

**BYLAWS**  
**OF THE**  
**ASSOCIATION OF BRAZOS HARBOR OWNERS**

*Revision 2024*

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# BYLAWS

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**Change Record**

<b>Revision Date</b>	<b>Revision Change Summary</b>
2007	<i>By-Laws Amended</i>
2012	<i>2011 Texas POA Reform Laws Incorporated, subcontractor processes added, elimination of annual dues for Board of Directors as voted and approved at 2011 Annual meeting added, minor editing clean-up</i>
2013	<i>By-Laws Amended</i>
2015	<i>Restriction Amendments</i>
2016	<i>Fines Amendments</i>
2018	<i>CCR Amendments</i>
2019	<i>CCR Amendment Definitions</i>
2020	<i>CCR Amendments</i>
2021	<i>“Omnibus” and Amendments By-Laws and CCR’s</i>
2024	<i>2013 – 2024 Amendments incorporated into entire Bylaws &amp; CCRs</i>

## **ARTICLE I Name and Location**

The name of the corporation is the “Association of Brazos Harbor Owners”, hereinafter referred to as the “Association”. The principal office of the Association shall be located at 500 Brazos Harbor Drive, Granbury, Texas, 76048, but meeting of members and directors may be held at such place within the State of Texas, County of Hood, as may be designated by the Board of Directors.

## **ARTICLE II Compliance with State Law**

The ABHO Association is committed to complying with all provisions of federal and state laws applicable to it as a Texas non-profit corporation and a property owners association, as that term is defined in Texas Property Code Section 209.002(7). In the event any provision of the Association’s governing documents (including but not limited to Restrictions, Bylaws or rules) conflict with applicable law, the Association shall follow applicable law.

## **ARTICLE III Definitions (Amended 2013-3a)**

"Association" - Association of Brazos Harbor Owners, a membership association described herein.

“Board of Directors” – shall mean the elected officials of the Association.

“Committees” – shall mean and refer to the Architecture Review Committee established in accordance with the Declaration.

“Declarant” - shall mean and refer to Association of Brazos Harbor Owners (ABHO) and any of the successors or assigns which under the terms or the Declaration succeed to the rights of Declarant thereunder.

“Declaration” – shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Brazos Harbor.

“Lot” – shall mean and refer to any portion of the Properties in the Subdivision, which is deemed to be a Lot under the terms of the Declaration or any Supplemental Declaration. Multiple lots re-platted by the Lot Owner through the City of Granbury Planning department are deemed to be one lot until such time as the lot is separated back to the original lots through the City of Granbury Planning department.

“Member” and/or “Members” – Shall mean and refer to all those Owners who are Members of the Association as provided in the Declaration, all Supplemental Declarations and the Articles of Incorporation of the Association. The Association shall have one class of membership.

“Owner” and “Owners in Subdivision” – shall mean and refer to those persons and entities deemed to be Owners under the terms of the Declaration and all Supplemental Declarations.

“The Properties in the Subdivision” – shall mean and refer to the properties respectively described in and made subject to the Declaration and all Supplemental Declarations.

“Supplemental Declarations” – shall mean and refer to all Supplemental Declarations of Covenants, Conditions, and Restrictions bringing additional property within the plan of the Declaration under the authority provided in the Declaration.

“The Subdivision” – shall mean and refer to Brazos Harbor Subdivision, and all subsequent Sections of Brazos Harbor expressly brought within the plan of Declaration.

## **ARTICLE IV Association Meetings**

### **Section 1 Place of Meetings**

All meetings of members shall be held at the principal office of the Association, or at such other place within Hood County, Texas as may be designated by the Board of Directors or officer or member(s) calling the meeting.

### **Section 2 Annual Meetings**

The annual meeting of the members of the Association shall be held on or about the 1<sup>st</sup> Saturday of October of each year at 10:00 a.m. The Officers of the Association may postpone the time of holding the annual meeting of members for such period not exceeding ninety (90) days as they deem advisable. Failure to hold the annual meeting at the designated time shall not work dissolution of the Association nor impair the powers, rights and duties of the Association’s Officers and Directors. Secret ballots are prohibited.

#### **Section 2.1 Annual Meetings** (Amended 2021-1A) “Omnibus”

(a) If the board of directors of a corporation fails to call the annual meeting of members when required, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by certified or registered mail, return receipt requested, or by other means specified in the corporation’s governing documents.

(b) If a required annual meeting is not called before the 61<sup>st</sup> day after the date of demand, a member of the corporation may compel the holding of the meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting. Each member has a justiciable interest sufficient to enable the member to institute and prosecute the legal proceedings.

(c) Failure to hold a required annual meeting at the designated time does not result in the winding up and termination of the corporation.

**Section 3 Board of Directors Meetings** (Amended 2021-1A) “Omnibus”)

*Board of Director Meetings, including frequency is at the discretion of the Board of Directors. These meetings will be open to all Association Members except in the following instances;*

- a. Personnel matters
- b. Litigation
- c. Contract Negotiations
- d. Enforcement Actions
- e. Confidential Attorney Communications
- f. Matters involving the invasion of Owner’s privacy
- g. Matters involving parties who have requested confidentiality

Decisions made in executive sessions must be summarized orally in general terms, including any expenditure approved, and recorded in the minutes.

Board meeting notices are not required if:

- a. The board meetings by telephone or electronically in any alternate manner whereby all directors may speak and be heard by all other directors or by unanimous written consent on;  
(1) routine or administrative matters, or (2) an action is necessary to address an urgent or emergency situation that requires immediate action.
- b. The right of the ABHO Board to meet and vote without prior notice to the member does not apply to the following matters: (1) fine(s), (2) damage assessments, (3) initiation of enforcement actions (4) increases in assessments, (5) levying special assessments, (6) appeals from denials of architecture control approval, or (7) suspending rights of an owner before the owner has an opportunity to appear before the board (8) lending or borrowing money; (9) the adoption or amendment of a dedicatory instrument;(10) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent; (11) the sale or purchase of real property; (12) the filling of a vacancy on the board; (13) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (14) the election of an officer (15) initiation of foreclosure actions.
- c. Actions taken without prior meeting notice must be summarized orally, including any actual or estimated expenditure approved, and documented in the minutes of the next regular or special noticed meeting.

**Section 4 Special Meetings**

Special meetings of the members may be called at any time by the President. Special meetings of members may also be called by the Secretary upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes to be cast as such a meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat. Secret ballots are prohibited.

### **Section 5 Meeting Notice**

Notice of all Association related meeting will made not less than ten (10) days before the meeting. Notice may be given either by written notice or posted on the Association's bulletin board if one is maintained. Notices whether or written or posted shall state the place, day, and hour of the meeting, and the purpose of the meeting being called. . If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his/her address as it appears in the records of the Association, with postage thereon prepaid.

### **Section 6 Quorum**

The presence at the meeting of members entitled to vote or represented by proxy, thirty percent (30 %) or more of the voted shall constitute a quorum at a meeting of members for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these bylaws; but if a quorum is not present or represented, a majority in interest of the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The vote of the members holding a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be the act of the members meeting unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration, or these bylaws.

### **Section 7 Proxies** (Amendment 2020-4) and (Amendment 2021-1E)

At all meetings of members, each member who is entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease should membership in the Association cease. A proxy may only be given to another Association Member excluding Board of Directors and ARC Members. If a member is incapacitated, a family member with proof of a Power of Attorney may vote for the member. Non-members regardless of possessing a Power of Attorney will not be a Proxy for a Member. (Amendment 2020-4 expired 12-31-2021; Amendment 2021-1E overrides 2020-4 as of 1-1-2022.)

### **Section 8 Voting Rights** (Amendment 2013-1a)

Members shall be entitled to one vote for each Lot in the Subdivision in which they hold the interest required for membership by the Declaration or the Supplemental Declaration that includes such Lot as a part of the Properties described therein. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to each Lot. Members may not be disqualified from voting for any reason. Lot Owners that have re-platted multiple lots into one lot through the City of Granbury Planning Department will be entitled to One Vote.

### **Section 9 Officers at Meeting**

Meetings of the Members shall be presided over by the President or, if he/she is not present, by the Vice President. The Secretary shall act as the Secretary of the meeting, if present.

### **Section 10 Meeting Minutes**

Written meeting minutes will be kept on all Annual, Board of Directors, or Special meetings. A copy of the Meeting minutes will be provided upon request to any Association member.

### **Section 11 Members Responsibilities**

Members are responsible to register and keep their email as well as postal mail addresses updated with the Association.

### **Section 12 Voting/Elections**

Election of Members of the Board of Directors or by such other manner as may be approved at a meeting. At such election the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provision of Article III, Section 7. The person receiving the largest number of votes shall be elected.

#### **Section 12.1 Secret Ballots**

Secret ballots are prohibited. A member's vote in a ABHO wide vote must be in writing and signed by the member, except;

- For uncontested elections (e.g., one candidate to fill one open director seat), or
- An electronic ballot is deemed to be in writing and signed

#### **Section 12.2 Recount** (Amendment 2021-1a) "Omnibus"

The ABHO Board of Directors must conduct a recount of an election vote if requested by an owner.

1. The request must be in writing by verified mail, return receipt requested, or other USPS confirmation serve or in person to the ABHO Board of Directors within 15 days after the date of the election.
2. The request must be either:
  - a. Mailed to the ABHO Board of Directors at 500 Brazos Harbor Drive, Granbury, Texas, 76048; or
  - b. Delivered in person to any ABHO Board of Director
3. Costs of the recount will be borne by the requesting owner, including the required cost to hire a qualified non-member to do the recount, unless the recount changes the results of the election.
4. The recount must be conducted by:
  - a. A current or former: (1) county judge; (2) county elections administrator; (3) justice of the peace; (4) county voter registrar; or
  - b. A person agreed on by the ABHO Board of Directors and persons requesting the recount.
  - c. Recounts must be completed with 30 days of the owner's request. The ABHO Board of Directors may continue to act in the meantime.

#### **Section 12.3 Absentee and Electronic Ballots** (Amended 2021-1A) "Omnibus"

Absentee Ballots Must be received prior to the commencement of the ABHO meeting for which the absentee ballot applies.

- Can only be used for the pre-designated topics on the agenda for the meeting for which the absentee ballot applies. Absentee ballots cannot be used for Issues, other topics brought up during the meeting requiring a vote.

