

**2025 RESTATED AND AMENDED HOLIDAY SHORES**  
**RESTRICTIONS AND BYLAWS**  
**SUBDIVISION NO. 2-HOLIDAY HARBOR SECTION NOS. 7, 8, 9**

THE STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS  
 COUNTY OF SAN JACINTO           §

WHEREAS a majority of the Owners of HOLIDAY SHORES SUBDIVISION TWO HOLIDAY HARBOR SECTIONS SEVEN, EIGHT AND NINE adopted amended and restated restrictions known as "2018 Restated and Amended Holiday Shores Restrictions Subdivision No. 2 - Holiday Harbor Section Nos. 7, 8, 9", which are recorded under San Jacinto County Clerk's File No. 20190213 in the Official Public Records of San Jacinto County, Texas ("**2018 Amended Restrictions**"); and

WHEREAS pursuant to the amendment procedure set forth in the 2018 Amended Restrictions, a majority of the Members of the Stephen Hills Property Owners Association, Inc. a/k/a the Owners of Sections 7, 8 and 9 of Holiday Shores Subdivision No. 2, amended the 2018 Amended Restrictions on April 23, 2022 by approving and recording new restrictions titled "2022 Restated and Amended Holiday Shores Restrictions with Bylaws, recorded on April 25, 2022 under Clerk's File Number 20222905 of the Official Public Records of San Jacinto County, Texas ("2022 Amended Restrictions"); and

WHEREAS the Property Owners of Holiday Shores, Subdivision Two, Holiday Harbor Sections Seven, Eight and Nine (the "Owners" or "Members") according to the maps or plats thereof recorded in Volume 44, Page 731 of the Plat Records of San Jacinto County, Texas, to which map or plat and its records thereof referenced is made for full and particular description of said real property (**collectively "Holiday Harbor" or the "Subdivision"**) do hereby **terminate** Stephens Hills Property Owners Association, Inc. as their homeowners association by a vote of at least a majority of all Property Owners in Holiday Harbor; and

WHEREAS the Property Owners of HOLIDAY SHORES SUBDIVISION TWO HOLIDAY HARBOR SECTIONS 7, 8 and 9 do hereby designate the Holiday Harbor Community Association, Inc. a Texas Corporation (**hereinafter referred to as "HHCA" or the "Association"**), chartered on February 28, 2022 under Texas Secretary of State File number 804478063, as their managing and representative Property Owners association.

NOW, THEREFORE , the Members of Holiday Harbor Community Association, Inc. a/k/a the Owners of Section 7, 8 and 9 of Holiday Shores Subdivision No. 2, at a regular meeting of Members/Owners held on **April 26, 2025**, at which a quorum was present, and by a majority vote of the Members of Holiday Harbor Community Association, Inc. ("**The 2025 Amended Restrictions and Bylaws Exhibit A**") hereby restate, adopt and file the following declarations regarding the use, improvement, maintenance and governance of the Lots and common area in Holiday Shores Subdivision Two, Holiday Harbor Sections Seven, Eight and Nine, as follows:

**ARTICLE I**  
**ARCHITECTURAL CONTROL**

**1.00** All Lots in HOLIDAY SHORES SUBDIVISION TWO HOLIDAY HARBOR SECTIONS SEVEN, EIGHT and NINE shall be known and designated as "residential Lots" and shall be used for single family residential purposes only; except Reserve Areas 900-A, 900-B, 900-D and existing breakwater areas that was retained by the developer and assigned to individuals with full and complete authority and control of all said reserve areas. In no event shall any residential Lot be used for any business purposes. 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 and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the residential Lot and the residence thereon for any period of time less than 180 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. Rental or lease of the residential Lot and/or residence shall not relieve the Property Owner from compliance with these Deed Restrictions.

**1.01** No structure, including building, fencing or detached garage (detached garages will not be approved until a residence is being constructed) shall be erected, placed or altered on any Lot, property or area in this Subdivision until the building plans, specifications and plot plans showing the location and size of such building have been approved, in writing, as to conformity and harmony of external and structural design and quality, and in conformity with the reservations, protective covenants, limitations, conditions and restrictions as hereinafter set out, and a building application has been approved by an Architectural Control Committee (**the "Committee"**), designated by HHCA, its successors or assigns. No Member of the Board of Directors of the HHCA shall serve simultaneously on the Committee. The Committee shall be comprised of three (3) members appointed by the Board of Directors of the Association to protect the Owners of loss 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 ensure 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. Additionally, no pre-manufactured homes shall be permitted, including, but not limited to: house trailers, mobile homes, modular homes, or any derivative thereof, as defined by the Board of Directors of HHCA. However, site built homes may be relocated to this subdivision, provided the home is determined to comply with all of the requirements outlined in this paragraph and paragraph 1.06. There are no metal buildings, metal garages, or metal carports allowed. No additions or changes shall be erected without prior Committee approval and accepted by Board of Directors.

