

**HARBOR OAKS
ARCHITECTURAL CONTROL**

**SOURCE DOCUMENT
(Adopted 5/30/97)**

IMAGE NO.

270843

213491

FILE NO.
County Clerk, Aransas County, Texas

STATE OF TEXAS

COUNTY OF ARANSAS

KNOW ALL MEN BY THESE PRESENTS:

NO. 1

ALL RESTRICTIONS TO THE HARBOR OAKS PROJECT

A. WHEREAS, in Part III. ARCHITECTURAL CONTROL, paragraph 6, it is provided:

"The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions."

B. WHEREAS, the identical provision as stated in paragraph A above appears of record as follows:

1. Protective Restrictions and Covenants and Landowners' Agreement Harbor Oaks, Unit 1, Volume 150, Page 321, at page 323, Deed Records, Aransas County, Texas.
2. Protective Restrictions and Covenants and Landowners' Agreement Harbor Oaks, Unit 2, Volume 187, Page 293, at page 296, Deed Records, Aransas County, Texas.
3. Protective Restrictions and Covenants and Landowners' Agreement Harbor Oaks, Unit 4, Volume 213, Page 262, at page 265, Deed Records, Aransas County, Texas (for Unit 4, Blocks 1-2).
4. Protective Restrictions and Covenants and Landowners' Agreement Harbor Oaks, Unit 5, Volume 234, Page 33, at page 36, Deed Records, Aransas County, Texas.
5. Protective Restrictions and Covenants and Landowners' Agreement Harbor Oaks, Unit 6, Volume 230, Page 333, at page 337, Deed Records, Aransas County, Texas.

C. WHEREAS, in Part III. ARCHITECTURAL CONTROL, paragraph 6, it is provided:

"Decisions of the Committee are subject to the provisions of Section III, of the Protective Restrictions and Covenants and Landowners Agreement, Harbor Oaks, Unit One (1) as recorded in Volume 150, Page 321 et seq. of the Deed Records of Aransas County, Texas, and final approval of the Committee therein named is mandatory."

D. WHEREAS, the identical provision as stated in paragraph C above appears of record as follows:

1. Protective Restrictions and Covenants and Landowners' Agreement Harbor Oaks, Unit 4, Sandjiper Hollow, Volume 241, Page 155, at page 158, Deed Records, Aransas County, Texas (Unit 4, Block 3).

2. Protective Restrictions and Covenants and Landowners' Agreement Harbor Oaks, Unit 7, Shorewood Estates, Volume 231, Page 263, at page 266, Deed Records, Aransas County, Texas.
- E. WHEREAS, by Affidavit dated September 1, 1982, as shown of record in Volume 296, Page 333, Deed Records, Aransas County, Texas, J. E. McCord, as President of Canoe Lake Corp., did announce and file for record the following:

"Each of the foregoing subdivisions, by virtue of their respective restrictions are subject to identical provisions regarding what is called the architectural control committee, hereinafter called "the committee." At a regular meeting of the Board of Directors for Canoe Lake Corp., it was reported that all lots in all of the subdivisions had been sold, and that therefore the developer requested the architectural control committee for each subdivision to designate a representative to act for the architectural control committee for each such subdivision. Thereafter, the architectural control committee for each said subdivision met, and designated as a representative to act for each subdivision, the entity known as Harbor Oaks Property Owners Association, Inc. Therefore the duly designated representative for each architectural control committee for Harbor Oaks Units 1, 2, 4, 5 and 6 is Harbor Oaks Property Owners Association, Inc. The address for such association is Post Office Box 144, Rockport, Texas 78382, and the designated agent for service of process is Calvin Scholz, whose address is 2006 Canoe, Rockport, Texas 78382."

- F. WHEREAS, Harbor Oaks Property Owners' Association, Inc. is the duly designated representative for each architectural control committee for Harbor Oaks Units 1, 2, 4 (Blocks 1-2), 5 and 6 by virtue of the Affidavit recited in paragraph E above and is the duly designated representative for each architectural control committee for Harbor Oaks Units 4 (Block 3) and 7 by virtue of the provisions in Part III, paragraph 6, recited in paragraph D above as combined with said Affidavit recited in paragraph E above.
- G. WHEREAS, by virtue of the above and foregoing provisions in the Deed Records of Aransas County, Texas, Harbor Oaks Property Owners' Association, Inc. has for all Units in the Harbor Oaks Project the authority to make final decisions in interpreting the general intent, effect and purpose of these Restrictions.

NOW, THEREFORE, Harbor Oaks Property Owners' Association, Inc., acting herein by and through its Board of Directors and under the signature of its President, does here and now make these final decisions in interpreting the general intent, effect and purpose of these Restrictions:

1. The Restrictions in the Harbor Oaks Project (all Units) were established, adopted and imposed upon each of the lots, as expressly set forth under Part I. SCOPE OF RESTRICTIONS for each Unit in the Harbor Oaks Project.

2. The definition of a "lot" under Part II. DEFINITIONS, paragraph 4, which recites:

"A 'lot' as used herein, shall be interpreted to mean a residential building site having an area of not less than six thousand (6,000) square feet."

shall be interpreted to mean the gross area or square footage inside the outermost boundary lines of the property and shall not be interpreted as meaning the net building area remaining inside the building line set-backs as may affect said lot.