#### Electronic Ballots

- Must be received prior to the commencement of the ABHO meeting for which the electronic ballot applies
- The Owner of the electronic ballot must send a test email to the ABHO Board of Directors no later than 5 business days prior to sending the electronic ballot
- Can only be used for the pre-designated topics on the agenda for the meeting for which the absentee ballot applies. Absentee ballots cannot be used for Issues, director nominees, other topics brought up during the meeting requiring a vote.

### **ARTICLE V Board of Directors**

#### **Section 1 Board of Directors** (Amendment 2021-1A) “Omnibus (a

The business and property of the Association shall be managed and controlled by a Board of Directors consisting of elected officers and one (1) elected Association Member to serve on the Board of Directors. Unless sooner removed in accordance with these Bylaws or until the Association has received written resignation, members of the Board of Directors shall hold office until the next annual election occurring after their respective terms of office expire, and until their successors have been elected. All Association members may run for an elected position on the Board of Directors.

One or more, but not all, of the directors serving on the Board of Directors must reside in Brazos Harbor.

A member is disqualified from holding a position on the Board of Directors if he/she has been convicted of a felony with the most recent 20 years.

A person is prohibited who lives at the same primary residence with a current Board member from also serving on the Board of Directors at the same time.

#### **Section 2 Term of Office** (Amended October 2007) (Amendment 2020-3

There shall be five (5) elected Directors, and five (5) elected Board Members that are members of the Association of Brazos Harbor Owners for a total of ten (10). The Directors shall consist of a President, Vice President, Secretary, a Treasurer, and one (1) elected Association Member (5<sup>th</sup> Board Member) and the Board shall have an additional five (5) members serving as ARC Committee Members. At each annual Association meeting, members shall elect the number of Board Member whose terms of office expire at such time. The terms of office shall be for three (3) years and staggered to provide continuous experience, except the 5<sup>th</sup> Board whose term shall be one-year. A term in office begins on 1 Nov of the first year in the term and ends on 31 Oct of the last year in the term. Officers may be elected for a second term.

### **Section 3 Nomination**

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

### **Section 4 Place of Meeting** (Amended October 1995)

Meetings of the Board of Directors will be held in the State of Texas, at whatever place is specified by the officer of Director calling a meeting. In the absence of specific designation, the meeting shall be held at the principal office of the Association.

### **Section 5 Regular Meetings**

The Board of Directors shall meet each year immediately following the annual meeting of the Members, at the place of such meeting, for the transaction of such business as may be properly brought before it. Notice of annual meetings need not be given to either old or new members of the Board of Directors. Regular meetings may be held at such other times as shall be designated by the Board of Directors.

### **Section 6 Special Meetings**

Special meetings of the Board of Directors may be held at any time upon the call of the President, the Secretary, or any Director. Notice shall be sent by mail or telegram to the last known address of each Director at least three (3) days before the meeting. Oral notice may be substituted for such written notice if given not later than one (1) day before the meeting. Notice of the time, place, and purpose of such meeting may be waived in writing before or after such meeting, and shall be equivalent to the giving of notice. Attendance of a Director at such meeting shall also constitute a waiver of notice thereof, except where he/she attends for the announced purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Except as otherwise herein provided, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

### **Section 7 Quorum**

A majority of the number of Directors fixed by these bylaws as from time to time amended shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time until they can secure the attendance of a quorum. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any regular or special Directors' meeting may be adjourned from time to time by those present, whether a quorum is present or not.

**Section 8 Compensation** (Amended October 2011)

Directors, as such shall not receive any stated salary for their services, but by resolution of the Board, shall be entitled to not pay any annual dues equal to one lot for the time spent on the Board of Directors provided that nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore. Compensation may be determined by the Board of Directors with the approval of the Association members.

**Section 9 Removal**

Any Director may be removed, for just cause, at any special meeting of Members by a majority affirmative vote of the Members. The notice calling such meeting shall give notice of the intention to act upon such matter, and if the notice so provides, the vacancy caused by such removal may be filled at such meetings by a majority vote of the Members. For cause, a Director may be removed at any meeting of the Directors by the affirmative vote of a majority of the Directors then in office.

**Section 10 Nominating Committee**

The Board shall appoint a Nominating Committee, as provided in these Bylaws.

**Section 11 Powers of the Board of Directors**

The Board of Directors shall have the power to:

- a. Suspend the voting rights and right to the use of any facilities or services provided by the Association for a member during any period in which such member shall be in default in the payment of any assessment, including the regular monthly maintenance charge, and special assessments (if any), levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations
- b. Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Declaration or any Supplemental Declaration
- c. Declare the office of a member of the Board of Directors to be vacant in the event such members shall be absent from three (3) consecutive regular meetings of the Board; and
- d. Employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties and the terms of employment or services.

**Section 12 Duties of the Board of Directors**

It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- b. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

- c. Fix the amount of the annual assessment against properties subject to the jurisdiction of the Association and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;
- d. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. Procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and
- f. Cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- g. Maintain a voter approved amount in the checking account.
- h. Appoint an annual audit committee consisting of two (2) members to conduct a yearly audit and present a report at the annual meeting.

## **ARTICLE VI Officers and their Duties**

### **Section 1 Officers**

The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. Two (2) or more offices may be held by the same person, except that no person may simultaneously hold both the office of President and the office of Secretary, and no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation, the Declaration of these bylaws to be executed, acknowledged, or verified by two or more officers.

### **Section 2 Election of Officers**

The election of officers shall take place at the annual meeting. Only election vote tabulators are allowed access to ballots. A person who is running for election or is the subject of a vote (and that person's close relatives) cannot have access to ballots for that election or vote.

### **Section 3 Appointments** (Amended 2021-1a) "Omnibus"

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Director vacancies caused from any reason may be appointed by the ABHO President to fill the vacancy. Directors may not be appointed to positions whose terms have expired.

### **Section 4 Salaries**

All officers shall be entitled to be paid or reimbursed for all cost and expenditures incurred in the Association's business.

### **Section 5 Vacancies**

Whenever any vacancies shall occur in any office by death, resignation, increase in the number of officers of the Association, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until his/her successor's is chosen and qualified.

### **Section 6 Removal**

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any sitting ABHO Board of Director for which documented evidence that the Director has been convicted of a felony or crime involving "moral turpitude" will be immediately removed from the ABHO Board of Directors.

### **Section 7 President**

It shall be the duty of the President to preside at all meetings of the members and all meetings of the Board of Directors of the Association; to co-sign contracts and all checks.

### **Section 8 Vice President**

The Vice President may perform the usual and customary duties that pertain to such office (but no unusual or extraordinary duties or powers conferred by the Board of Directors upon the President) and, under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to him/her.

### **Section 9 Secretary** (Amendment 2021-1A)

It shall be the duty of the Secretary to attend all meetings of the Members and Board of Directors and record correctly the proceedings had at such meetings in a book suitable for that purpose. It shall also be the duty of the Secretary to serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and, shall perform such other duties as may be designated by the Board. The duties of the Secretary may also be performed by any assistant Secretary. In absence of the appointment of the Treasurer for the Association, the Secretary shall perform the duties of the Treasurer. The Secretary should have a computer and should be able to use Microsoft Excel and Microsoft Word.

### **Section 9.1 Secretary** (Amended 2021-1A) "Omnibus"

- (a) A director of a corporation who is present at a meeting of the board of directors at which action is taken on a corporate matter described by Section 22.226 (Director Liability for Certain Distributions of Assets) (a) is presumed to have assented to the action unless:
- (1) the director's dissent or abstention has been entered in the minutes of the meeting;
  - (2) the director has filed a written dissent or abstention with respect to the action with the person acting as the secretary of the meeting before the meeting is adjourned;

- (3) the director has sent to the secretary of the corporation, within a reasonable time after the meeting has been adjourned, a written dissent or abstention by:
- (A) certified or registered mail, return receipt requested; or
  - (B) other means specified in the corporation's governing documents.

The right to dissent or abstain under this section does not apply to a director who voted in favor of the action.

**Section 10 Treasurer** (Amended 2021-1C)

The Treasurer shall keep such moneys of the "Association as may be entrusted to his/her keeping and account for the same. He/she shall co-sign all checks and contracts. He/she shall be prepared at all times to give information as to the condition of the Association and shall make a detailed annual report of the entire business and financial condition of the Association. The person holding the office of 'treasurer shall also perform, under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to him/her. The duties of Treasurer may also be performed by any Assistant Treasurer. The Treasurer will report the Association's Financial Report to all members at the Annual Meeting.

The Treasurer should have a computer and should be able to use Microsoft Excel and Microsoft Word.

**Section 11 Architecture Committee** (Amended 2021-1A) "Omnibus"

It shall be the duties of the Architecture Committee to perform duties outlined in the Declarations of Covenants, Conditions and Restrictions. Members of the property owner's association's board of directors, and their spouses and household members, may not serve on the architectural committee

**Section 12 Delegation of Authority**

In the case of any absence of any officer of the Association, or for any other reason that the Board may deem sufficient, the Board of Directors may delegate some or all of the powers or duties of such officer to any other officer or to any director, employee, member, or agent for whatever period of time seems desirable, providing that a majority of the entire Board concurs therein.

**Section 13 Open Records Policy**

The following guidelines will be used regarding ABHO records.

- ABHO Members (or their agents designed in writing) may have access to ABHO records
- Request for records must be submitted in writing by certified mail to ABHO Secretary, 500 Brazos Harbor Drive, Granbury, Texas, 76048
- The request must identify the records requested and indicate whether the requesting member wants to inspect the records or have the ABHO forward copies
- The ABHO Board of Directors shall have 10 business days from receipt of the request to, appropriate to:
  1. Provide written notice of dates on which records may be inspected, or
  2. Provide the requested copies, or

3. Provide a date, within an additional 15 business days, by which the records will be sent or made available to the owner for inspection
  - General exceptions are made for attorney files
  - Inspection must take place at mutually agreed time during normal business hours
  - Records can be produced in hard copy, electronic or other format reasonably available
  - Members requesting hard copy of records shall pay for printing fees if applicable
  - ABHO retains the right to keep certain records confidential and decline to make available, (for example, violation histories of other members, member's financial information, member's contact information other than address, and ABHO personnel files) unless the member gives written approval or a court orders ABHO to release the information.
  - Owners denied accesses to records are given JP court remedies, after certified demand; prevailing party is entitled to attorney's fees.