**1.02** In the event the Committee fails to approve, or disapprove, such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person, or by registered letter, to the person submitting said plans and specifications addressed to the applicant's last known address, and which said notice will set forth, in detail, the elements disapproved and the reasons therefore. Such notice need not, however, contain any suggestions as to the methods of curing the matter and things disapproved. The decision of the Committee may be appealed to the Board of Directors of the HHCA pursuant to the Texas Property Code, and the HHCA Board decision shall in all things be final.

**1.03** Each residence, once commenced, must be "dried in" within six (6) months from the date of commencement thereof. The term "dried in" means that the exterior must have the appearance, from the outside, of being a completed house, including all necessary doors, windows, roof, paint and trim. If any such residence is not dried in within six (6) months after the date of building commencement, the Owner of same hereby gives the Committee, its representative, or agent, the right and authority to enter upon the property upon which such structure is situated and to disassemble said structure and store the building materials on the premise or elsewhere at the discretion of the Committee. The Owner or occupant of any such Lot agrees, by purchase or occupancy thereof, that the Committee shall not be liable, in trespass or otherwise, in entering said Lot and disassembling any such structure. The Owner or occupant further agrees to pay any and all cost incurred in enforcing this clause.

**1.04** No building or other structures, including fences, shall be located nearer to the street than the building setback lines as set forth herein. The building setback lines on all residential Lots shall be at least twenty (20') feet back from the edge of the street in all cases except corner Lots and Lots 906 through 912, inclusive. In the case of corner residential Lots, the twenty (20') foot setback line shall be on the side of the Lot fronting on the street. In the case of the side of the Lot abutting the street, the minimum setback shall be ten (10') feet. In the case of Lots 906 through 912, the minimum setback line from the edge of the street shall be five (5') feet. Corner residential Lots shall be deemed to front on the street side having the least frontage. With the exception of waterfront Lot lines abutting the Trinity River Authority ("TRA") fee taking line of Lake Livingston, no building shall be located nearer than five (5') feet to any interior Lot line, except in the event one building is constructed on more than one Lot, the combined areas shall be considered as one Lot for the purposes of determining the interior setback line only and in no case does this clause merge two Lots into one for the purposes of any annual maintenance fee. Waterfront Lots may build up to fee taking line and fifteen (15') feet beyond said Lot line extending into Lake Livingston, subject to proper permits from the TRA or other governing authority and subject to covenants hereinafter stipulated. In any determination of this clause, the building line shall include open porches and garages or any other abutting structures to the

principle residence. **Variations from these requirements as to building location may be granted by the HHCA Board of Directors, its successors or assigns, upon the recommendation of the Committee and upon such variations being approved/ratified by all adjoining Property Owners. The first (10') foot from the edge of the street is for utilities easement.**

**1.05** No portable building, storage building , other out-building or structure shall be constructed or moved onto this subdivision prior to construction or commencement of construction of residence with the following exception. Storage buildings may be allowed, subject to all of the requirements specified in paragraphs 1.01 and 1.04, as well as a maximum size limitation of 150 square feet and must have Committee approval. No garage or other out-building shall be used as a temporary or permanent residence in this subdivision. No Lot Owner shall allow any occupied or unoccupied recreational vehicle, camper, house trailer, tent or tent trailer to remain on any unimproved Lot or combination of Lots governed by HHCA ("unimproved Lot" means a Lot without a house constructed or being constructed on the Lot) for a period exceeding two (2) weeks and a period of at least twelve (12) days must have elapsed in between any two week period. No Lot Owner shall allow any person to live in any recreational vehicle, camper, house trailer, tent or tent trailer stored on an improved Lot. Any waste water or gray water must be disposed of as per TRA requirements.

**1.06** The floor area of all residences, exclusive of open porches and garages, shall be at least 1,200 sq. feet and all main buildings outside veneer shall be constructed of at least twenty-five (25%) percent masonry type construction; hardieplank will be considered as an acceptable substitute.

