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CERTIFIED COPY

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
PALMETTO POINT PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by  
PALMETTO Point Property Owners Association, hereinafter referred to as  
"Association".

W I T N E S S E T H

WHEREAS, Association is the Homeowner Association of certain  
property in San Jacinto County, State of Texas, which is more particularly  
described as a subdivision in the John Foster Survey, abstract 120, as  
recorded in the Plat Records of San Jacinto County, Texas; and,

WHEREAS, Association desires to establish a uniform plan for  
improvement of the residential lots in said subdivision, and to ensure the  
preservation of such uniform plan for the benefit of both the present and  
future owners of residential lots in said subdivision:

NOW THEREFORE, Association hereby declares that all of the  
properties described above shall be held, sold and conveyed subject to the  
following easements, restriction, reservations, covenants and conditions,  
which are for the purpose of protecting the value and desirability of, and  
which shall run with the title of the real property and be binding on all  
parties having any right, title, or interest in the described properties or  
any part thereof, their heirs, successors and assigns, and shall inure to the  
benefit of each owner thereof. Further, the Association, as hereinafter  
provided, shall have the right to enforce these covenants, conditions, and  
restrictions.

ARTICLE 1  
DEFINITIONS

Section 1. "Association" shall mean and refer to PALMETTO  
POINT PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, its  
successors, and assigns.

SECTION 2. "Building" shall mean any structure built for the  
support, shelter, or enclosure of persons, animals, chattles or movable  
property of any kind.

SECTION 3. "Common Area" shall mean all real property  
(including the improvements thereto) owned by the Association for the  
common use and enjoyment of the Owners.

SECTION 4. "Lot" shall mean and refer to any plot of land  
shown upon any recorded subdivision map of the properties with the exception  
of the Common Area, and public areas such as parks, parkways, and esplanades

Section 5. "Owner" shall mean and refer to the resident record  
owner, whether one or more persons or entities, of the fee simple title to  
any lot or portion of a lot, on which there is or will be installed a single  
family dwelling mobile home, or house, including contract sellers, but excluding  
those having such interest merely as security for the performance of an  
obligations and those having only an interest in the mineral estate.

Section 6. "Plat" shall mean and refer to the recorded map or  
plat of Palmetto Point, recorded in the Plat Records of San Jacinto County,  
Texas.

Section 7. "Properties" shall mean and refer to that certain  
real property hereinafore described, and such additions thereto as may  
hereinafter be brought within the jurisdiction of the Association.



AT RUE COPY  
I hereby certify  
Charlene Vann  
COUNTY CLERK  
SAN JACINTO COUNTY, TEXAS  
Date: 11-20-97  
By: Sheri L. Vann  
DEPUTY CLERK

CERTIFIED COPY

Vol. 812 642

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Upon conveyance of same to the Association, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner or the Owner's delegate for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his household, his lease tenants, or contract purchasers who reside on the property. All such delegates shall be subject to the rules and regulations of the Association and all provisions of the Articles of Incorporation and By-Laws of the Association and of this Declaration to the same extent as the Owner, and the Association may take any action against such delegate to enforce such documents as it is authorized to take against the Owner, and the Owner and his delegate shall be bound thereby.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a resident record Owner of a fee or undivided fee interest in any lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association and shall automatically pass with the title to the Lot. Ownership of such lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership. Members shall be allowed one (1) vote for each lot which vote may be cast by the owner or co-owners of that lot but in no event shall more than one (1) vote be cast with respect to any lot.

TRUE COPY

I hereby certify  
Charlene Vann  
COUNTY CLERK

SAN JACINTO COUNTY, TEXAS

Date: 11-20-97

By: Shirley W. Vann  
DEPUTY CLERK



CERTIFIED COPY

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ARTICLE IV  
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligations of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. Each lot in Palmetto Point is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each lot within Palmetto Point to the Palmetto Point Property Owners Association, in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association, as hereinafter provided, as the needs for the subdivision may, in the judgement of the Association, require. Such assessment will be uniform. Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Palmetto Point. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: constructing and maintaining alleys, paths, parks, parkways, easements, esplanades, cul-de-sacs, recreational facilities, and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen, watchmen, operators, caring for vacant lots, street lighting, garbage collection, and doing other things that are necessary or desirable, in the opinion of the Association, in order to keep the Properties in the subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties, including the establishment and maintenance of a reserve for future repair, maintenance, taxes, insurance and other charges as specified herein. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association. Each person who accepts a deed to a lot or lots agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following incorporation of Palmetto Point Property Owners Association, the maximum annual assessment shall be \$36.00 per lot per year.