## **ARTICLE VII Assessments** (Amended 2021-1A) "Omnibus" and (Amendment 2021-1B)

### **Section 1 Assessments**

As more fully provided in the Declaration and the Supplemental Declarations, each member is obligated to pay to the Association certain yearly and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and /or foreclose the lien against the property. Interests, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any of the facilities or services provided for herein by the Association or by abandonment of his property, whether owned or leased.

Owner which is delinquent in dues or assessments will be notified by mail and then again by registered mail before being reported to credit reporting services. (Amendment 2021-1A)

### **Section 2 Alternative Payment Plan** (Amended 2021-1A) "Omnibus"

Annual assessments, to include Association Dues and Trailer Storage Rental Fees are due by 31 January of each calendar year. As provided by Texas Property Code (TPC) Section 209.0065, the Association has adopted the following as its alternative payment policy for delinquent regular or special assessments.

1. Prior to the date that the assessment become delinquent, an eligible property owner may request in writing that such assessment be paid in accordance with the Association's alternate payment plan as provided herein. To be eligible a property owner must not have failed to honor the terms of a previous payment plan within the last two years.
2. Under the Association's Alternative Payment Plan, a property owner who timely requests, in writing, treatment under the Association's "Alternative Payment Plan" shall be allowed to pay the regular or special assessments that would otherwise be delinquent, without

additional monetary penalty, over a period of three months by making three equal payments of 1/3 of the total amount being due on the first day of the first month after assessment was originally due and the first day of each month thereafter until paid in full. Failure to timely request payment under the Alternate Payment Plan waives a property owner's option for such treatment. A property owner's failure to timely pay any amount due under the Alternate Payment Plan after request to take advantage of alternate payment Plan is a breach of the Alternate Payment Plan and forfeits any further rights there under. Owner will be notified by registered mail of breach of Alternative Payment Plan and will be responsible to all costs, lawyer fees, court costs, filing fees, late fees, etc.

3. Payments received by a property owners association may only be applied to attorneys' fees that are reasonable.
4. If a delinquent account is sent for Collection, the owner will be notified by registered mail of the past due amount plus late fees and will be liable for collection fees

*This Alternative Payment Plan meets the minimum requirements of the TPC Section 209.0062, etc.*

### **Section 3 Real Estate Transfer Fees (Amended 2021-1D)**

A "transfer fee" shall be collected on the purchase of all lots. Transfer fees may be paid as part of the closing documents through a Title Company or directly from the new lot owner when a Title Company is not used.

## **ARTICLE VIII Indemnification**

### **Section 1 Suit Against Association**

Subject to the provisions of Section 3 of this Article, the Association shall indemnify any Director or officer or former Director or officer of the Association for expenses and costs (including attorney's fees) actually and necessarily incurred by him/her in connection with any claim asserted against him/her, by action in court or otherwise, by reason of his/her being or having been such Director or officer, except in relation to matters as to which he/she shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

### **Section 2 Suit By or In Right of Association**

Subject to the provisions of Section 3 of this Article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a Director or officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of

his/her duty to the Association unless and only to the extent that the appropriate court of the State of Texas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the appropriate court to the State of Texas or such other court shall deem proper.

### **Section 3 Approval of Indemnification**

Any indemnification under Section 1 and Section 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he/she had met the applicable standard of conduct set forth in said Sections 1 and 2 . Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable and a quorum of disinterested Directors so directs by independent legal counsel (who may be counsel to the Association) in a written opinion, or (3) by the members.

### **Section 4 Indemnification Upon Success on the Merits**

If a Director or officer of the Association has been successful on the merits or otherwise as a party to any action, or proceeding referred to in Section 1 and 2 of this Article, or with respect to any claim, issue, or matter therein (to the extent that a portion of his/her expenses can be reasonably allocated thereto), he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

### **Section 5 Advance for Expenses**

Expenses incurred in connection with any claim for which indemnity is provided under this Article VII, or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as authorized in the manner provided in Section 3 of this Article, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Association as authorized in this Article.

### **Section 6 Other Rights**

The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other bylaw, agreement, vote or members or disinterested Director, or otherwise, both as to actions in his/her official capacity and as to continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

### **Section 7 Insurance**

The Association may purchase and maintain insurance on behalf of any person who is or was a Director or officer, of the Association against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the

Association would have the power to indemnify him/her against such liability under the provision of the Article or the Texas Non-Profit Corporation Act.

## **ARTICLE IX Miscellaneous Provisions**

### **Section 1 Amendments**

These bylaws may be altered or repealed at any regular meeting of the members or at any special meeting of the members at which a quorum [at least thirty percent (30%) ] is present or represented, provided notice of the proposed alteration or repeal be contained in the notice of such special meeting, by the affirmative vote of two-thirds (2/3) majority of the votes entitled to be cast at such meeting and present or represented thereat, or by the affirmative vote of a majority of the Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice of proposed alteration or repeal be contained in the notice of such special meeting, except that the Directors shall not alter, amend , or repeal any bylaw, or enact any bylaw in conflict with a bylaw, adopted by the members after the original adoption of these bylaws.

### **Section 2 Waiver**

Whenever, under the provisions of any law, the Articles of Incorporation or amendments thereto, the Declaration, or these bylaws, any notice is required to be given to any member, Director, or committee member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

### **Section 3 Resignations**

Any Director or Officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Association. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

### **Section 4 Seal**

No Seal is adopted by the Association.

### **Section 5 Action Without a Meeting**

Any action required or permitted to be taken at a meeting of the members or Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members or Directors, as the case may be, who are entitled to vote on the matter, and such consent shall have the same force and effect as a unanimous vote thereon. The signed consent shall be placed in the minute book.

### **Section 6 Books and Records**

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or Director. The Declaration, Supplemental Declarations, the Articles of Incorporation and the Bylaws of the Association shall be available

for inspection by any member or Director at the principal office of the Association, where copies may be purchased at reasonable cost.

**Section 7 Conflict**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Section 8 Fiscal Year**

The fiscal year of the Association shall be determined and established by the Board of Directors by appropriate resolution.

**Section 9 Contracting Guidelines** (Amended 2021-1a) "Omnibus")

Any contract entered into on behalf of the Association will follow these guidelines:

- a. Any monies required to be paid in advance of the work being accomplished may not exceed 30% of material cost of the work being accomplished.
- b. Progress payments may be paid not to exceed the equivalent percentage of funds equaling the remaining effort.
- c. A final inspection by one of the Board of Directors must be made insuring all work has been accomplished including clean-up prior to the final payment.
- d) The Association may only enter into a contract with a current Director, a current Director's relative or a company owned by a current Director or a current Director's relative if:
  - 1. the Subdivision Association has received at least 2 other competitive bids for the contract from persons not associated with the Director, relative, or company (if reasonably available);
  - 2. the applicable Director is not given access to the other bids, does not participate in any Board of Directors' discussion regarding the contract, and does not vote on the award of the contract;
  - 3. the relationship concerning the applicable Director is disclosed to or known by the Board of Directors and the Board of Directors, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest;
  - 4. the Board of Directors certifies by a resolution that the requirements of Section 209.0052 have been met.

Contracts for services that will cost more than \$50,000 shall solicit bids or proposals using a bid process established by the association

- e) An association may enter into an enforceable contract with a current association board member, a person related to a current association board member within the third degree by

consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current association board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits only if the following conditions are satisfied:

- (1) the board member, relative, or company bids on the proposed contract and the association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community;
- (2) the board member:
  - (A) is not given access to the other bids;
  - (B) does not participate in any board discussion regarding the contract; and
  - (C) does not vote on the award of the contract;
- (3) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the association board and the board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the board members who do not have an interest governed by this subsection; and
- (4) the association board certifies that the other requirements of this subsection have been satisfied by a resolution approved by an affirmative vote of the majority of the board members who do not have an interest governed by this subsection.

### **Section 10 Records Retention**

The following timelines will be used for records ABHO records retention. All ABHO documents that can be disposed of after the period denoted below must be shredded prior to disposal in any common waste container.

- Financial records -7 years
- Account records of current owners (5 years)
- Contracts for terms of at least one year or more (4 years after expiration of contract)
- Minutes of owner meetings and board meetings (7 years)
- Tax returns and audits (7 years)
- Governing documents (permanently)

## ARTICLE X Certification of Adoption

*IN WITNESS WHEREOF, the undersigned, being the Officers and Board of Directors, of the Association of Brazos Harbor Owners, hereby certify and affirm that a majority vote of the Board of Directors was made adopting the foregoing "BYLAWS" (from amendments: 2013, 2015, 2016, 2019, 2020, 2021, and 2024 voted on by the Association), to be applicable to the Brazos Harbor subdivision of Hood County, Texas.*

*Executed this \_\_\_ day of \_\_\_\_\_, \_\_\_ by the Board of Directors of the Association of Brazos Harbor Owners.*

\_\_\_\_\_  
*Kim Good, President*

\_\_\_\_\_  
*Karen Dougherty, Vice President*

\_\_\_\_\_  
*Daphne Winberg, Treasurer*

\_\_\_\_\_  
*Linda Montoya, Secretary*

\_\_\_\_\_  
*Vicki Drakes, 5<sup>th</sup> Board*

STATE OF TEXAS  
COUNTY OF HOOD

*This Instrument was acknowledged before me on the \_\_\_\_\_, 2025  
by the Board of Directors of the Association of Brazos Home Owners, a Non- Profit Association.*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESRICTIONS (CCR)**

**BRAZOS HARBOR SUBDIVISION – A PLANNED DEVELOPMENT**

CITY OF GRANBURY,  
HOOD COUNTY, TEXAS

COPYRIGHT 2024 ASSOCIATION OF BRAZOS HARBOR OWNERS

DRAFT

DRAFT

# COVENANTS, CONDITIONS AND RESTRICTIONS (CCRs)

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## **ARTICLE I Definitions** (Amendment 2021-2A) "Omnibus", (Amendment 2024-7ccr)