**1.07** The design, materials, and workmanship in all buildings shall be in conformity with common use by architects and builders of quality homes, and no building or structure shall be occupied or used until the exterior thereof is completely finished.

**1.08** No temporary dwellings shall be permitted. (a) Subject to the remaining provisions of this paragraph, 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. (b) Temporary camping equipment cannot be left on a Lot unattended for more than twenty-four (24) consecutive hours.

**1.09** No outside toilet or privy shall be erected or maintained on any Lot hereunder except portable rentals during construction. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction.

**1.10** Wherever a residence is established on any Lot, it shall be provided with an inside toilet and said toilet, together with any dishwashers and plumbing fixtures, shall be connected

immediately to the central sewage system in the Subdivision. The central sewage System has been installed by permit of the Texas Natural Resource Conservation Commission ("TNRCC"). Connection fee and maintenance of any equipment located on Property Owner's Lot necessary for connection into the central sewage system shall be borne exclusively by the Property Owner. Connection, standby and user fees of an undetermined amount for the sewage system will be assessed by the owner/operator of such system under the permission of the TNRCC or other Texas regulatory agencies. Construction permit or application must be obtained from HHCA or the Committee before any construction may begin on all waterfront and non-waterfront Lots. Building permits are required by San Jacinto County.

**1.11** Central Air & Heating units and Mini-Splits are allowed but no window or wall type air-conditioning unit(s) shall be permitted to be used, erected, placed or maintained on any residential structure subject to these restrictions.

**1.12** In no event shall any building, boathouse, porch, deck, boat lift, pier, eave, step or any other structure project or protrude from any residential Lot further than fifteen (15') feet beyond the fee taking line of the Lake Livingston Reservoir and shall comply with the TRA regulations for same. Any Owner may construct a recessed boat slip upon his Lot provided it is constructed in accordance with these restrictions and all proper permits are obtained from the proper authorities. For clarification purposes, upon Lots 877, 878, 879, 880, 881, 882, 883, 884 and 885 only, the bulkhead waterline shall be construed to be the same as the said fee taking line. No pier, boat lift, ramp, porch, deck, boat slip or any structure shall be permitted to protrude or project beyond the fee taking line on Lots 891, 896, 897, 931, 932, and 933, nor from that area abutting the fee taking line of Lot 898 within twenty-five (25') feet of the boundary line of Lot 897, nor from that area of Lot 895 abutting the fee taking line of 898 within twenty-five (25') feet of the boundary line of Lot 896, nor from the area of the fee taking line of Lots 890 and 893 within twenty-five (25') of the boundary line of Lot 891, nor from an area abutting the fee taking line of Lot 930 within twenty-five (25') feet of the boundary line of Lot 931. Lots 891, 896, 897, 931, 932, and 933 specifically are required to install and use recessed boat slips to accommodate at least one boat per Lot. Any Owner may construct a boat shed over any recessed slip so long as all necessary permits from the proper authorities are obtained. In harbor areas other than canals, tight areas, and lots listed above, front access boat houses can extrude 28 feet beyond fee taking line. All structures beyond fee taking line must be permitted by TRA.

**1.13** Each Owner shall maintain and keep in good repair his or her Dwelling and all structures comprising the home site. No permit or approval is needed for repairs with like materials or paint as long as it does not change the size or the appearance of the structure. Changes, new or additions to structures, and paint colors that are not common to colors used throughout the neighborhood require approval from the Committee.

**1.14** Culverts must be used for driveways and walks. The drainage structures under private driveways shall have a net drainage opening of sufficient size to permit free flow of water without back water and the size is to be determined by the Commissioner at the County Precinct. Exceptions to this

restriction can be granted upon written petition and approval by the Board of Directors. Before installation, permission must be obtained, in writing, as to size and location from the Committee or County Commissioner. Driveways must not be placed directly across the street from another driveway if there is a downward slope thereby bypassing ditches.