ATRUUE COPY  
I hereby certify  
Charlene Vann  
COUNTY CLERK  
SAN JACINTO COUNTY TEXAS  
Date: 11.20.97  
By: Sherry L. Stebbins  
DEPUTY CLERK

CERTIFIED COPY

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(e) From and after January 1 of the year immediately following incorporation, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following incorporation, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Majority of property owners may fix the annual assessment at an amount not to exceed the maximum permitted herein. All property owners will be notified 60 days after the majority has voted to express their opinion.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Article IV, Section 2. However, any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum as the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Date of Commencement and Determination of Annual Assessment. The Annual assessments provided for herein shall commence for all lots on the first day of the month following the annexation of the property into the PALMETTO POINT PROPERTY OWNERS ASSOCIATION. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at the last provided address in the Association records. The due date for the assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate by the Association as of the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, plus costs for collections. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ATRUE COPY

I hereby certify

Charlene Vann  
COUNTY CLERK

SAN JACINTO COUNTY, TEXAS

Date: 11-20-97

By: Shirley L. Vann  
DEPUTY CLERK



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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

USE RESTRICTIONS

Section 1. Land use and Building Type. All lots shall be known and rescribed as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"). No structure shall be erected placed, altered, or permitted to remain on any lot other than one (1) single family dwelling mobile home or house with optional garage for not more than two (2) cars. Not lot shall be used for business of professional purposes of any kind, nor for any commercial or manufacturing purposes. Each single family dwelling may be occupied by only one family or no more than two unrelated persons.

Section 2. Architectural Control. No mobile home, house, building, fence, or other structure shall be commenced, erected, placed, altered or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing by the Architectural Control Committee.

Section 3. Dwelling Size. Any mobile home must have a living area of not less than 600 square feet, exclusive of open or screened porches, terraces, drive ways, and garages. Garages shall correspond in style, color, and architecture to the main residence. Houses must be built with no less than 900 square feet of living space and no more than 1800 square feet of living space. Houses under construction must be dried in within 60 days. Building trash must be cleaned up after each phase of construction.

Section 4. Mobile Home Locations and Appearance. The Architectural Control Committee shall ensure that mobile homes, improvements, and personal property erected, grown, or maintained on lots must meet certain standards of appearance, sanitation, and location on the lot, with minimal annoyance to occupants of other lots, especially concerning view of the water. No mobile home or house shall be located nearer than ten (10) feet from the adjacent electrical, telephone or existing water lines unless prior written approval by said utility has been given. For the purposes of this covenant, gaves steps, and open porches shall not be considered a part of the main residence. No mobile home may be placed on any lot until approved in writing by the Architectural Control Committee as to size, condition, appearance, skirting, and location on the lot. Said mobile home must have complete sanitary facilities, including a lavatory, toilet, tub or shower, kitchen sink, and must be connected to all utilities meaning electrical, sewage, and water. All toilets shall be inside the home and prior to occupancy be connected to a septic system at the expense of the owner, and such septic system shall have a field line and be constructed and maintained in accordance with the requirements of the State Health Department and Trinity River Authority, and shall be inspected and approved by such Authority. All mobile homes shall be skirted on all sides in a material acceptable to the Architectural Control Committee. All structures which extend into the water shall meet following requirements and no part shall be closer to any projected side of property lot line than 10 feet. An exception may be made by committee upon cause. Where such exception may be necessary an approval in writing by the lot owner affected shall be necessary.