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

<b><u>TERM</u></b>	<b><u>DEFINITION</u></b>
<b><i>Architectural Review Committee</i></b>	- The Committee provided for in Article III hereof.
<b><i>Articles of Incorporation</i></b>	- The Articles of Incorporation of Association Of Brazos Harbor Owners, Inc., which, are or shall be filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.
<b><i>Association</i></b>	- Association of Brazos Harbor Owners, Inc., a membership association described herein.
<b><i>Board</i></b>	- The Board of Directors of the Association.
<b><i>Brazos Harbor</i></b>	- Shall mean and refer to the Brazos Harbor Subdivision.
<b><i>Common Areas:</i></b>	- Community common areas identified by the ABHO that may be utilized by all owners defined as park area, dumpster area, trailer storage lots, boat ramp area, or any other areas accessible by all occupants. (Amended 2021-2A Texas HOA Laws)
<b><i>Declarant</i></b>	Shall mean Association of Brazos Harbor Owners (ABHO), a nonprofit Texas Corporation d/b/a Brazos Harbor Subdivision
<b><i>HUD Code Manufactured Home</i></b>	- A manufactured home (formerly known as a mobile home) is built to the Manufactured Home Construction and Safety Standards (HUD Code) and displays a red certification label on the exterior of each transportable section. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.
<b><i>Lot Line, Front</i></b>	- That boundary line of a lot which is along the accessible street line except as otherwise designated by the Architectural Review Committee. On corner lots (i.e., lots bounded on two sides by streets) the front lot line shall be the line designated by the Architectural Review Committee.
<b><i>Lot Line, Rear</i></b>	- That boundary line of a lot which is most distant from and is, or is approximately parallel to the front lot line.
<b><i>Lot Line, Side</i></b>	- Any boundary line of a lot, which is not a front or rear lot, line
<b><i>Lot and/or Lots</i></b>	- Shall mean and refer to each of the lots shown upon the Subdivision Plats. References herein to "the Lots in the Subdivision" shall mean and refer

**TERM**

**DEFINITION**

to Lots, including land and outbuildings, as defined respectively in this Declaration, all Supplemental Declarations and any Amendments thereto. Multiple lots re-platted by the Lot Owner through the City of Granbury Planning department are deemed to be one lot until such time as the lot is separated back to the original lots through the City of Granbury Planning department. (Amended 2013-3a and Amended 2019)

***Maintain and Maintained***

- As referred to in Article VII, shall mean a Manufactured Home, Recreational Vehicle, or Park Model placed upon lot for the purposes of living, whether part time or full time. It does not refer to the storage of boat trailers, closed-in utilities trailers, etc. on any lot

***Maintenance Assessment***

- Any assessment levied as hereinafter provided.

***Owner***

- Shall mean and refer to the record owner. References herein to "the Owners in The Subdivision" shall mean and refer to Owners as defined in this Declaration and all Supplemental Declarations.

***Park Model***

- Park models are built to the ANSI 119.5 building code, which is administered and enforced by the Recreational Park Trailer Industry Association (RPTIA).

***The Properties***

- Shall mean and refer to the properties described in Article II hereof, which are subject to this Declaration.

***Recreation Vehicle***

- Shall mean motor homes or modern travel trailers, recognized by the Recreational Vehicle Industry Association (RVIA), but not including pickup campers, tent-type folding trailers, folding tents or similar shelters.

***Recreational Vehicle (RV) Cover***

- Recreational vehicle covers are approved permanent structures covering the area of the recreational vehicle or park model home.

***Regulations***

- Shall mean such reasonable rules and regulations as may be adopted from time to time by the Association to govern and control the use and occupancy of any Lot, or other facility located within the Subdivision.

***The Subdivision***

- Shall mean and refer to Brazos Harbor Subdivision, and any other real property brought within the scheme of this Declaration.

***Subdivision Plats***

- Shall mean and refer to the respective maps or plats of Brazos Harbor Subdivision, recorded in Plat Records of Hood County, Texas

***Supplemental Declaration***

- Shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article II hereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental

**TERM**

**DEFINITION**

Declarations" shall be deemed to be related to the respective properties covered by such Supplemental Declarations.

- Dwelling*** - shall mean a lot, including land and all improvements, where a person(s) lives, treating in as a home.
- Guest/House-guest*** - shall mean person or persons welcomed by an owner or tenant for the purpose of visiting person home without the intent of staying over the amount of time specified by restrictions herein.
- Occupancy*** - shall mean the act or state of living in or using a lot for portion of a lot including land and improvements.
- Owner Occupied Home:*** - shall mean a lot (including land and improvements) in which at least one occupant is an owner or owner's spouse, or is related to an owner or owner's spouse by blood, marriage, adoption, or formal guardianship, and for which occupants do not pay rent.
- Single Family Occupancy*** - shall mean that no owner of a lot (including land and improvements), shall occupy or use is lot or dwelling thereon to be occupied or used for any purpose other than as a private single-family residence for the Owner, his family, and guests.
- Rental Property*** – shall mean a property from which the owner receives monetary payment and/or service in lieu of monetary payment, from the occupant(s), known as tenants, in return for occupying or using the property.
- Residence/reside*** – shall mean the act of dwelling in one place for some time.
- Short Term Rental*** – shall mean Vacation rentals, whether thru owners or vacation rental agents such as VRBO, Airbnb or Home away, or any other transient rental uses for a period of less than 6-months (180 days).
- Tenant*** – shall mean a person who occupies land or property rented from an owner.

***ARTICLE II Property Subject to the Declaration***

**Section 1. Description**

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration consists of all property located in the Brazos Harbor Mobile Home Park Plat, Phases 1,2, and 3 recorded in the plat records of Hood County at Slide Numbers A-219 and B-208.

**Section 2. Reserved**

### **Section 3. Additions to Existing Property**

Additional lands may become subject to the scheme of this Declaration in the following manner: The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future states of the development, in its sole discretion. Any additions shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

### **Section 4. (RESERVED)**

### **Section 5. Boat Launch Facility**

The area designated, as "Boat Launch" on the plat between lots 28 and 29 is a private facility owned by the Association for the sole use benefit and enjoyment of the members of the Association.

### **Section 6. Dumpster Area (Lot 99)**

The area designated, as the "Dumpster Area" is a private facility owned by the Association for the sole use benefit of the members of the Association.

### **Section 7. Trailer Storage Areas**

The Trailer Storage Area #1 located next to the Dumpster Area (Lot 99) and Trailer Storage Area #2 located between Lots 116 and 117 are private facilities owned by the Association for the sole use benefit of the members of the Association. Separate Trailer Storage Policy governs the rental of space in these two areas.

### **Section 8. Common Areas**

The Declarant, its successors or assigns, shall have and hereby expressly reserve the right, within Declarant's sole discretion, to modify any and all common areas as same are described in the Final Plat of

Brazos Harbor Mobile Home Park, Phase Three (3), as same is recorded in Slide B-208 of the Plat Records of Hood County, Texas (the "Common Area") by increasing or decreasing the size of any such Common Area. Declarant reserves the right to convey all or any part of the Common Area to any third Party at the sole discretion of Declarant. The placement of any trash collection points, trash receptacles, or trash dumpsters in any of the Common Area is prohibited.

## ***ARTICLE III The Association***

### **Section 1. Organization**

The Association is a non-profit corporation whose membership consists of owners of property covered by this Declaration with the responsibility and authority to manage and regulate the residential subdivision for the benefit of the property owners. The Association shall be governed by its Articles of Incorporation and By-Laws, as may from time to time be amended.

In the event that the Association as a corporate entity is dissolved, an unincorporated association shall forthwith and without further action or notice be formed and succeed to all the rights and

obligations of the Association hereunder. Said unincorporated association shall be known as Association of Brazos Harbor Owner, and its affairs shall be governed by the laws of the State of Texas and, to the extent not inconsistent herewith, by the Articles and By-Laws, respectively, as if they were created for the purpose of governing the affairs of an unincorporated association.

## **Section 2. Membership**

Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall be a member of the Association. The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of these Restrictions, the Articles and the By-Laws.

## **Section 3. Voting Rights** (Amendment 2013-1b)

Each Owner shall be entitled to one vote for each lot owned by such Owner on all matters properly submitted for vote to the membership of the Association. The right to vote may not be severed or separated from any lot, and any sale, transfer or conveyance of any lot to a new Owner shall operate to transfer the appurtenant vote without the requirement of any express reference thereto. Lot Owners that have re-platted multiple lots into one lot through the City of Granbury Planning Department will be entitled to One Vote.

## **Section 4. Specific Authority of the Association**

The Association shall have the authority, subject to these Restrictions, to do and perform each and every of the following for the benefit of the Owners and for the maintenance and improvement of Brazos Harbor. In connection the Association shall accept as part of all property annexed to Brazos Harbor, pursuant to these Restrictions, and shall accept all Owners thereof as members of the Association.

- (a) The Association shall maintain, provide for the maintenance of the boat ramp area, in good order and repair.
- (b) The Association may enter upon and maintain, or provide for the maintenance of, any lot which is not maintained by the Owners, thereof in accordance with the requirements of these Restrictions.
- (c) Unless provided by a municipal, county or other governmental body and unless the cost thereof is assessed, directly or indirectly, against the Owners by such body the Association may contract for, employ, or otherwise provide obtain and maintain in force policies of insurance deemed necessary by the Association.
- (d) The Association shall be deemed to be the designated holder of any operating permit required by the City of Granbury, and shall obtain and renew the permit annually or as required by the City of Granbury.
- (e) The Association shall from time to time make, establish, promulgate, amend and repeal rules and regulations necessary or proper for the use and enjoyment of common areas or to interpret and implement these declarations.
- (f) To the extent provided for herein, the Association shall exercise its rights to appoint and remove members of the Architectural Committee to insure that all reasonable times there is available a duly constituted and appointed Architectural Committee.
- (g) The Association may take such action, whether or not expressly authorized by these Restrictions, as may reasonably be necessary to enforce the restrictions, limitations,

covenants and conditions of these Restrictions, and Rules and the Architectural Committee Rules and decisions.

- (h) The Association shall file of record a Management Certificate and amendments thereto as required by Texas Property Code Section 209.00.

### **Section 5. General Power and Authority of the Association**

The Association shall have all of the powers set forth in the Articles, together with its general powers as a corporation, subject only to the limitations upon the exercise of such powers as expressly set forth in the Articles, the By-Laws and in these Restrictions, to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of these Restrictions, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of Owners; such powers specifically include those powers enumerated in Texas Property Code Section 204.010 and any amendments thereto.

The Association shall have the power and authority at any time, and from time to time, and without liability to any Owner, to enter upon any lot for the purpose of maintaining and repairing any such property if for any reason whatsoever the Owner thereof involved fails to maintain and repair such property as required herein. The Association may also have the power and authority from time to time, in its own name on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of these restrictions.

### **Section 6. Manager of the Association**

The association may, from time to time, employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Texas and upon such conditions as are otherwise deemed advisable by the Association; the Association may delegate to the manager any of its powers under these restrictions.