## **ARTICLE 2**

### **USE RESTRICTIONS**

**2.00** Lots are to be purchased subject to easements as established, at any time, by grant or agreement between HHCA, its successors or assigns, and the utility companies furnishing electricity, telephone, water, gas or sewage and all utilities shall have the right, without fear of damages, when it has permission from HHCA, its successors or assigns, to enter upon said Lots and cut any trees or do what work it deems necessary to install and maintain such utilities. A twenty (20') foot wide common access right-of-way easement is hereby established from the Marina Court cul-de-sac road right-of-way to Lots 887, 888, 889, 890 and 891 to provide an unobstructed common access right-of-way to said Lots from the public road. In addition thereto, all waterfront Lots shall be subject to flood easements established or to be established and granted to TRA or other authority controlling Lake Livingston. Floor level of all buildings erected upon TRA easement areas must be above one hundred thirty-seven (137') feet elevation above sea level or otherwise permitted by said TRA. HHCA shall not be held responsible or accountable for lake area depths providing water access to purchaser's Lot.

**2.01** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

**2.02** No animals, livestock or poultry of any kind shall be raised, bred or kept by a Property Owner, except that dogs and cats (not to exceed two of any category) may be kept provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Property Owner regardless of the number of Lots owned.

**2.03** The Owners of all Lots in this subdivision shall, at all times, keep all weeds and grass thereon cut (18" average with a maximum of 24") in a sanitary, healthful and attractive manner. 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 (except during construction of a building). All Lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses. Refrigerators and other large appliances shall not be placed outdoors. 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. Each Lot Owner shall be responsible for disposing of all their trash, garbage and rubbish. In the event of default on the part of the Owner of any Lot in this subdivision in observing any of the

above requirements, HHCA, its successors or assigns, may, without liability to the Owner, in trespass or otherwise, enter upon said Lot, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may bill the Owner of same for the cost of such work. Prior to such entry and correction of the restriction violation, the Owners shall be given thirty (30) day 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 Owner and HHCA, HHCA 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 HHCA shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction. The Owner agrees by the purchase or occupancy of any Lot in this subdivision to pay such invoice immediately upon receipt thereof and further agrees that HHCA, its successors or assigns, shall be entitled, but not limited, to enforce its rights to collect said sums, attorney's fees and costs incurred in the collection of said sums by non-judicial foreclosure. This covenant shall constitute a request and authorization, by each Lot Owner, for HHCA, its successors or assigns, to furnish labor and/or materials hereunder. Rubbish of any kind deposited into the waters of Lake Livingston in a flagrant manner is a violation of Section 10 A (1-4) of Texas River Authority (TRA) Ordinance O-20AAAA.

**2.04** No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential Lot without the consent, in writing, of HHCA, its successors or assigns. HHCA, its successors or assigns, shall have the right to remove any such sign, billboard, advertisement, or structure which is placed on any residential Lot without such consent, and in so doing, shall not be liable and is expressly released from any liability or trespass or other sort in connection therewith or arising from such removal. This does not apply to "For Sale" signs. However, there is a restriction of no more than two (2) signs per Lot. Signs are to be no larger than three (3') feet by three (3') feet.

**2.05** On all residential Lots, no boats, boat trailers, or boat rigging shall ever be parked or placed nearer to the street than the twenty (20') foot building setback lines for a period of time exceeding seventy-two hours. The parking of motor vehicles on road shoulders for a period of longer than seventy-two hours is prohibited.

**2.06** Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or Lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at any time.

**2.07** On all residential Lots, no used appliances, inoperable motor vehicles (including tractors, backhoes and other industrial vehicles), inoperable recreational vehicles, inoperable motorcycles, inoperable off-road vehicles and inoperable boats shall be stored, parked, or placed on any Lot. "Inoperable" shall be defined as any boat or vehicle which does not have

a current valid license tag and state inspection sticker affixed thereon where required by state law. This clause is not to be interpreted as restricting any Lot Owner from storing such used appliances, inoperable motor vehicles, inoperable recreational vehicles, inoperable motorcycles or other inoperable off-road vehicles or inoperable boats from being stored, parked or placed in the Lot Owner's garage. Variations from these requirements, as to storage of inoperable motor vehicles or inoperable boats, may be granted by HHCA, its successors or assigns, upon petition and approval of HHCA's Board of Directors and upon such variations being ratified, in writing, by all abutting Property Owners.

### **ARTICLE3**

#### **MAINTENANCE FEE**

**3.00** Each Lot in the subdivision shall be subject to an annual maintenance fee ("Regular Assessment" or "Maintenance Fee"), due and payable annually each January 1st of each year to HHCA, its successor or assign. The initial annual maintenance fee shall be \$175.00 for each Lot owned in the Subdivision. The amount of the maintenance fee following the first year will be determined by the Board and presented to the membership, if there is a change from previous year, at a Regular or Special meeting of the membership and must be approved by fifty-five (55%) of the Property Owners, by accepted Methods of Voting, with each Voting Member is entitled to one (1) vote for each Lot owned in the Subdivision.

