records of San Jacinto County, Texas; and

WHEREAS, the Developer executed, on January 22, 1976, a document entitled "Corrected Amendment of Restrictions for Governors Point Section Two" and filed the same on January 28, 1976, at Vol. 154, page 339, Deed Records of San Jacinto County, Texas; and

WHEREAS, the original restrictions for Section One provided the following amendment procedure for the deed restrictions:

22. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of such periods, such restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless, by a vote of a three-fourths (3/4) majority of the then owners of the lots in said subdivision (each lot having one (1) vote) taken prior to the expiration of said 25 years and filed for records in said County, it is agreed to amend or release same; and

WHEREAS, the original restrictions for Section Two provided the following amendment procedure for the deed restrictions:

23. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of such periods, such restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless, by a vote of a three-fourths (3/4) majority of the then owners of the lots in said subdivision (each lot having one (1) vote) taken prior to the expiration of said 25 years and filed for records in said County, it is agreed to amend or release same; and

WHEREAS, an election was held by the Association, pursuant to Chapter 211 of the Texas Property Code, on March 9, 2018, at which the following amendment procedure for Section One was adopted by the Association:

The members of Governors Point Property Owners Improvement Association, Inc., shall have the right at any time hereafter to amend the deed restrictions applicable to Section One of the Governors Point Subdivision, which restrictions were filed of record with the San Jacinto County Clerk, by a majority vote of the members of Governors Point Property Owners Improvement Association, Inc., voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to the Governors Point Subdivision, by the members of Governors Point Property Owners Improvement Association, Inc., at a special or annual meeting at which a quorum is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned in the Governors Point Subdivision;

and

WHEREAS, an election was held by the Association, pursuant to Chapter 211 of the Texas Property Code, on March 9, 2018, at which the following amendment procedure for Section Two was adopted by the Association:

The members of Governors Point Property Owners Improvement Association, Inc., shall have the right at any time hereafter to amend the deed restrictions applicable to Section Two of the Governors Point Subdivision, which restrictions were filed of record with the San Jacinto County Clerk, by a majority vote of the members of Governors Point Property Owners Improvement Association, Inc., voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to the Governors Point Subdivision, by the members of Governors Point Property Owners Improvement Association, Inc., at a special or annual meeting at which a quorum is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned in the Governors Point Subdivision; and

NOW, THEREFORE, the members of Governors Point Property Owners Improvement Association, Inc., by a majority vote of the members present at a meeting of the association at which a quorum was present, with each member who is eligible to vote being entitled to one (1) vote for all lots owned in the respective Sections One and Two, hereby consolidate, restate and amend the deed restrictions for Sections One and Two as follows:

SINGLE-FAMILY RESIDENTIAL USE ONLY

1. **Single Family Residential Use Only.** All lots, save and except the Lot marked Reserved in Block 2 and Lots 8, 9 and 10 in Block 2, and Lots 7, 8 and 9 in Block 12; the areas marked Reserve "A"; Reserve "B"; and Reserve "C" to which these restrictions shall not apply, shall be known and described as lots for single-family residential purposes only.
 - (a) The lots in such Subdivision shall be used for single-family residential purposes only, except those lots which are designated on the official plat of said Subdivision as

being commercial lots, and except those lots which may from time to time be designated by the Developer for business, recreational, or commercial purposes.

- (b) Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore such as a chicken processing plant, or junkyard, etc. or any business that will devalue property in the vicinity thereof.
- (c) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels (as defined by Chapter 156 of the Texas Tax Code), and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 consecutive days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions.
- (d) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

2. **No Temporary Dwellings.** No shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.

3. **Lot Maintenance.**

- (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials, building material, or metal material (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, trucks, vans, buses, golf carts, ATV's, 4-wheelers, motorcycles, tractors, lawn mowers, boats or personal watercraft.
- (b) Grass and weeds may not exceed twelve inches in height. All grass must be mowed in ditches and to the road frontage. All ditches must be kept clean and free of overgrowth. Refrigerators and other large appliances shall not be placed outdoors.
- (c) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
- (d) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
- (e) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association shall have the right to

correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.