## ***ARTICLE IV Assessments by Association*** (Amendment Omnibus 2021)

### **Section 1. Power to Assess**

Each Owner, of any lot in Brazos Harbor, by acceptance of a deed therefore, or the acquisition of title thereto in any manner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay to the Association such assessments as may be established by it to cover the Common Expenses provided herein.

### **Section 2. Commencement of Assessments**

The assessments provided for herein shall commence immediately upon the purchase of a lot within Brazos Harbor.

**Section 3. Amount of Assessments** (Amendment 2013- #2)

The Owner of each lot shall be liable for an equal share of the Common Expenses on a per lot basis, regardless of the purchase price, size, location, or use of the Lot associated with such lot. Lots are based upon the plat records of Hood County Slide Numbers A-219 and B-208. The amount of the assessments shall be established by the Board of Directors based upon such reasonable budgets and projections as it may establish. Budgets shall be developed and presented at the annual association meetings. Budgets may be adjusted as need arises at interim meetings.

**Section 4. Use of Assessments**

Upon the establishment of the Association, there shall be an account maintained at a financial institution of the Associations choice for the accumulation of assessments provided in Section 3. Without exception all assessment funds accumulated in, such account shall be held in trust for the owners, Declarant, and the City of Granbury, Texas, to be used solely and exclusively for purposes consistent with these Declarations, including the control and enforcement of these restrictions.

**Section 5. Delinquent Assessments** (Amended 2021)

Any assessment remaining unpaid more than five (5) days after the due date thereof shall bear a \$25-dollar late fee per month until paid. After six (6) months of delinquent assessments, the Association may bring an action at law against any Owner to recover the unpaid amount of any delinquent assessment owed by such Owner if the debt is secured by items listed in Section Twenty, Section 209.009 of the Texas Property Owner Code which includes unreimbursed cost of conducting a vote recount that exceeds the estimated cost invoiced to the property owner who requested the vote recount. Recovery amounts shall include interest thereon, and the Association shall be entitled to recover additionally all costs of suit and reasonable attorney's fees incurred with respect to the action.

The Association may also suspend the right of any Owner to use the common facilities for any period during which Owner is delinquent in the payment of assessments.

**Section 6. Lien for Assessments** (Amended 2021)

The association shall have a lien on each lot for the amount of any delinquent assessment, including lot maintenance charge or assessments, not limited by, but to include fines, attorneys' fees associated with fines, unpaid costs associated with the production of records, unreimbursed costs of conducting a vote recount that exceeds the estimated cost for vote recount assessed to the requesting property owner, and other assessments listed in Section 209.005 of the Texas Property Code. Recovery amounts shall include interest thereon, late fees and costs of collection, and the Association shall also have a lien against all tangible personal property of the Owner or Owners located upon the Lot associated with such Lot.

Subject to the provisions of applicable State statutes, including Chapter 209 of the Texas Property Code (as may be amended); the 30-day remedy period or reasonable period as accepted by the Board shall commence from the date the Association mailed the notice. If the

remedy period is not met, the Association will begin proceedings to file an expedited judicial claim before it may foreclose its assessment lien through non-judicial foreclosure procedures. The Association is authorized to judicially foreclose its assessment lien, and to recover from the property owner or owners any delinquent assessments, maintenance charges, late fees, interest, attorney fees and costs of court incurred by the Association with respect to such action. (Amendment 2021)

In addition to the action at law provided above, or as an alternative thereto, the Association may file with the Clerk of Hood County, Texas, a statement of lien with respect to the delinquent assessment, setting forth the name of the Owner or Owners, the legal description of the Lot, the name of the Association, and the amount of delinquent assessments then owing, which statement shall be signed and acknowledged by the president or vice president of the Association, and which shall be served upon the delinquent Owner by certified mail, return receipt requested, mailed to such address as the Association may have in its records for said Owner.

#### **Section 7. Non-Waiver of Liability**

No Owner may waive or otherwise avoid liability for the assessments provided herein by abandonment of the Lot owned.

#### **Section 8. Subordination to Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage or first deed of trust against the Lot affected or the lien of any bona fide first security interest against any personal property affected. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot as a result of foreclosure of a first mortgage, deed of trust or security interest, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer but shall not relieve any former Owner of personal liability therefore no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

### ***ARTICLE V Control of Use and Enforcement of Restrictions***

#### **Section 1. Rights of The Architectural Review Committee, and the Association**

The Architectural Review Committee and/or the Association shall have the right to enforce the restrictions contained herein.

It is intended by controlling improvements and enforcing restrictions to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the erection or maintenance thereon of poorly designed or proportioned manufactured home , structures on manufactured homes built of improper or unsuitable materials and of improper size, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the location of attractive manufactured homes 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 thereto to enhance the value of investments made by purchasers of lots therein.

Without limitation of the powers herein granted, the Association and the Architectural Review Committee shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to parking access and major entry and frontage.

The Architectural Review Committee and the Association also shall have full power and authority and control to enjoin any use of improvements that do not comply with the restrictions herein imposed or meet its minimum requirements or that might not be compatible, in the sole discretion of the Architectural Review Committee and Association, with the design or overall character and aesthetics of the Properties.

## **Section 2. The Architectural Review Committee**

The Declarant does hereby create the Architectural Review Committee with the rights, powers, privileges and duties herein set forth. It shall consist of five (5) members. In the event of death, incompetence, resignation or inability to act of any member of said Committee, the remaining member or members shall designate a successor. The terms of office shall be three (3) years. Officers may be elected for follow-on terms.

All plans and specifications and other material required or permitted to be filed with the Architectural Review Committee hereunder shall be filed in the office of Declarant at 500 Brazos Harbor Drive, Granbury, Texas, 76048. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee.

The function of the Architectural Review Committee, in addition to the functions set forth elsewhere in this Declaration, shall be to consider and approve or disapprove any plans and specifications or other material submitted to it with respect to buildings and other structures to be erected, constructed, installed, altered, placed or maintained on lots and for the alteration or remodeling of or additions to any then existing structure on lots, so that all structures shall conform to the provisions hereof, the general plan of development and such rules as said Committee may adopt for the improvement and development of said real property. Nothing herein shall be construed as authorizing or empowering said Committee, by rule or otherwise, to change or waive any provisions of these restrictions, except as herein provided.

### **Section 2.1 The Architectural Review Committee** (Amended 2021)

#### **2.1 Appealing ARC Rulings**

Members that have been disapproved for plans submitted may formally appeal to the Board of Directors once all avenues have been exhausted with the Architecture Review Committee.

**2.1.1 Appeal Process** – The property owner notified of plans that have been disapproved by the ARC can appeal the ruling at any time after the owner has been notified, but not later than 30 days after receipt of the plans stamped “DISAPPROVED”. The ruling of the Board will be final once made and the owner is notified. The appeal can be done in one of two ways:

- a. **Written Appeal:** Send a letter to the ABHO Board of Directors, 500 Brazos Harbor Dr., Granbury, Tx 76048. The letter will be reviewed by the Board and a disposition will be returned to the property owner within 30 days. The Board has the right to uphold, change, or deny the appeal
- b. **Board Hearing:** At the owner's request, a face-to-face meeting with the Board will be scheduled at everyone's convenience, but must be held within 30 days of ABHO receipt of the written request for hearing. At the conclusion of the requested hearing the Board has the right to uphold, change, or deny the appeal.
- c. **Record Keeping:** A written record of verbal conversations, letters, pictures, etc. will be maintained in the ABHO records by the ABHO Secretary.

### **Section 3. Permit required by City of Granbury**

The use and maintenance of the lots within the subdivision are subject to the applicable laws and ordinances of the City of Granbury, Texas, as they may now exist or as such other laws and ordinances may be created in the future regulating such use and maintenance. Owners of lots within this subdivision, therefore, may be required now and in the future to bring the use and maintenance of lots owned by them not only within the use and maintenance controls of these restrictions but also within the requirements of the laws and ordinances of the City of Granbury. This may include an obligation for the owner to obtain a permit and to pay such applicable fee as may pertain thereto. So as to comply with the permit requirements of the City of Granbury the Declarant and the Architectural Review Committee shall use reasonable efforts to assure compliance with applicable Granbury City Ordinance.

### **Section 4 Restriction Violations (All Lots)** (Amendment #5 2016) (added Amendment 2019 #5b) (Amendment 2021) (Amendment 2024-5ccr) (Amendment 2024-8ccr)

#### 1) Verbal Discussion: (Amendment 2021) Replaced Verbal Discussion wording

Appropriate ARC or BOD member(s) approach the owner in a friendly manner. Describe the violation and need to resolve the issue so the image and property values of the community are maintained. There should be no discussion of fines during this initial conversation. Should the Owner require more than 30-days to remedy, the Owner shall submit a written request to the Board identifying a reasonable period of time for the violation to be corrected as long as the violation does not pose a threat to the Owner or other property, other property owners, or is DETRIMENTAL to the community at-large. (Amendment #5 -2016)-replaced with (Amendment 2021)

An ARC Member or Officer will make every effort to contact an owner either verbally, by email, by text or through mail. The Violation and the need to resolve the issue will be discussed. If notified by email, text or mail, the owner will be asked to contact an ARC member or Officer with plans and a date to resolve the issue. (added Amendment 2019-#5b)

2) Current or new property Owners must have ARC approval before moving any previously-approved RV or Home to a different lot. Previously approved RVs or homes, when located within Brazos Harbor boundaries, are subject to the same guidelines as a new property Owner requiring ARC approval.

**Fine Structure** (Amendment #5- 2016)

Brazos Harbor property owners have established/approved Covenants, Conditions & Restrictions, commonly referred to as “CC&R’s”. The purpose for the CC&R’s is to document rules and restrictions which help ensure Brazos Harbor is well maintained and provides owners and visitors with a pleasant lifestyle. It is the responsibility of the HOA Board (members selected by Brazos Harbor property owners); to apply and enforce these CC&R’s on behalf of the owners in Brazos Harbor.

Property owners are supplied a copy of the ABHO CC&R’s when they initially move in. Property owners, who don’t have a copy and would like one, please contact the ABHO Secretary. The first copy provided is free. Subsequent copies are \$8 per hard copy. There is no cost to provide owners a soft copy (ADOBE PDF format).

CC&R’s of ABHO apply to all residents of Brazos Harbor and their guests and renters. ABHO will hold applicable property owners accountable for CC&R violations. Property owners can pass the cost of fines to their renters or guests at their discretion.