**3.01** Notice of at least 30 days shall be given to all Lot Owners of said annual or special meeting and of the proposed annual maintenance fee to be determined for the next fiscal year.

**3.02** In the event the proposed maintenance fee fails to obtain the necessary votes at the annual or special meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set.

**3.03** The maintenance fee shall be used for the purpose of building, maintaining and operating the parks, Association Common Property, docks, recreational areas, and disposing of garbage, rubbish, or doing any other thing necessary or desirable to keep the property neat, clean, and in good order, as deemed necessary in the opinion of HHCA, its successors or assigns. Save and except the Boat Ramp as described in Article 6 below.

**3.04** Each Lot Owner, for each Lot owned, hereby covenants, and each Lot Owner 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 HHCA, its successors and assigns, the annual maintenance fee for each Lot owned by the owner in the Subdivision.

**3.05** The annual maintenance fee, together with interest, costs, and reasonable attorney's fees (said interest, costs and attorney's fees shall be deemed as a special fee), shall be a charge on the land and shall be a continuing lien upon the property against which such fee is made in favor of HHCA. Each such fee, together with interest, costs and attorney's fees,

shall also be the personal obligation of the person who was the Owner of such property at the time the fee fell due. The Owner further agrees, by the purchase of any Lot in this subdivision, that HHCA, its successors or assigns, shall be entitled, but not limited, to enforce its rights to collect said sums, attorney's fees and costs incurred in the collection of said sums by non-judicial and judicial foreclosure. Interest on any such delinquent fee and accompanying late fees shall accrue at the rate of eighteen (18%) percent per annum.

**3.06** In addition to the Annual Maintenance Fee described above in these Deed Restrictions, each Owner of Lots purchased in the Subdivision shall be subject to a "**Special Assessment**" for projects, repairs, and renovations in such amount not to exceed \$120.00 dollars per year regardless of the number of Lots owned in the subdivision, but must be approved by 60% of the owners, with each Subdivision family owning at least one Lot getting one vote on the special assessment regardless of the number of Lots owned in the Subdivision. Notice of a vote for the Special Assessment must be given to all Owners at least thirty (30) days in advance of such vote. The notice must include the specific purpose of the Special Assessment and when the Special Assessment is due if it is approved. Should the special assessment be approved by sixty percent (60%) of all the Owners with the being limited to one vote regardless of the number of Lots owned in the Subdivision, then the Special Assessment shall become due and owing on the date noticed. The proceeds from such special assessment shall be ear-marked for the specific purpose set forth in the notice of such election. The Special Assessment shall be secured by the assessment lien described above in this Article 3, the same lien as provided for by restrictions for the Annual Maintenance Fee. The failure to pay any said Special Assessment shall be a breach of these restrictions and the Association may bring a lawsuit to judicially foreclosure the lien against the defaulting Owner's Lot in the subdivision. The lien runs 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.

#### **ARTICLE 4**

#### **ENFORCEMENT AND GENERAL PROVISIONS**

**4.00** If any owner of a Lot in the subdivision shall either violate or attempt to violate or intend to violate any restriction or provision in these restrictions it shall be lawful for San Jacinto County, HHCA and/or any person or entity possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity to (1) prevent such violation, (2) recover damages or fines 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.

**4.01** HHCA has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.

**4.02** Neither the Committee, nor the members of said Committee, nor the HHCA, nor its Board of Directors, 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.

**4.03** HHCA, a legal Texas non-profit corporation, and a Property Owners association as defined by Chapters 202 and 209 of the Texas Property Code, is governed by its Board of Directors. Each Voting Member in the Subdivision is eligible to vote one (1) vote regardless of the number of Lots owned in the Subdivision, save and except the approval for change in Maintenance fee. Voting on Maintenance fee changes, each Voting Member is entitled to (1) one vote for each Lot owned in the Subdivision. Voting in person, proxy, absentee ballot or electronic ballot or electronic mail pursuant to the Texas Property Code 209.00592, is permitted.

**4.04** The members of Holiday Harbor Community Association shall have the right at any time to amend these deed restrictions by fifty-five (55%) vote of the Members/Owners in the Subdivision with each Member/Owner having one vote regardless of the number of Lots owned in the subdivision. For the purpose of this paragraph, it is presumed that the Property Owner, as reflected by the Deed Records of San Jacinto County, Texas, has full ownership of the property. An amendment to these Deed Restrictions shall become effective upon such amendment being filed for record in the office of the County Clerk of San Jacinto County, Texas.