4. **Set Back Lines.** No building, or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer the side lot line or rear lot line than five (5) 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 contract to be conveyed by Governors Point Property Owners Improvement Association, Inc. to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than twenty (20) feet.
5. **Construction Requirements.**
 - (a) No building shall be erected or maintained thereon other than a private residence (with a minimum floor area of 1400 square feet on all lots hereunder), a storage building (with minimum floor area of 30 square feet), a private garage and a private boathouse for sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. Mobile homes, including "manufactured housing", shall not be allowed in the subdivision. Exceptions may be approved by the Board for component type manufactured housing that meets all other standards established by the Board.
 - (b) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot without written approval of the Board.
 - (c) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Board.
 - (d) No tar type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used without written approval of the Board on any structure.
 - (e) The exterior of any building(excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Board. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Board.

- (f) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Board) and shall be a minimum of eighteen feet (18') in length. Each type of culvert must meet the approved standards set by San Jacinto County.
- (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.
- (h) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the Board.
- (i) Boat docks constructed on Lots 12 through 41 in Block 13; Lots 43 through 52 in Block 13; Lots 56 through 88 in Block 13; Lots 92 through 98 in Block 13 shall extend no further than four (4) feet into Lake from normal water line. No boat docks shall be constructed on Lots 53 through 55 in Block 13; Lots 89 through 91 in Block 13; Lot 99 in Block 13; and Lots 23 through 31 in Block 11. In any event, it is specifically noted that all plans for boat docks, slips or mooring facilities of any type must have written approval of the Board prior to construction.

6. **Architectural Control.**

(a) The Board of Directors of the Association shall exercise architectural control and shall protect the owner of lots hereunder 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 materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; 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.

(b) No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Board may reasonably request) have been submitted to and approved in writing by the Board in all respects, including, by not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

- (c) Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date.
- (d) No building exceeding two (2) stories in height, with a maximum height of thirty-five (35) feet from the floor to the roof peak, shall be erected or placed on any lot except as approved by the Board.

- (e) Except as may be provided for in these Restrictions, and/or any waiver or approval by the Board, the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
7. **Plumbing and Sanitation.** All plumbing and sanitation shall comply with the requirements of the Trinity River Authority.
8. **Pets.** No animals or birds, other than household pets, shall be kept on any lot. Any household pets allowed shall be raised or maintained on the property in such manner, or with such lack of care, as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance, or be raised for commercial purposes. Pursuant to ordinances of Point Blank and San Jacinto County, all dogs shall be permitted only if continuously contained by a leash or within a fenced area. Limit of ten (10) household pets per owner.
9. **Signs.** No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot of the subdivision; except that one (1) sign containing not more than three (3) square feet of surface area may be displayed for the sale of a dwelling house and lot, but only after the construction of the dwelling house has actually been started. All signs must be removed ten (10) days after the ending of every event.
10. **Utility Easement.** An easement is reserved for utility installation and maintenance over the front five feet of each lot and over the street side five feet of each corner lot together with the additional easement areas depicted on said plat. Guy wires may be constructed where required.
11. **Maintenance Fees.**
- (a) The owners of lots purchased in said Subdivision per the original plat shall pay a Maintenance Fee in the sum of one hundred fifty and no/100 (\$150.00) Dollars per lot for up to three (3) lots, and sixty and no/100 (\$60.00) Dollars per lot for each additional lot, on the 1st day of January of each year, beginning on the 1st day of January, 2019, to the Association to be used for the upkeep of the roads, parks and common facilities in said Subdivision as set out in the plat of said Subdivision. Said Maintenance Fee shall be secured by a lien against said lot, and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid by February 1st of the year in which such maintenance fees are due. PROVIDED, however, that the above assessment, effective January 1, 2019, applies only to owner(s) who, on June 2, 2018, has adjoining lots of four (4) or more lots and has had ownership of such lots on or before June 2, 2018; any owner who purchases four (4) or more adjoining lots after June 2, 2018 shall not be entitled to such maintenance fee amount and shall pay the