**The fines below apply to owners of all lots in Brazos Harbor subdivision planned development in Granbury Texas.**

<b>Schedule of Fines</b>			
Uncut Grass	Verbal/Written Warning	<u>\$15 per occurrence, plus cost to have HOA cut grass and reimbursement cost for certified letter</u>	<u>HOA has right to contract someone to cut the grass and charge property owner the direct cost, plus the fine.</u>
Excessive Noise	Verbal/Written Warning	<u>\$25 per occurrence.</u>	<u>This is generic because it could be dogs, people, equipment or other items generating the excessive noise.</u>
Parking Violation; This applies to parking on property that belongs to a different owner (without their permission), common area grass and those areas specifically designated by signs as “No Parking”.	\$10 per vehicle, per day. (No additional warning is required due to posting of signs.)	<u>With agreement between any two HOA Board members, illegally parked cars can be towed at the owner’s expense.</u>	<u>Depending on the nature of the parking violation, the Board can skip the fine and go directly to having the vehicle towed. This category includes all types of vehicles: cars, trucks, motorcycles, golf carts, etc.</u>

Excessive Pets	Verbal/Written Warning	<u>\$25 per week, per pet, over CCR maximum of 3 pets</u>	
Loose pet/not on leash	Verbal/Written Warning	<u>\$10 each occurrence.</u>	<u>Does not apply if owners pet is only loose on owners' property.</u>
Littering	Verbal/Written Warning	<u>\$25 per occurrence</u>	<u>Applies to trash, pet droppings, leaf blowing, etc.</u>
Late Payment of Fines	\$25 for each fine, for each 30 day period that fines are unpaid.		<u>No additional warning is given before late fees are imposed. Also, no architectural plans will be approved by the Board if outstanding fines are not paid in full.</u>
Continued/Frequent violation of HOA rules by a property owner.	This situation is characterized by frequent or continued violations, regardless of whether fines are paid or not.	<u>By majority vote, HOA Board has the right to respond to this by taking the issue to JP or Small Claims Court.</u>	<u>Requires no additional warnings: either verbal or written.</u>
All Other CC&R Violations (Violation of Brazos Harbor rules)	Verbal/Written Warning	<u>\$10 per day.</u>	<u>This fine applies to architectural violations plus any other Brazos harbor rule (CC&amp;R) violations not identified above.</u>

Process:

- 1. Verbal Discussion:** Appropriate Board member(s); approach the owner in a friendly manner. Describe the violation and need to resolve the issue so the image and property values of the community are maintained. There should be no discussion of fines during this initial conversation.
- 2. Written Warning Letter #1 (Certified Letter to Owner):** Identify and describe the violation and the need for resolution by a specific date. The potential fine is identified, but not imposed at that time. Certified Letter is sent to owner and stored in ABHO (Association of Brazos Harbor Owners) files.
- 3. Written Notification of Fine Letter #2 (Certified Letter to Owner):** Re-state the offense, identify the fine that has been imposed, and the date payment of the fine is due. Certified Letter is sent to owner and stored in ABHO files.

4. **Collection:** If imposed fines are not paid within 30 days of being notified (or date of appeal hearing with Board), the ABHO Board has the option of taking the collection effort to small claims court.
5. **Appeal Process:** Any property owner notified of a CC&R violation may submit one formal appeal to the Board. The appeal can occur at any time after the owner has been notified of the violation, but not later than 30 days after receipt of the ABHO certified letter which imposes a fine. The appeal can be done in one of two ways:
  - a. **Written Appeal:** Send a letter to the ABHO President, 500 Brazos Harbor Dr. Granbury, Tx.76048. The letter will be reviewed by the Board and a disposition will be returned to the property owner via certified letter. Payment of an imposed fine is suspended until after the appeal has been reviewed by the Board. The Board has the right to uphold, reduce or waive the imposed fine.
  - b. **Board Hearing:** At the property owners’ request, a face to face meeting with the Board will be scheduled at everyone’s convenience, but must be held within 30 days of ABHO receipt of the written request for hearing. Payment of an imposed fine is suspended until after the appeal hearing is held. At the conclusion of the requested hearing the Board has the right to uphold, reduce or waive the imposed fine.
6. **Record Keeping:** A written record of verbal conversations, letters, pictures, etc. should be maintained in ABHO records by the Board Secretary. Appeal Hearings will have an audio recording created and kept in Board records.

NOTE: The time between each step in the above process will vary based on the issue. “Reasonable” time must be provided the owner to remedy the issue and/or pay imposed fines.

## ***ARTICLE VI Easements, Setbacks, and Height and Area Regulations*** (Amendment #7 & 7A-2018)

### **Section 1. Easements, Setbacks, Height and Area Restrictions**

	<b>Planned Development Requirements</b>
Building Maximum Height Owner Lots 1 – 28, Tract A & Tract B Owner Lots 29 - 120	20 ft. 22 ft.
Side Yard Interior Lot (Owner Lots 1-28, 102-120, Tract A & Tract B) Interior Lot (Owner Lots 29 – 99) Street Side (Owner Lots 1-28, Tracts A & B) Street Side (Owner Lots 29-120)	5 ft. 2 ft. or minimum easement width if easement is dedicated by plat 5 ft. N/A
Rear Yard (Lake Lot)	5 ft.

Rear Yard (Non-Lake Lot)	2 ft.
<u>Front Yard Setback Lines- All Lots</u>	
<u>RV Covers and Carports</u>	10 ft. or minimum easement width if easement is dedicated by plat
<u>HUD Homes, Recreational Vehicles, Park model</u>	<u>20 ft. from street</u>
<u>Storage Buildings</u>	<u>20 ft. from street</u>
Lot Size	3,500 square feet minimum
Lot Depth	100'
Lot Width	35' front property line
Unit Size	
HUD Code Mfg Home (Owner Lots 1-28, Tracts A & B)	700 sq. ft. minimum
<u>HUD Code Mfg Home (Owner Lots 29-120)</u>	400 sq. ft. minimum/ <u>900 sq. ft.</u> maximum
RV (as defined herein) Owner Lots 29-120)* RVs allowed under MF base district and restricted to Lots 29-120. All other MF uses are prohibited.	N/A
Park Model (Owner Lots 29-120)	380 sq. ft. minimum
Building Coverage	90% of lot area max.
Impervious Coverage	90% of lot area max.
Accessory Buildings & Decks Side Yard	1 ft. or minimum easement width if easement is dedicated by plat
Parking Requirements	Allow carports in lieu of enclosed garages

*Table 1. Easements, Setbacks, Height and Area Restrictions (Granbury City Ordinance 12-529)*

Building Coverage	90% of lot area max.
Impervious Coverage	90% of lot area max.
Accessory Buildings & Decks Side Yard	1 ft. or minimum easement width if easement is dedicated by plat
Parking Requirements	Allow carports in lieu of enclosed garages

*Table 1. Easements, Setbacks, Height and Area Restrictions (Granbury City Ordinance 12-529)*

**Section 2. Installation and Maintenance**

There is hereby created for said easements a right and privilege for ingress and egress in connection with installing, replacing and repairing and maintaining all utilities, including, but not limited to, water (including but not limited to such water lines as Declarant shall deem necessary or appropriate to provide for the irrigation of common areas and non-water front lots from Lake

Granbury), sewer, telephones, electricity, gas and appurtenances thereto. By virtue of said easements, it shall be expressly permissible for the City of Granbury, the Utility Company and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure.

## ***ARTICLE VII Building and Use Restrictions***

### **Section 1. Owners' Lots Tract A, Tract B, One (1) through Twenty Eight (28) (Amendment #4-2015) (Omnibus 2021)**

- a. Only HUD Code Manufactured Homes as defined herein shall be allowed to be located and used as a single-family residence upon Lots Tract A, Tract B, and One (1) through Twenty-Eight (28).
- b. No building or other structure of any kind, including without limitation, dwellings, accessory buildings, garages, fences, walls, retaining walls, sidewalks, steps, awnings, poles or swimming pools, shall be erected, constructed, installed, placed, altered or maintained upon any lot or upon any street adjacent thereto, unless and until complete and detailed plans and specifications therefore, color scheme thereof, if appropriate, and a plot plan showing and fixing the location of such structure with reference to streets and lot lines (and the grading plan, if requested) shall have been first submitted for approval to, and approved in writing by, the Architectural Review Committee.
- c. If the Architectural Review Committee shall disapprove of any plans and specifications, color scheme, plot plan or grading plan submitted for approval, it shall send notice of its disapproval to the person or persons applying for said, approval at the address set forth in the application therefore within thirty (30) days from the date said plans and specifications, color scheme, plot plan and grading plan are presented to the Architectural Review Committee. If notice of disapproval is not so sent, the plans and specifications, color scheme, plot plan or grading plan submitted shall be deemed to have been approved by the Architectural Review Committee in accordance with the provisions of this Sub-paragraph (f).
- d. The approval of the Architectural Review Committee of any plans or specifications, color scheme, plot plan or grading plan submitted for approval for use on any particular lot, shall not be deemed to be a waiver by the Architectural Review Committee of its right to object to any of the features or elements embodied therein if and when the same features or elements are embodied in any subsequent plans and specifications, color scheme, plot plan or grading plan submitted for approval with respect to any other lots.
- e. No building, HUD Code Manufactured Homes, or other structure for which any plans and specifications, color scheme, plot plan have been approved by the Architectural Review Committee shall be erected, constructed, installed, placed, altered or maintained except in strict conformance with said plans and specifications, color scheme, plot plan, and grading plan, such conditions and requirements as the Architectural Review Committee may impose

in connection with its approval of the same. Any deviation from said plans and specifications, color scheme, plot plan or grading plan in such erection, construction, installation, placement, alteration or maintenance shall nullify the approval of the Architectural Review Committee and shall be deemed to have been undertaken without said Committee approval or consent.

f. Construction, placement, and installation of HUD Code Manufactured Homes and Park Models shall be in conformance with applicable federal, state, and local codes and standards, and each manufactured home shall have affixed a seal of the appropriate federal or state department.

g. No recreational vehicles, pickup campers (definition of pickup camper for this amendment refers to any recreational vehicle or RV that may be carried in the bed of a pickup truck), or tent type folding trailers, may be stored upon Owner Lots Tract A, Tract B, and One (1) through Twenty-Eight (28). (Amendment 4c -2015)

**Section 2. Owners' Lots Twenty-Nine (29) through One Hundred Twenty (120)** (Amendment #4e 2018)

a. Only one HUD Code Manufactured Home or Park Model or Recreational Vehicle as defined herein shall be allowed to be maintained or stored upon Owner Lots Twenty-Nine (29) through One Hundred Twenty (120).

b. Only one (1) permissible HUD Code Manufactured House or Park Model or Recreation Vehicle may be located and used as single-family residence on each Lot. Each Owner is entitled to the exclusive possession of his lot, subject to the provisions of this Declaration. Each Owner shall be responsible for the maintenance of his Lot and all improvements and fixtures thereon in good order and repair, and no alterations or improvements may be made on any Lot without the written approval of the Architectural Review Committee.

c. Recreation Vehicle holding tanks or other waste shall not be dumped or deposited of within the Subdivision, except at the sewer risers, provided on each Lot.

d. It is permissible to enclose a portion of the Recreational Vehicle Cover for storage or living space as long as the enclosed area does not exceed 400 square feet.

e. The roof of a cover over a Recreational Vehicle, Park Model, or HUD Code Manufactured House must be gabled and not exceed the maximum height denoted in Table 1 Easements, Setbacks, Height and Area Restrictions (Amendment #4e-2018)

f. Construction, placement, and installation of Code Manufactured Homes and Park Models shall be in conformance with applicable federal, state, and local codes and standards, and each manufactured home shall have affixed a seal of the appropriate federal or state department.

