

**RESTATED AND  
AMENDED EXTENSION OF RESTRICTIVE COVENANTS  
PERTAINING TO FOX POINT CLUB LOT OWNERS  
ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF HUNT       §

This Restated and Amended Extension of Restrictive Covenants Pertaining to Fox Point Club Lot Owners Association, Inc. (the "Restated Covenants") are made this 17<sup>th</sup> day of January, 2023, by Fox Point Club Lot Owners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, by instrument dated August 13, 1962, recorded in Volume 608, Page 5 *et seq.* of the Deed Records of Hunt County, Texas, Alpha Land Inc. ("Developer") imposed restrictive covenants upon Fox Point Club, Section One, a subdivision out of the James Levins Survey in Hunt County, Texas, as extended and amended from time to time; and

**WHEREAS**, such restrictive covenants were eventually applied by the developer to all of the four sections of Fox Point Club so that all lots in Fox Point Club Subdivisions described in plats of record in Volume 400, Pages 122, 177A, 208 and 209 of the Plat Records of Hunt County, Texas, are now subject thereto; and

**WHEREAS**, the Association was incorporated, evidenced by instrument of record Filing No. 20831901, Business and Public Filings, Texas Secretary of State, under the Texas Non-Profit Corporation Act for the purpose of administering and enforcing said restrictions as amended; and

**WHEREAS**, the original restrictive covenants expired by their terms on January 1, 1985, unless extended for successive periods often years by a vote of the owners of a majority of the lots in Fox Point Club evidenced by an instrument of record; and

**WHEREAS**, the restrictive covenants were thus extended for a period beginning January 1, 1985, and concluding ten years thereafter by instrument of record in Volume 957, Page 172 of the Deed Records of Hunt County, Texas; and

**WHEREAS**, the restrictive covenants were again extended for a period commencing on January 1, 1995, and concluding ten years thereafter on December 31, 2004, and amended by instrument of record in Volume 335, Page 789, real Property Records, Hunt County, Texas; and

**WHEREAS**, the restrictive covenants were again amended so as to be in full force and effect applicable to all lots in all of the subdivisions, the owners thereof, their heirs, executors, administrators and assigns, and such amendments are by instrument of record in Volume 538, Page 209, Real Property Records, Hunt County, Texas; and

**WHEREAS**, the restrictive covenants were again extended for a period commencing on November 1, 2003, and concluding ten years thereafter on December 31, 2014, and amended by instrument of record in Volume 1082, Page 209, Real Property Records of Hunt County, Texas; and

**WHEREAS**, the restrictive covenants were again extended as the Association, pursuant to the authority granted by Texas Property Code Section 209.0041(e)-(h) and the approval by the Members of the Association holding at least sixty-seven percent (67%) of the total vote, extended the original restrictive covenants as previously amended and further amended the same, and adopted and imposed upon all of the lots in the Fox Point Club Subdivisions the stipulations and restrictions through the instrument dated December 30, 2014, entitled "Amendment and Extension of Restrictive Covenants Pertaining to Fox Point Club Lot owners Association, Inc." ("Amendment and Extension") and recorded the same on December 30, 2021, under Instrument No. 2014-15757 of the Real Property Records of Hunt County, Texas, which were made covenants running with the land and which shall apply to and are binding upon the owners of said lots, their heirs, executors, administrators, successors and assigns; and

**WHEREAS**, the Association further amended the Amendment and Extension pursuant to the authority granted by Texas Property Code Section 209.0041(e)-(h) and the approval by the Members of the Association holding at least sixty-seven percent (67%) of the total votes by the First Amendment to the Amendment and Extension of Restrictive Covenants Pertaining to Fox Point Club Lot Owners Association, Inc. recorded on May 19, 2022, as Document No. 2022-11850 of the Real Property Records of Hunt County, Texas.

**WHEREAS**, the Association desires to restate and replace the Amendment and Extension of Restrictive Covenants, as amended and/or supplemented, pursuant to the authority granted by Texas Property Code 209.004(e)-(h) and the approval of the Members of the Association holding at least sixty-seven percent (67%) of the total vote; and

**WHEREAS**, these Restated Covenants were approved by Members of the Association holding at least sixty-seven percent (67%) of the total votes.