- rate of \$150.00 for each lot owned.
- (b) The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than one hundred fifty and no/100 (\$150.00) Dollars per year, per lot for up to three (3) lots, and sixty and no/100 (\$60.00) Dollars per lot for each additional lot. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. PROVIDED, however, that the above assessment, as may be adjusted as provided for by this paragraph (b), applies only to owner(s) who, on June 2, 2018, has adjoining lots of four (4) or more lots and has had ownership of such lots on or before June 2, 2018; any owner who purchases four (4) or more adjoining lots after June 2, 2018 shall not be entitled to such maintenance fee amount and shall pay the rate of \$150.00 for each lot owned.
- (c) The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Association:
- (1) lighting, constructing, improving, and maintaining streets, sidewalks, paths, parkways, esplanades, or swimming pools, if any;
 - (2) improvements of any area between curbs and sidewalks;
 - (3) collecting and disposing of garbage, ashes, rubbish and similar material as well as the maintenance of vacant lots;
 - (4) the construction of clubhouse facilities, ramps, boat landings, boat basins and other similar recreation facilities on areas so reserved by GPPPOIA;
 - (5) payment of legal fees and court costs of the Association; and
 - (6) doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of the Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of San Jacinto County, Texas.

12. **Lot Maintenance.**

- (a) The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, GPPPOIA, its successors or assigns may have the lot cleaned and the cost of expense thereof shall be payable by owner of said lot to GPPPOIA, its successors or assigns. No lot or portion of any lot shall be used as a

- dumping ground for rubbish or trash nor for storage of items or materials, building material, metal scrap (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, trucks, vans, buses, golf carts, ATV's, 4-wheelers, motorcycles, tractors, lawn mowers, boats or personal watercraft.
- (b) Grass and weeds may not exceed twelve inches in height. All grass must be mowed in ditches and to the road frontage. All ditches must be kept clean and free of overgrowth. Refrigerators and other large appliances shall not be placed outdoors.
 - (c) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
 - (d) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
 - (e) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction
13. **Waterfront Lot Easements.** It is specifically pointed out that as to water front lots, an easement is on file in the Deed Records of San Jacinto County, Texas, in favor of Trinity River Authority providing for certain rights including but not limited to the right to overflow, flood or cover land up to the 135 foot contour.
14. **Covenants Running With Land and Amendment.** These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of such periods, such restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless amended as provided herein. The members of Governors Point Property Owners Improvement Association, Inc., shall have the right at any time hereafter to amend the deed restrictions applicable to the lots in the Governors Point Subdivision, which restrictions were filed of record with the San Jacinto County Clerk, by a majority vote of the members of

Governors Point Property Owners Improvement Association, Inc., voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to Governors Point Subdivision, by the members of Governors Point Property Owners Improvement Association, Inc., at a special or annual meeting at which a quorum is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned in the Governors Point Subdivision.

15. **Applicability.** Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument. These restrictions, conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.

16. **Enforcement of Deed Restrictions.**
 - (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the Governors Point Property Owners Improvement Association, Inc., 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 (1) prevent such violation, (2) recover damages of other dues for such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately 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 to the real property hereunder) of the owner or purchaser of any real property hereunder.
 - (b) The Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.
 - (c) Neither the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.

- (d) Notwithstanding any other provisions hereof, the Association shall not be liable or subject to 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.
17. **Texas Property Code Controls.** To the extent that any of these Restrictions conflict with the provisions of the Texas Property Code and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Business Organizations Code shall control.
18. **Property Owners Association.**
- (a) "Property Owners Association", and/or "Association", as such term is used herein, shall mean the "Governors Point Property Owners Improvement Association, Inc."
- (b) Every property owner in the Governors Point Subdivision shall be a member of the Association, and the Association shall be a Property Owners Association as defined by the Texas Property Code. The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association, as well for enforcement of any other deed restriction violation.
- (c) Any lot owner who has not paid the annual maintenance fees applicable to the lots he/she owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Except as may otherwise be provided for by Chapter 209 of the Texas Property Code, any lot owner delinquent in payment of any maintenance fees or other fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.
- (d) Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restrictions, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
- (e) Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Association, and the Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.