Section 5. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon or the Association shall have the right to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, without limitation, include: 1) unmodified vehicles, 2) trail bikes, motorcycles, or three wheelers, inside the subdivision, except that exit and entry to the sub division is allowable on common area streets by the most direct approach to the lot or exit, 3) the use or discharge of firearms, except to protect. This means no hunting or target practice in the subdivision. Fireworks are allowed only on your lot under supervision of an adult and no later than 10:00pm except on New Years Eve.



Chadene Vann  
County Clerk  
Therby Coffey  
County Clerk  
Date: 11-20-07  
SAN JACINTO COUNTY, TEXAS  
DEPUTY CLERK

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Section 6. Temporary Structures and Outbuildings. No structure of a temporary nature whether tents, motor homes, or other such vehicles or structures designed for temporary occupancy are allowed. Motor homes or campers that are self contained may be used as long as owner is present during vacations. They are not to be left on lot when not in use.

Section 7. Storage of Vehicles or Equipment. No large item of personal property such as a boat, storage facility, aircraft, machinery or equipment of any kind may be parked or stored on any lot forward of the front building line, or on the easement, right of way, common area or in the street. Placement elsewhere on the lot shall be subject to approval of the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pick up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets of the State of Texas may be parked on constructed driveways. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a mobile home or house in the immediate vicinity.

Section 8. Animals and Livestock. The raising or keeping of hogs, horses, poultry, cattle, fowls or other livestock, on any lot in the subdivision is strictly prohibited. Consistent with its use as a residence, dogs, cats, and other domestic household pets not in excess of three (3) adult pets may be kept on a lot, provided they are not kept, bred or maintained for any commercial purposes. Dogs may not run loose in the subdivision.

Section 9. Water and Mineral Operations. No water drilling, water development operations, shall be allowed except for the water utility district for the use of the subdivision.

Section 10. Storage and Disposal of Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers with covers or lids. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary conditions. Further, no lot shall be used for the storage of any materials whatsoever which is visible from the street, except that building materials used in the construction of improvements erected upon a lot may be placed upon the lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot and not in open view of the street.

Section 11. Visual Obstructions. No shrub, tree, fence, wall, or hedge which obstructs the roadway shall be planted, constructed, or permitted. The view of the water shall not be obstructed whenever avoidable, each lot owner to consider the view obstruction of other lots as well as his own.

Section 12. Lot Maintenance and Mobile Home Repairs. All lots shall be kept in a sanitary, healthful, safe and attractive condition. The Owner or occupant of any lot shall keep weeds and grass cut, shall in no event use any lot for storage of material or equipment except normal residential requirements, or permit the accumulation of garbage, trash or rubbish. No unsightly or congested structures or conditions of any kind will be permitted and the Architectural Control Committ. shall decide what is unsightly or congested, Any home destroyed partially or totally



ATRUUE COPY

I hereby certify

Charlene Vann

COUNTY CLERK

SAN JACINTO COUNTY, TEXAS

Date: 11-20-97

By: Sheena L. Williams  
DEPUTY CLERK

by fire, storm, time or any other means shall be repaired or removed at the Owners expense within a reasonable period of time and the land restored to an orderly and attractive condition. All mobile homes and other buildings must be kept in good repair, including painting and washing to preserve the attractiveness thereof. Abandoned mobile homes left on any Lot which may fall into total disrepair or create a safety hazard may be repaired or removed from the Lot by the Association after written notice to the Owner ninety (90) days in advance of its intention to do same if the owner does not restore the mobile home to a safe and attractive condition.

In the event of default on the part of the Owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate maintenance after such notice, Association, without liability to the Owner or occupant, in trespass or otherwise, may enter upon said Lot and cut weeds and grass, and remove or cause to be removed such garbage, trash and rubbish, perform external repairs to mobile homes, or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful, safe and sanitary condition, and may charge the Owner of such lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the said lot and improvements in favor of the Association, but such lien shall be inferior to any first mortgage. Any foreclosure of a superior lien, deed of trust or other security instrument, or other court proceedings shall not cut off and extinguish the vendor's lien securing said charges which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any lot from the vendor's lien securing said charge thereafter becoming due and payable, nor shall the personal obligation of the homeowner foreclosed be extinguished by any foreclosure.