**NOW, THEREFORE**, the Amendment and Extension of Restrictive Covenants, as amended and/or supplemented, are replaced in their entirety as follows:

**RESTRICTIVE COVENANTS  
Pertaining to Fox Point Club Lot Owners Association, Inc.**

1. All lots shall be known and described as residential lots, and there shall not be erected on any one lot more than one dwelling house and necessary garage, or storage.
2. No buildings shall be erected, placed or permitted to remain on any lot until the building plans and specifications have been presented in writing to and approved in writing by the Board of Directors.

3. All propane gas storage tanks and any other similar outside storage apparatus which are not buried below the surface of the ground must be placed at the side or rear of a building or covered in harmony with the design of the main structure.
4. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the Property for sale or rent, or signs used by the builder to advertise the Property during the construction and sales period.
5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. All household pets must be kept within the confines of the Owner's Property, except when on a leash or when under the control of the Owner or another adult.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
7. No discarded or worn-out manufactured materials or machinery including motor vehicles, parts of motor vehicles, tires, aircraft, farm implements, building or construction debris or materials, appliances, scrap metal, boats, or trailers shall be stored upon any lot. A "discarded vehicle" means any abandoned, junked, worn-out, unused, or unlicensed vehicle that is not in condition to be lawfully operated on public roads.
8. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. No sports vehicles, such as 4-wheelers, motorized dirt bikes, dune buggies, and go carts shall operate in a manner which would create a nuisance or hazard on roadways maintained by the Association.
10. No trailer, basement, tent, shack, garage, barn, or outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
11. No outside toilet facilities shall be maintained on any lot, and all toilet facilities shall be connected to a sewer line or septic tank.
12. All residential buildings must have at least 1,800 square feet of floor space excluding porches, carports and attached garages. No "mobile home" or "manufactured home" as those terms are currently defined in Section 3 of Article 522(f) Texas Revised Civil Statutes, shall ever be erected upon any lot. If approved by the Board of Directors, a "modular home" may be constructed upon any lot in the Subdivision. "Modular Home" means housing consisting of components (i.e., walls, partitions, roofing, etc.) that is manufactured off premises, transported to site, where it is then assembled and erected on a permanent foundation. The Board of Directors shall have exclusive authority to decide whether or not the proposed residence is a "mobile home", "manufactured home" or "modular home" in case of any ambiguity in the foregoing definitions.
13. Where lots require a culvert at the point of exit to the roadways, the culvert shall be of a material, type, length, and diameter that is approved by the Board of Directors of the Association or its designee.

14. No building shall be located on any lot nearer to any side-lot line than ten (10) feet or ten percent (10%) of the width of the lot, whichever is smaller, nor in case of corner lots, nearer than fifteen (15) feet to any side-lot plus 1/2 the width of the road.

15. All residential structures must be completed on the exterior within one hundred eighty (180) days after commencement of construction, or Owner must secure written approval from the Board of Directors of the Association or its designee.

16. All Owners of lots, homes and buildings must keep and maintain said lots, homes and buildings in a neat and orderly manner free of discarded debris and junk.

17. Quarterly dues as set at annual meetings of the Association shall be allocated sixty percent (60%) of total collections for road maintenance including the expense of security lights, and forty percent (40%) of collections allocated to normal homeowners association expenses and expenditures as approved by a majority of the Membership present at the annual meeting.

18. Membership: Each and every individual owning a lot within the Fox Point Club subdivision shall be a Member of the Association. By the acceptance of a deed or other conveyance of such lot, each and every Owner(s) of any lot within this subdivision shall be deemed to covenant and agree to pay such association such assessments or charges as may be fixed, established and collected from time to time. Such assessments, together with interest thereon and costs of collection thereof, shall be and constitute a charge and a continuing lien upon the Property against which each such assessment is made, and shall also be the personal obligation of each and every Owner of such property at the time which such assessment fell due. Such assessments shall be used for the purpose of maintaining roads, office, safety and welfare of the residents of the Fox Point Club subdivision. It is further provided that the lien securing any assessment, as "provided for herein, and any renewals or extensions thereof, if all assessments applicable to the premises covered by such mortgage, and all payments thereof, are current at the time of execution of such mortgage. Any lot Owner or lessee owing no outstanding assessments is eligible to hold an office in the Association. All enforcement for assessments owed to the Association is governed under the procedures and policies of the Association's Alternative Payment Schedule found as Exhibit A to the Bylaws.