19. **Partial Invalidity and Severability.**
- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
 - (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.
20. **Special Assessment.** In addition to the Maintenance Fee assessment set forth in these Consolidated, Restated and Amended Restrictions, the owners of lots purchased in said Subdivision shall be subject to a "Special Assessment" fee per owner for the purpose of raising funds to finance all facilities, roads and other expenses of the Association, in such amount as may be established by the Association at a special or annual meeting of the members, at which a quorum is present and at which notice for an election for the assessment of said Special Assessment is given at least thirty (30) days in advance of such meeting. Should the special assessment be approved by a two-third (2/3) vote of the members, represented in person or by proxy, of the Property Owners Association at the annual meeting of the Property Owners Association, then the Special Assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. In the event a Special Assessment is not approved by the members, the Board may assess a Special Assessment fee of not more than thirty five and no/100 (\$35.00) Dollars per property owner, per calendar year with a majority vote of the Board members. Said Special Assessment shall be secured by a lien against said lot, the same lien as provided for by restrictions. The failure to pay said any Special Assessment shall constitute authorize the Association to bring a lawsuit to judicially foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Special Assessment shall be deemed delinquent if not paid within thirty (30) days of the date set forth in the notice as being the date the Special Assessment is due.
21. **Subdividing of Lot.** No lot may be subdivided without the consent of the Association. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.
22. **Culverts and Ditches.** The ditches and culverts in front of each lot shall be kept open and only the size/type culverts recommended by the County Commissioner in that precinct shall be installed. Any culvert installed inadequately may be removed by the Association and replaced at the expense of the lot owner.

23. **Firearms.** No hunting, or the discharge of firearms, shall be allowed in any area of said subdivision.
24. **Timber.** No merchantable timber upon any lot shall be clear cut or mutilated before said lot is paid for in full, except that a reasonable sized site for a house place may be cleared.
25. **Liability of Owners to Owners' Families and Guests.** All lot owners shall be liable for any injury due to their own negligence to themselves or any of their family or guests while in or on any of the roads, lakes, pool, buildings, piers, docks, parks, playground equipment or property of said subdivision or Association, and the Association shall not be liable for any such injury.
26. **Transport Vehicles.** Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, or any subdivision owned lots, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
27. **Drilling and other Activities.**
- (a) Drilling or exploration of minerals is not allowed.
 - (b) No property owner shall excavate, remove or sell the oil other than what may be necessary for the reasonable use, upkeep and maintenance of the property.
28. **Fences.** Fences shall be permitted to extend to the side lot lines and back lot lines and to no less than fifteen (15) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any fence fronting on (HIGHWAY) shall be twenty-five (25) feet from the front lot line. All fences that face a street must be of wood or steel construction. No barbwire fencing facing a street is allowed.
29. **Use of Adjacent Lots.**
- (a) This Article is intended to comply with Section 209.015 , Texas Property Code, and the Board of Directors is authorized to adopt such rules, regulations and resolutions to effect the intend of this Article.
 - (b) As used in this Bylaws, "Adjacent lot" means: (A) a lot that is contiguous to another lot that fronts on the same street; (B) with respect to a corner lot, a lot that is contiguous to the corner lot by either a side property line or a back property line; and/or (C) if permitted by the dedicatory instrument, any lot that is contiguous to another lot at the back property line.
 - (c) As used in these Bylaws, "Residential purpose" with respect to the use of a lot: (A) means the location on the lot of any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and (B) includes the location on the lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well and, if otherwise specifically permitted by

- the dedicatory instrument, the parking or storage of a recreational vehicle.
- (d) An owner must obtain the approval of the Board of Directors, based on criteria prescribed by the dedicatory instruments specific to the use of a lot for residential purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the residential purpose, before the owner begins the construction, placement, or erection of a building, structure, or other improvement for the residential purpose on an adjacent lot.
 - (e) An owner who elects to use an adjacent lot for residential purposes under this section shall, on the sale or transfer of the lot containing the residence: (a) include the adjacent lot in the sales agreement and transfer the lot to the new owner under the same dedicatory conditions; or (b) restore the adjacent lot to the original condition before the addition of the improvements allowed under this section to the extent that the lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the owner.
 - (f) An owner may sell the adjacent lot separately only for the purpose of the construction of a new residence that complies with existing requirements in the dedicatory instrument unless the lot has been restored as described by Subsection (5)(b) of this Article.
 - (g) The Association may not adopt or enforce a provision in a dedicatory instrument that prohibits or restricts the owner of a lot on which a residence is located from using for residential purposes an adjacent lot owned by the property owner.