**4.05** All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon all Property Owners and their successors, heirs and assigns. Violation of any of these restrictions or covenants by one or more Lot Owners shall not be a waiver of the restrictions as to any other Lot Owners. All owners are to abide by these restrictions. Invalidity of any one of the covenants or restrictions by a judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants are to run with the land and shall be binding on all owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenant shall be extended automatically for successive five (5) year periods unless aforementioned steps are taken to amend them.

**4.06** Enforcement shall be by proceedings at law or in equity, either to restrain such violation or the intended violation or to recover damages against any person(s) violating or intending to violate any covenant or restriction contained herein. The person(s) found in

violation of the covenants and restrictions contained herein agree to pay all attorney's fees, court costs, interest and any other sums reasonably incurred in enforcing compliance. Such enforcement may be initiated by HHCA or any Owner of any Lot in said subdivision.

**4.07** 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.

**4.08** 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.

## **ARTICLE 5**

### **HOLIDAY HARBOR COMMUNITY ASSOCIATION, INC.**

**5.01** Every Property Owner in Holiday Shores Subdivision No.2, Holiday Harbor, Section Nos. 7, 8, and 9, shall be a member of the Holiday Harbor Community Association, Inc., (the "Association") as part of their ownership of a Lot in the subdivision. 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. Any lawsuit to enforce the restrictions shall 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.

**5.02** A copy of the initial Bylaws of HHCA is attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes, and is hereby approved by the Members/Owners of HHCA.

**5.03** HHCA shall own and control certain real property which shall be known as the Association's Common Property, save and except the property described as the Boat Ramp below.

## **ARTICLE 6**

### **HOLIDAY HARBOR BOAT RAMP**

**6.01** The Real Property owned or to be owned by the Association known as the "Boat Ramp" Is described as follows:

Being Lots Nine Hundred-D (900-D) and Nine Hundred-D2 (900-D2) in HOLIDAY HARBOR SECTION SEVEN (7) OF HOLIDAY SHORES SUBDIVISION TWO (2), a subdivision in San Jacinto County, Texas, as shown by the map or plat thereof recorded

in Volume 44, Page 731 of the Official Public Records of San Jacinto County, Texas, and as shown by the replat of Reserve 900-D recorded under Clerk's File No. 05-3424, Page 14737 of the Official Public Records of San Jacinto County, Texas ("Boat Ramp").

**6.02** The Boat Ramp will be owned by the Association but its use will be restricted to only those owners (and for family & guests) who pay an annual usage fee to the Association. Member's guest cannot include any non-paying HHCA member, Local or SHPOA guests.

**6.03** The initial usage fee will be \$150.00 for the first year, and when the Board of Directors of the Association will set the usage fee for all future years.

**6.04** The usage fee will be deposited into a separate Association account to be used for Boat Ramp expenses only. No other Association funds will be used to pay for Boat Ramp expenses except through the usage fee.

**6.05** The Association has the duty to the following:

- A. To provide and continue to provide liability insurance to cover the Boat Ramp in coverage amounts to be determined by the Association's Board of Directors, and
- B. To keep the Boat Ramp operational, maintained and in generally good condition; and
- C. To allow the Boat Ramp to be used by Association members who pay an annual usage fee to the Association (separate from the annual assessment). Such usage fee will be deposited into a separate Association account to be used exclusively for costs and expenses of the Boat Ramp as determined by the Board of Directors of the Association.

**6.06** The prior owners of the Boat Ramp listed below are authorized to enforce the duties listed in 6.05 above (after their conveyance of the Boat Ramp to the Association) through legal action (if necessary) in accordance with Texas law.

**6.07** The prior owners of the Boat Ramp are as follows:

1. Billy Hodges	11. Fred Gundermann
2. Dennis Gay	12. Darrell Doyle
3. Stephen Manning	13. David Franklin
4. Dennis Foyt	14. Kurt Hickey
5. David Cook	15. James (Casey) Teague
6. Roger Bussell	16. Richard Ward and Katheryn McGuigan
7. Marilyn Phillips	17. Michael Gardner
8. Paul (Skip) Rabuse	18. Patricia McNair
9. Charles Borland	19. Tom Zalewski
10. Larry Milberger	20. David Terry