19. When valid complaints are received by an Officer of the Association on any restriction, a written warning will be given to the responsible Owner. If complaints are received after the warning, the lot Owner will be subject to a special monetary assessment for each day the lot Owner is not in compliance with these restrictions to be determined by the Board of Directors of the Association after notice to the responsible lot Owner and an opportunity to be heard. No assessment under this paragraph shall exceed the amount at the time of the violation authorized as civil damages under Section 202.004, Texas Property Code, as amended. Collection of any such assessment shall be enforced in the same manner as other dues and assessments of the Association or by judicial process.

20. All persons acquiring property in any subdivision of the Fox Point Club Addition shall hereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The Property Owner's signature, attesting to the above, will be required.

21. Invalidation of any one or more of the covenants or restrictions herein contained by any court of competent jurisdiction or otherwise, shall in no way affect or impair the validity of the remainder of these covenants and restrictions which shall continue in full force and effect.

22. With the exception of the Non-Conforming Use Lots defined below, no lot, residence or improvement in the Fox Point Club Subdivision may be leased as a STR. Doing so is a violation of these covenants, and each day of the lease is a separate violation. The penalty is \$200.00 per day, which may be collected through judicial process, a lien or liens against the Property, or any other lawful process.

Definitions:

- a. Short-Term Rental ("STR") – a rental of real property, including any recreational vehicle, trailer, residence, manufactured housing, or any other structure used for residential use on a lot or lots in Fox Point for a rental of 30 days or less.
- b. Non-Conforming Use Lots – lots which were being used as STR prior to June 27, 2021. The Owners of these lots on that date are "grandfathered" and may continue their use as STR as long as they comply with all other covenants of the Fox Point Subdivision. Those lots are as follows: Lots 25, 26, 42 & 43.

"With the exception of the non-conforming use lots identified above, no lot, residence or improvement in the Fox Point Club Subdivision may be leased as a Short-Term Rental. Doing so is a violation of these covenants, and each day of the lease is a separate violation. The penalty is \$200.00 per day, which may be collected through judicial process, a lien or liens against the Property, or any other lawful process."

IN WITNESS WHEREOF, the undersigned has executed this Restated and Amended Extension of Restrictive Covenants and Extension of Restrictive Covenants as of the date first above written, certifying the accuracy of the contents of the amendment and its adoption by the express written consent of more than sixty-seven percent (67%) of the outstanding votes of the Members of the Association, in the aggregate, regardless of class.

**FOX POINT CLUB LOT OWNERS  
ASSOCIATION, INC.**, a Texas non-profit  
corporation

By: 

Printed Name: Gerald Fellows

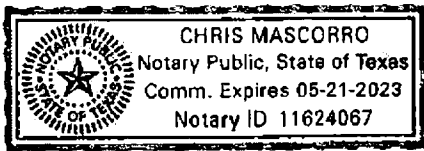
Title: President

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF Hunt     §

BEFORE ME, the undersigned authority, on this day personally appeared Gerard Telles, President of Fox Point Club Lot Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 17<sup>th</sup> day of January, 2023.



Chris Mascorro  
Notary Public

My Commission Expires: 5-21-2023

G/Pud.Amd/FoxPointClub-restatedcovenants

**THE STATE OF TEXAS  
COUNTY OF HUNT**

I hereby certify that this instrument was FILED on the  
date and time stamped heron by me and was duly  
RECORDED in the Records of Hunt County, Texas

2023-08393

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A handwritten signature in cursive script that reads "Becky Landrum".

Becky Landrum, County Clerk  
Hunt, TX