DEFINITIONS

1. Association. "Association" shall mean and refer to the GOVERNORS POINT PROPERTY OWNERS IMPROVEMENT ASSOCIATION, INC., a non profit corporation organized under the laws of Texas, its successors and assigns.
2. Board of Directors. "Board of Directors" shall refer to the board of directors elected by the members of the Association.
3. Common Facilities. "Common Facilities" shall mean the roads, street lights, parks, and entrance features of the Subdivision, and landscaped areas established by the Developer for use as Common Facilities.
4. County Clerk. "County Clerk" shall mean the County Clerk of San Jacinto County, Texas.
5. Declarations and/or Restrictions. "Declaration" and/or "Restrictions" shall mean the declarations and restrictions filed of record with the County Clerk for the Subdivision.
6. Dedicatory Instrument. "Dedicatory Instrument" shall mean each instrument governing the establishment, maintenance, and operation of the GOVERNORS POINT PROPERTY

OWNERS IMPROVEMENT ASSOCIATION, INC and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under "Declaration". Dedicatory Instrument further shall mean the Articles of Incorporation (now known as Certificate of Formation), Bylaws, and other rules, regulations, and resolutions filed of record with the County Clerk.

7. Directors. "Directors" shall mean and refer to any duly elected or appointed member of the Board of Directors.
8. Electronic ballot. "Electronic ballot" means a ballot: (a) given by: (1) e-mail; (2) facsimile; or (3) posting on an Internet website; (b) for which the identity of the property owner submitting the ballot can be confirmed; and (c) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot. (Source: Section 209.00592 (d), Texas Property Code).
9. Lot. "Lot" shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk.
10. Member. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.
11. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
12. Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office.
13. Record Date. "Record Date" shall mean the date that the notice of any annual or special meeting is mailed.
14. Maintenance Fee. "Maintenance Fee" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions, and include maintenance charges and maintenance fees.

- 15. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a maintenance fee, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which a quorum is present and at which at least thirty (30) days notice is given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:
 - (a) Defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;
 - (b) Maintenance and improvement of Common Areas owned by the Association; and/or
 - (c) Such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.

- 16. Subdivision. "Subdivision" shall mean the Governors Point Subdivision, Sections One and Two, San Jacinto County, Texas, as shown on the respective Plats on file with the County Clerk's office.

IN WITNESS WHEREOF, we being all of the trustees of GOVERNOR'S POINT PROPERTY OWNERS IMPROVEMENT ASSOCIATION, INC., hereunto set our hands this 2nd day of June, 2018.

Larry Bierstedt
 Larry Bierstedt, President

Linda S. Earls
 Linda Earls, Vice President

Randy Stockman
 Randy Stockman, Secretary

Dennis Miller
 Dennis Miller, Treasurer

Mike Hallock
 Mike Hallock, Member at Large

CERTIFICATION

I, the undersigned, do hereby certify;

That I am the duly elected and acting secretary of GOVERNOR'S POINT PROPERTY OWNERS IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, and

That the foregoing Deed Restrictions constitute the original Deed Restrictions of said Association, as duly adopted at a meeting of the Board of Directors thereof, held the 2nd day of June, 2018.

Randy Stockman
 Randy Stockman, Secretary

THE STATE OF TEXAS

COUNTY OF SAN JACINTO



The instrument was acknowledged before me on the 2nd day of June, 2018 by GWEN O'BANNON

Gwen O'Bannon
 Notary Public in and for the State of Texas

Filed for Record in:
San Jacinto County

On: Jun 04, 2018 at 10:52A

As a
Recording

Document Number: 20183374

Amount 81.00

Receipt Number - 25463

By,
Marna Gearhart

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dawn Wright hereby certify that this
instrument was filed in number sequence on the date
and time hereon by me, and was duly recorded in the
OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas
as stamped hereon by me on

Jun 04, 2018

Dawn Wright, County Clerk
San Jacinto County, Texas