**Section 3. General Restrictions and Regulations (All Lots)** (Amendment #4 b- 2015) (Amendment #4 f and g 2018) (Amendment #4 h, I -2019) and (Amendment 2021 sub-paragraph 3x) (Amendment 2020-1) (Amendment 2021-2a) "Omnibus" HOA Law changes) (Amendment 2024)

All HUD Code Manufactured Homes, Park Models, and Recreational Vehicles as define within, moved in to Brazos Harbor after January 1, 2012 may not be older than 10 years and must be of good condition. The Association's board of directors may waive the 10 year restriction upon application of an owner, provided such waiver is obtained prior to placing the HUD Code Manufactured Home, Park Model or Recreational Vehicle on the owner's lot.

(b) Skirting shall be securely attached between the HUD Code Manufactured home and Park Models and the ground on all sides within thirty days of home installation and thereafter maintained in good condition. Skirting materials shall consist of materials which are compatible with the design of the home and enhance its appearance. Wood, unpainted or untreated corrugated metal, screen or wire, or lattice-type skirting is prohibited. (Amendment #4f- 2018)

c. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. Declarant shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance.

d. No trucks larger than one ton or motor vehicles not currently licensed shall be permitted to be parked on any Lot, or on any street.

e. No repair work, dismantling, or assembling of motor vehicles, boats, ATVs, motorcycles, etc. or other machinery or equipment shall be done or permitted on any Lot within the subdivision except for minor routine maintenance.

f. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited.

g. No animals, other than domesticated dogs, cats or other common household pets (not to exceed (3) adult animals) may be kept on any Lot. Owners are responsible to abide by City Ordinances, control of their pets, and for picking up their animal's droppings throughout subdivision.

h. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as dumping grounds for garbage, trash, junk or other waste matter.

i. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view.

j. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without reasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

k. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

l. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot, or other portion of the Properties.

m. Each residence situated on a Lot shall be connected to the electricity, water and sewer lines as soon as practicable after same are available at the Lot line. Each such service will be separately metered and each such owner will be responsible for the payment of all connection and service charges.

n. Excessively noisy vehicles of any kind, all-terrain vehicles, trail bikes, or motorcycles without adequate mufflers shall not be operated anywhere within the subdivision.

o. No Lot shall be re-subdivided unless approved in writing by the Architecture Committee.

p. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

q. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn anything thereon. Architectural Review Committee and/or the Association, may, at its option without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other things necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof, and each Owner, of any Lot in this subdivision by acceptance of a deed therefore, or the acquisition of title thereto in any manner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay and promise to pay to the Association such charge for lot maintenance. The payment of such lot maintenance charge may be enforced by the exercise of the lien privileges stipulated in Article IV Section 5 hereof.

r. No Lot shall be used, occupied, or display signage for any business, commercial, trade, or

professional purpose either apart from or in connection with the use therefore as a private residence whether for profit or not.

s. Each Lot (including land and improvements) shall be used and occupied exclusively for private (single-family) residential only. No Owner or occupant shall use or occupy a Lot, or permit the same of any part thereof to be used or occupied for any purpose other than a one (1), private single family occupancy by the Owner or his tenant and their families The term "residential use" as used herein shall be held and construed to EXCLUDE hospitals, clinics, apartments houses, duplex houses, garage apartments used for rental apartments, boarding houses, hotels and commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby prohibited

(1s) A "family" as defined by the City of Granbury, is one or more persons related by blood, marriage or adoption or no more than four persons not related by blood, marriage or adoption, occupying a dwelling unit as an individual housekeeping unit. The number of occupants per dwelling, shall not exceed City of Granbury occupancy ordinances.

(2s) A "single family dwelling", as defined by the City of Granbury is a dwelling designed to be occupied by one family. More than one (1) single family occupancy of a lot including land and improvements (dwelling,) is prohibited.

(3s) A House-Guest of an Owner or tenant may reside in an owner or tenant's family residence for up to 180-days. After 180-days, the owner of the property must obtain approval from the Board of Directors in order for the House-Guest to remain for additional days. This amendment does not waive Article VII Section 3 y) which states that Visitors to Brazos Harbor with a camper/RV must park in the driveway of the Association Member visiting or common parking and can stay no longer than three (3) days.

t. Only one (1) storage building that does not exceed one hundred and forty-four (144) square feet may be erected and maintained on any lot. The maximum height of the storage building must not exceed twelve (12) feet. (Amendment #4 g 2018)

u. All wooden steps and all wood accessories must be of good appearance and repair.

v. All doors on underpinning on HUD Coded Manufactured Homes, Park Models and Recreational Vehicles must be kept closed.

w. Any external remodel on a lot after October 2007 will require concrete driveway in place of gravel or grass driveways and approval by the Architecture Review Committee.

x. In order to ensure that no permanent or semi-permanent use of the Lots is made in violation of the stated intent and purpose of this Declaration, each Owner hereby agrees that all rentals of his Lot shall be made through the written notification with the Board of Directors of the

Association. The Association may exercise its full judgment and discretion to ensure that no rentals result in deterioration of the quality of the subdivision. (Amendment #4i- 2019)

(1x) SHORT TERM RENTALS PROHIBITED: Single family residential use prohibits renting any part of the Residential Dwelling, (including any accessory and out buildings) on a Lot to others for less than 6-months (180-days). Vacation rentals, whether thru owners or vacation rental agents such as VRBO, Airbnb or HomeAway, or any and all other transient uses (less than 180-days) are strictly prohibited.

(2x) SEX OFFENDERS: No occupant of any Rental Property may be a person who has been convicted of a sex crime which requires the person to register on the Texas Department of Public Safety's Sex Offender Database.

Association designated ABHO Non-Owner (rental) Forms are required to be completed by the Lot Owner prior to tenant arrival. Non-Owner information will not be shared beyond the need-to-know by an Officer of ABHO for registering the tenant. The required information shall include contact information for all tenant occupant(s) name, phone number, primary residence address, and email address. In addition, the association pursuant to Item (x) above shall request pet information, RV review determining compliance with ABHO regulations, occupancy start date, and length of occupancy. (Amendment 2021) (Note:2020-1 Amendment and 2019 Amendment 4i)

Owners who have reason to believe a breach of sensitive personal information or the sensitive personal information of their non-owner renters (tenants) has been shared by an ABHO officer or appointed representative is entitled to file a legal challenge against the Association following notification to the ABHO of the concern and absence of any remedy.

y. Visitors to Brazos Harbor with a camper/RV must park in the driveway of the Association Member visiting or common parking and can stay no longer than three (3) days. Additionally, no camper, RV, or trailers of any kind may be parked on grass of an Owner's Lot.

z. Flag Poles (Amended 2021-2A) "Omnibus" Texas HOA Law Changes

1. Flag poles may be located in the front yard and/or attached to any portion of the person(s) home. The front yard, is defined as a yard within a lot having a front building setback line with a setback of not less than 15 extending the full width of the lot between the front lot line and the front building setback line;
2. Free standing flag poles in the front yard cannot be any taller than 22 feet;
3. Flags permitted by Texas Law are the US Flag, the Texas Flag, and Flags of the Branches of Service;
4. US & Texas flags must be displayed in accordance with the US/Texas flag code;
5. Flags that are not permitted includes but not limited to, flags with vulgar or obscene language, seasonal flags, and political flags. (Refer to section "hh" CCR, Article VII Building and Use Restrictions, Section 3 General Restrictions and Regulations, subsection "hh" for political item displays);

6. Flag poles attached to the dwelling or fixed structure, (i.e., carport, RV Cover) must be made of long-lasting material and with an appropriate finish that is harmonious with the dwelling or fixed structure;
7. Flags and flag poles comply with applicable zoning ordinances, easements, and setback requirements;
8. Flags and flagpoles must be maintained in good condition and any deteriorated flag or structurally unsafe flagpole be repaired, replaced, or removed;
9. Flags cannot be any larger than 36 x 60 inches;
10. Flags or flag poles may not be installed by any homeowner in any common areas within the subdivision.

aa. Rain barrels are permitted to be placed on the property within close proximity of rain gutters. Rain barrels size may not exceed the size needed to capture 55 gallons. Type, shape, color, placement, and shielding of rain barrels must be approved by the Architecture Control Committee before installing on property.

bb. Solar panels may be used by homeowners. Solar panel manufacturer details, attachment method, placement location and any other associated information must be presented to and approved by the Architecture Control Committee prior to installation.

cc. Storm Shingles of certain materials made to resist wind and hail, provide heating/cooling efficiency, or generate solar energy may be installed by the homeowner. These types of shingles will be allowed provided they resemble other approved shingles in the subdivision, are more durable or of better quality than “normal” shingles, and they match the aesthetics of the property surrounding the owner’s property. Approval must be obtained from the Architecture Control Committee prior to installation.

dd. Lot Owners may display religious items on their property. The religious display may not:

- a) Contain language or graphics patently offensive to a passerby;
- b) Be larger than 25 cumulative square inches in size or
- c) Use a material or color for an entry door that is prohibited by these CCRs
- d) Cannot be attached to a traffic control device, street lamp, fire hydrant, utility sign, utility pole, or utility fixture. (Amendment 2021)

ee. A Lot Owner must obtain a waiver to the 10-year restriction from the Architecture Committee prior to

placing the HUD Code Manufactured House, or Park Model, or Recreational Vehicle on the property.

ff. No property, including streets shall be used in a manner that unreasonably interferes with the provision of sanitation, fire protection, underground utility services, garbage collection or ingress and egress as may be required by applicable City ordinances and regulations. To facilitate drainage, fire protection and garbage collection within the subdivision, all private

interior drives may be used for vehicular access or service to the extent necessary or proper for the provision of such services in accordance with City ordinances.

gg. Property in the subdivision may not be modified or improvement constructed or place thereon so as result in soil conditions, ground water level, drainage, flooding, or topography creates a hazard to property within the subdivision or endangers the health and safety of residents.

hh. Political candidate signs may be posted within 30 days of the election and must be removed within ten (10) days after the election. Signs can only be placed not adjacent to the home, not in Brazos Harbor right of way. Signs may not be larger than two feet by two feet (2x2) and only one sign per candidate per lot. (Amendment 2021)

(sub hh.) No building or other structure of any kind, including without limitations, dwellings, accessory buildings, garages, fences, walls, retaining walls, sidewalks, steps, awnings, poles or swimming pools, shall be erected, constructed, installed, placed, altered, or maintained upon any lot or upon any street adjacent thereto, unless and until complete and detailed plans and specifications therefore, color scheme thereof, if appropriate, and a plot plan showing and fixing the location of such structure with reference to streets and lot lines (and the grading plan, if requested) shall have been first submitted for approval to, and approved in writing by, the *Architectural Review Committee*. (Amendment #4 2015)

ii. If the Architectural Review Committee shall disapprove of any plans and specifications, color scheme, plot plan or grading plan submitted for approval, it shall send notice of its disapproval to the person or persons applying for said approval at the address set forth in the application therefore within thirty (30) days from the date said plans and specifications, color scheme, plot plans and grading plan are presented to the Architectural Review Committee. If the notice of disapproval is not so sent, the plans and specifications, color scheme, plot plan or grading plan submitted shall be deemed to have been approved by the Architectural Review Committee in accordance with the provisions of the Sub-paragraph (ff).

(jj) The approval of the Architectural Review Committee of any plans or specifications, color scheme, plot plan or grading plan submitted for approval for use on any particular lot, shall not be deemed to be a waiver by the Architectural Review Committee of its rights to object to any of the features or elements embodied therein if and when the same features or elements are embodied in any subsequent plans and specifications, color scheme, plot plan or grading plan submitted for approval with respect to any other lots.

(kk) No building, HUD code Manufactured Home, or other structure for which any plans and specifications, color scheme, plot plan or grading plan have been approved by the Architectural Review Committee shall be erected, constructed, installed, placed, altered or maintained except in strict conformance with said plans and specifications, color scheme, plot plan and grading plan, such conditions and requirements as the Architectural Review Committee may impose in connection with its approval of the same. Any deviation from

said plans and specifications, color scheme, plot plan or grading plan, in such erection, construction, installation, placement, alteration or maintenance shall nullify the approval of the Architectural Review Committee and shall be deemed to have been undertaken without said Committee's approval or consent.

(ll) No driveways or roadways may be constructed on any lot to provide access to any adjoining lot or other portion of the properties (Amendment #4b -2015).

(mm) Owners of lots One (1) through Twenty-Eight (28) shall be permitted to park a recreational vehicle on their driveway for a period of Twenty-Four (24) hours for the purpose of loading and unloading. Owners of lots Twenty-Nine (29) through One-Hundred Twenty (120) shall be permitted to park a recreational vehicle in addition to their allowed HUD Manufactured Home, Park Model, or RV on their driveway for a period of Twenty-Four (24) hours for the purpose of loading and unloading. No RV parking will be allowed in the street or on the grass. RV's parked on an owner's driveway must not obstruct visibility for traffic in either direction. The time period will begin when the RV is pulled in the driveway. (Amendment #4d-2015)

(nn) **Rent Property Limit:** A person, WHETHER A NEW OWNER OR AN EXISTING OWNER, may not own more than one Rental Property in Brazos Harbor at a time. A person may live in Brazos Harbor and own one Rental Property in Brazos Harbor, but may not own two or more Rental Properties in Brazos Harbor at the same time. EXCEPT THAT ALL PROPERTIES OWNED PRIOR TO THE FILING OF THIS AMENDMENT SHALL BE GRANDFATHERED SO THAT THE "ONE RENT PROPERTY LIMIT" RESTRICTION WILL NOT APPLY TO THESE PROPERTIES. HOWEVER, AFTER THE FILING OF THIS AMENDMENT, IF A GRANDFATHERED RENTAL PROPERTY SELLS, THE "ONE RENT PROPERTY LIMIT" RESTRICTION WILL IMMEDIATELY APPLY TO THE NEW OWNER(S).

- Related entities, such as corporate-type affiliates and subsidiaries, are counted as one owner.
- Co-owners of a lot are counted as one owner.
- The spouse of an owner is counted with the owner as the same owner.
- Trusts and estates established or controlled by an owner are counted with the owner as one owner." (Amendment 2021)

(oo) "OCCUPANCY- no owner shall rent any part of his lot or residential dwelling, including land and outbuildings, for less than six (6) months period. No lot, including land and improvements, may be subdivided for Rental purposes"

(pp) Stand by electric generators are allowed according to Texas law with the following restrictions.

1. Has to be powered by natural gas LPG, diesel, bio diesel or hydrogen.
2. Must be enclosed in an integral manufacturer supplied sound attenuating enclosure.
3. Has to be connected to the main electrical panel of the residence by a manual or automatic transfer switch.
4. Has to be rated for a generating capacity of 7 kw.
5. All work must be performed by licensed contractors.

6. Fuel lines must follow all applicable health, safety, and building electrical codes.
7. The Lot Owner is required to coordinate with the City of Granbury for any and all permits.

(qq) There shall be only one all-purpose hauling trailer or 4-wheel, secondary utility or sport conveyance of any kind (boat, flatbed, golf, ATV, UTV, etc.) stored on a property for more than seven (7) days. Trailers must be parked in the lot driveway or under an RV cover. No trailer can be stored on grass or anywhere else on property.

## ***ARTICLE VIII The Rights of the City of Granbury***

### **Section 1. RESERVED**

### **Section 2. Right to Hold Liable**

In the event the City of Granbury, Texas, should elect to exercise its enforcement privileges the city shall have the right to hold the Owner and the Association, jointly and severally liable for any and all of the expenses incurred by the City in such enforcement. To that end a right of reimbursement and indemnification shall exist in favor of the City of Granbury for such expenses and there is hereby granted by the Owners, Declarant, the Architectural Review Committee and the Association to the City of Granbury, Texas, the right of reimbursement and indemnification.

### **Section 3. Reimbursement Procedure & Lien**

Any costs of enforcement incurred by the City of Granbury, Texas, shall be submitted by invoice to the Association, for reimbursement. Such invoice is payable in full by the Association upon receipt. The invoice shall specify the work performed so as to allow the Association to be reimbursed by the individual lot owner. Work done by the City, upon the payment in full of the Association, shall be deemed to be work performed by the Association so as to allow the Association the rights granted it in Article IV of these restrictions.

In the event that reimbursement does not occur within ten (10) days after receipt by the Association, a lien shall exist in favor of the City of Granbury to the full extent of and under the provisions of the lien, which exists in favor of the Association as stipulated in Article IV Section 5.

This section shall never be construed to limit in any way the rights and remedies of the City of Granbury, Texas under any ordinances or applicable laws.

### **Section 4. Penalty Provisions**

*Violation of these restrictions may subject a property owner to civil damages as provided by Texas Property Code Section 202.004(c) and may also be the subject of penalty provisions of applicable Ordinances of the City of Granbury.*

## ***ARTICLE IX General Provisions***

### **Section 1. Duration**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any land subject to this

Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns.

### **Section 2. Enforcement**

In addition to other rights of enforcement granted herein the Association or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

### **Section 3. Amendment of Declarations**

These declarations, restrictions and covenants applicable to property within Brazos Harbor subdivision may be amended by a 2/3 vote of the members present and voting (by proxy, absentee ballot or any other authorized means) at a duly called regular or special meeting of the membership the Association of Brazos Harbor Owners at which a quorum is present.

### **Section 4. Interpretation and Primacy of State and Federal Law**

If this Declaration or any word clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and that is consistent with any applicable State or federal law shall govern. In the event any provision of these declarations conflicts with any applicable federal, state or local law (now in effect of hereinafter adopted), the applicable statutory provisions shall prevail.

### **Section 5. Omissions**

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in 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 provision shall be supplied by inference.

### **Section 6. Notices** (Amendment 2021)

Notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Declarant at the time of such mailing. The deadline to respond to a Notice, if a response is required within a specific time, commences from the date the notice is mailed (postmarked).

### **Section 7. Gender and Grammar**

The singular wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individual males or females, shall in all cases be assumed as though in each case fully expressed.

**Section 8. Severability**

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

DRAFT

**ARTICLE X Certification of Adoption**

*IN WITNESS WHEREOF, the undersigned, being the Officers and Board of Directors, of the Association of Brazos Harbor Owners, hereby certify and affirm that a majority vote of the Board of Directors was made adopting the foregoing "BYLAWS" (from amendments: 2013, 2015, 2016, 2019, 2020, 2021 ad 2024) to be applicable to the Brazos Harbor subdivision of Hood County, Texas*

*Executed this \_\_\_ day of \_\_\_\_\_, \_\_\_ by the Board of Directors of the Association of Brazos Harbor Owners.*

\_\_\_\_\_  
*Kim Good, President*

\_\_\_\_\_  
*Karen Dougherty, Vice President*

\_\_\_\_\_  
*Daphne Winberg, Treasurer*

\_\_\_\_\_  
*Linda Montoya, Secretary*

\_\_\_\_\_  
*Vicki Drakes, 5<sup>th</sup> Board*

STATE OF TEXAS  
COUNTY OF HOOD

*This Instrument was acknowledged before me on the \_\_\_\_\_, 2025  
by the Board of Directors of the Association of Brazos Home Owners, a Non-Profit Association.*

\_\_\_\_\_  
*NOTARY PUBLIC, STATE OF TEXAS*