Section 14. Lot Drainage. Each owner of a lot agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. Drainage structures under driveways shall have an opening area of sufficient size to permit the free flow of water without backwater.

Section 15. Use of Common Areas. The Board of Directors shall establish guidelines for use of and conduct on common areas such as the boat ramp, and guidelines may be changed by the Board from time to time as the need arises.

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building, mobile home, fence, wall, or other structure shall be commenced, erected, placed, altered or maintained on any lot until the construction plans and specifications and the plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and ground elevation, and as to compliance with minimum construction standards of Palmetto Point Architectural Control Committee. A copy of the plans and specifications shall be submitted to the Architectural Control Committee or its representative, prior to commencement of construction. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after acceptable plans are submitted, approval will not be required and the requirements of this section will be fully complied with.



I hereby certify  
Charlene Vann  
COUNTY CLERK  
SAN JACINTO COUNTY, TEXAS  
Date: 11-20-17  
By: *Sheba D. Williams*  
DEPUTY CLERK

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Section 2. Powers of the Committee. The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location and height and extent of fences, the orientation of structures with respect to streets and structures on adjacent property, and acceptable exterior materials and finishes that may be utilized in construction or repair. The Committee shall have full power and authority to reject any plans and specification that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the subdivision. The Committee shall have the right at its discretion to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the subdivision. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restriction to which the variance is granted, listing conditions imposed upon the variance and the specific reasons for granting the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 3. No Liability. The Association and the Architectural Control Committee, as well as their agents, employees and architects, shall not be liable to any other party for any loss, claim, or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance.

#### ARTICLE VII.

#### GENERAL PROVISIONS.

Section 1. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation by injunction. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reasons of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by the Association or by the Owner of any Lot. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

Section 2. Entry and Emergency Powers. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish needed repair, maintenance and restoration, the Association shall have the right, through its agents and employees, to enter any residence located upon any Lot. The Association may render a statement of charge to the Owner of such Lot for the cost of such work. The Owner and occupant agree by the purchase or occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas shall become a part of the assessment payable by said Owner and payment thereof shall be secured by the lien herein retained. The Association, its agents and employees, shall not be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of exterior maintenance and other work authorized.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns until January 1, 1993, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than ninety (90) percent of the Lot Owners.



A TRUE COPY

I hereby certify  
Charlene Vann  
COUNTY CLERK

SAN JACINTO COUNTY, TEXAS

Date: 11-22-97

By: Sherry Williams  
DEPUTY CLERK

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VOL 8 PAGE 649

Section 4. Annexation. Additional residential property and common area outside of Palmetto Point may be annexed to the Properties covered by the Association and subject to the jurisdiction and benefit of the Association with the consent of two-thirds (2/3) of the eligible voters of the Association.

Section 5. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 6. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning or effect to this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied in inference.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 8. Merger and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have two-thirds (2/3) of the voting membership.

EXECUTED this the 5 day of May, 1985.

PALMETTO POINT PROPERTY OWNERS ASSOCIATION

R. E. Thompson  
H. J. Brown Sr  
J. E. West  
Mary Stowell  
W. J. Stewart  
J. Bunker

2897 3 YAM  
THE STATE OF TEXAS  
COUNTY OF ~~WARRANTS~~ SAN JACINTO

BEFORE ME, the undersigned authority, on this day personally appeared the above, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Palmetto Point Property Owners Association.

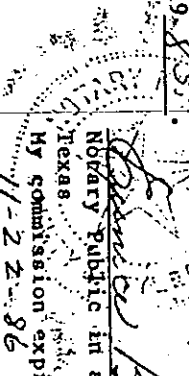
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5 day of May, 1985.

AT TRUE COPY

I hereby certify  
Charlene Vann  
COUNTY CLERK

SAN JACINTO COUNTY, TEXAS  
Date: 11-20-97

By Sheddy Collins  
DEPUTY CLERK



Charles Beharman  
Notary Public in and for ~~Harris~~ San Jacinto County  
Texas

My commission expires 11-22-86