3. Harbor Oaks Property Owners' Association, Inc. has all those powers, rights and privileges recited under Chapter 202. CONSTRUCTION AND ENFORCEMENT OF RESTRICTIVE COVENANTS, V.T.C.A., Property Code Secs. 202.001 et seq., a copy of which is attached hereto as Exhibit A, incorporated herein and made reference to for all purposes.

4. Harbor Oaks Property Owners' Association, Inc. has all those powers, rights and privileges recited under Chapter 204. RESTRICTIVE COVENANTS APPLICABLE TO CERTAIN SUBDIVISIONS, V.T.C.A., Property Code Sec. 204.001 et seq., and in particular Sec. 204.011 Powers of Property Owners' Association, a copy of which is attached hereto as Exhibit B, incorporated herein and made reference to for all purposes, regardless of the restricted application recited in Sec. 204.002 thereof.

5. Harbor Oaks Property Owners' Association, Inc. has the right but not the duty to exercise Part III. ARCHITECTURAL CONTROL matters, and shall not be liable if it fails or refuses to do so.

6. Harbor Oaks Property Owners' Association, Inc. is a successor to the "Trustee" mentioned under Part IX. ENFORCEMENT of the Restrictions, wherein it is provided:

"Developer, or the owners of any lot in this addition, or Trustee, its successors and assigns, shall have the right to enforce observance or performance of the provisions of this instrument."

7. Harbor Oaks Property Owners' Association, Inc. has the full authority to use moneys in the Maintenance Fund under Part VI. LANDOWNERS' AGREEMENT for purposes of Part IX. ENFORCEMENT, as the right to enforce deed restrictions without the funds to accomplish the same would render the restrictions recited in paragraph 6 above meaningless; provided however, Harbor Oaks Property Owners' Association, Inc. in the expenditure of said funds shall as a successor Trustee be guided as set out in the restrictions, to-wit:

"PART VI. LANDOWNERS' AGREEMENT

* * * * *

"4. ...It is agreed and understood that the judgment of the Trustee, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest. Trustee shall receive no compensation for acting as custodian and administrator of said Maintenance Fund but shall be reimbursed for expenses paid."

8. Harbor Oaks Property Owners' Association, Inc. is a suitable entity as described in the restrictions in Part VI. LANDOWNERS' AGREEMENT, paragraph 7, which provides:

"7. Trustee shall have, and it is hereby granted, the full right, power and authority to convey all of its right, title and interests in and to the common areas and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms of this Part VI to: (a) a non-profit corporation, or other organization, formed for the purpose of maintaining the common areas in any portion of the Harbor Oaks Project; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, Aransas County or a public district having such powers."

and by virtue of the Articles of Incorporation of Harbor Oaks Property Owners' Association, Inc., which provide:

"ARTICLE FOUR

The exclusive purpose for which the corporation is organized is to promote the public interest in HARBOR OAKS SUBDIVISION, and all Sections of said Subdivision adjacent to the City of Rockport in Aransas County, Texas, as shown by map or plat thereof recorded in Volume 3, page 39 of the Plat Records of Aransas County, Texas, including, but not limited to, the enforcement of the Dedications and Restrictions governing said Subdivision, as recorded in the office of the County Clerk of Aransas County, Texas, which said covenants and restrictions run with the land therein referred to, and are binding on all corporations and persons claiming any of said property."

and by virtue of its Bylaws, which provide:

"ARTICLE IISection 1: OBJECTIVES

A. Uniform action by members to maintain a high quality subdivision and to monitor the Protective Restrictions and Covenants as outlined in the Landowners'

IMAGE NO.

270847

213491

FILE NO. _____
County Clerk, Aransas County, Texas

Agreement, Harbor Oaks, Unit 1, which appears of record in Volume 150, pages 321 through 330 and Protective Restrictions and Covenants and Landowners' Agreement, Harbor Oaks, Unit 2, which appears of record in Volume 182, pages 288 through 304, of the Deed Records of Aransas County, Texas, and any other units created or established by Canoe Lake Corporation adjacent to or part of Harbor Oaks. It is the purpose of this Association to be a non-profit organization referred to in paragraph 7, Section VI of said Landowners' Agreement, and to request that all common areas and the Maintenance Fund be transferred to it, and that it assume all the power, rights, liens, responsibilities, duties and authority of Section VI of said Landowners' Agreement, and shall place special attention and emphasis on the following:

* * * * *
"5. Any other projects or problems associated with this subdivision which may arise which this Association could and should give special emphasis and attention."

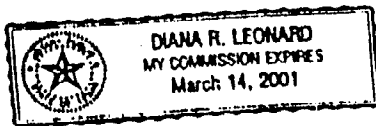
and Harbor Oaks Property Owners' Association, Inc. interprets the restrictions and the generally worded Article II, Section 1, paragraph 5 in the Bylaws as being fully adequate to provide Harbor Oaks Property Owners' Association, Inc. to exercise the right to enforce said restrictions and to use the Maintenance Fund, or a part thereof, for said purposes as a problem with the subdivision which may arise which Harbor Oaks Property Owners' Association, Inc. could and should give special emphasis and attention.

SIGNED this the 20th day of May, 1997.

HARBOR OAKS PROPERTY OWNERS'
ASSOCIATION, INC.

By: *Frank Robin*
Frank Robin, President

This instrument was acknowledged before me on the 20th day of May, 1997, by Frank Robin, President of Harbor Oaks Property Owners' Association, Inc., a Texas corporation, on behalf of said corporation.



Diana R. Leonard
Notary Public, State of Texas