

**Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751**

Instrument Number: 2023-00019098

As

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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Mary Margaret Wright

County Clerk
Henderson County, Texas

Record and Return To:

PARK HARBOR SUBDIVISION
PO BOX 665

EUSTACE, TX 75124



**SIXTH AMENDED AND RESTATED
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
PARK HARBOR SUBDIVISION**

THE STATE OF TEXAS
COUNTY OF HENDERSON

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§

KNOW ALL MEN BY THESE PRESENTS THAT:

This Sixth Amended and Restated Covenants, Conditions, and Restrictions ("Declaration") for Park Harbor Subdivision is made and executed on this 26 day of December, 2023, by a vote by the Owners of at least two-thirds (2/3) of the Lots of the Subdivision, and amends and restates all prior restrictions or covenants of record against the Park Harbor Subdivision as legally described on Exhibit "A", attached here to (the "Property").

RECITALS

WHEREAS the Property is subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property of any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I
Definitions**

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified:

"**Accessory Building**" shall mean any detached building that is subordinate and incidental to the primary residence.

"**Architectural Review Committee**" ("**ARC**") shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

"**Articles**" shall mean the Articles of Incorporation of the Association which was filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

"Assessment" or "Assessments" shall mean such monthly, annual, regular, or special assessments as may be levied by the Corporation under the terms and provisions of the Bylaws or this Declaration.

"Association" shall mean and refer to Park Harbor Property Owners Association, a Texas non-profit corporation, its successors, and assigns.

"Board" shall mean those persons serving as Directors pursuant to the Bylaws and their successors as duly elected and qualified from time to time.

"Bylaws" shall mean the Bylaws of the Association as from time to time amended.

"Common Areas" or "Common Properties" shall mean all real property and improvements owned by the Corporation for the benefit and use of the Members, including, but not limited to, any entry areas, entry gates, road systems, parks, and other recreational facilities (if so designated), pumps, landscaping, sprinkler systems, walkways, parking lots, pipes, wires, conduits, and other public utility lines situated thereon, to the extent not owned by appropriate governmental authorities or by local utility companies.

"Common Expenses" shall mean all costs and expenses, including allocations to reserves, payable by or financial liabilities of the Corporation pursuant to the provisions of this Declaration, the Bylaws or a resolution duly adopted by the Board of Directors. Common Expenses shall include, without limiting the generality of the foregoing, the amounts necessary for maintenance and operation of the Common Areas and any and all other expenses related to the operation thereof.

"Construction Plans" shall mean all facts and information which, in the ARC's sole discretion, it deems relevant to approving an Owner's request for the construction or erection of an Improvement, including:

- (a) A completed ARC construction application;
- (b) Plans and Specifications;
- (c) All necessary permits, including construction and septic, as required by state, regional, and local authorities, and any other governing body (e.g., Tarrant Regional Water District);
- (d) Insurance certificate of the primary contractor as proof of liability insurance and documentation of any construction bonds required by the Owner of the primary contractor; and
- (e) Any other facts and information which, in the ARC's sole discretion, it deems relevant to the approval of the Application.

"Corporation" shall mean the Park Harbor Property Owners Association.

"Declaration" shall mean this instrument, as from time to time amended.

"Improvement" shall mean any new construction or construction of any type other than normal maintenance/repair which in any way alters: (a) the exterior appearance, including the removal, of any structure or appurtenance of every type and kind located on any property which is subject to the terms of the Bylaws and this Declaration or (b) drainage easements or roadway bar ditches, including drainage and driveway culverts.

"Inoperable Equipment" shall mean any kind or type of mechanical equipment that (a) is in non-operating condition for a period exceeding six (6) consecutive months due to damage, removal, malfunction, or inoperability of one or more essential components required to start and operate the equipment for the purposes for which it was manufactured, or (b) is no longer safely usable for the purposes for which it was manufactured. The application of this term may apply to, but is not limited to, equipment such as vehicles, boats, personal watercraft, trailers, lawnmowers, golf carts, and other residential and commercial equipment.

"Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of the Property, together with all Improvements located thereon.

"Manufactured Housing" is a category of housing that shall mean any residential structure: a) constructed or prefabricated primarily or entirely off-site at factories prior to being moved to a Lot where it is set or b) manufactured with steel frame and a fixed axle that is mounted to the underside and designed for or capable of being moved. This meaning shall include, but is not limited to, manufactured homes, mobile homes, trailer houses, prefabricated homes, and modular homes.

"Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

"Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

"Mortgagee" or "Mortgagees" shall mean the holder or holders of any mortgage or mortgages.

"Owner" or "Owners" shall mean and refer to any Person owning fee title to a portion of the Property but does not include any person having an interest in a portion of the Property solely as security for an obligation.

"Park Harbor Policies" shall mean the rules, regulations, and policies adopted by the Board as the same may be amended from time to time.

"Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

"Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, which may include but are not limited: to those indicating the type, purpose, location, size, shape, and configuration of the Improvement; detailed plans and construction drawings and/or photos of the proposed Improvement, to include elevation, floor plans, and foundation plans; a lot plat or drawing showing location of the project with lot lines, easements, and building set back lines; plans related to excavation, grading, drainage, and septic systems; haul routes; landscaping and fencing plans; signage; lighting; basic materials list to include exterior wall material, type of roofing, and driveway materials; specifications on all building products and construction techniques, including samples of exterior colors; plans for utility services; schedule for completion; and all other documentation or information relevant to such Improvement.

"Plat" shall mean the final subdivision plat of any portion of the Property.

"Short-term Rental" or "Vacation Rental" shall mean a residential property or any portion of a residential property that is offered for occupancy by a resident or Owner for less than 31 consecutive days.

"Solar Energy Device" means a system or series of mechanisms designed primarily to provide residential heating or cooling or to produce electrical or mechanical power by collecting and distributing solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. This term does not include a device that uses solar energy to charge internal batteries for area lights, game cameras, deer/fish feeders, etc.

"Subdivision" shall mean the Park Harbor Subdivision and shall refer to property within the area described in **Exhibit "A"** attached hereto, which has been subdivided and shown on a plat of record in the Real Property Records of Henderson County, Texas.

ARTICLE II Park Harbor Property Owners Association

Section 2.1 Organization. The Association is a non-profit corporation under the laws of the State of Texas. The Association has been created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Articles, Bylaws or in this Declaration. In the event of a conflict resulting from inconsistency or interpretation between the provisions set forth in the Bylaws and this Declaration, the Declaration shall govern.

Section 2.2 Voting Rights. For matters related to this Declaration, Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2.3 Powers and Authority. The Association shall have the powers of a Texas non-profit corporation subject only to such limitations upon the exercise of such power as are expressly set forth in the Bylaws and in this Declaration. It shall further have the power 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 granted to it by the laws of Texas. The Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (a) **Rules, Regulations, and Policies.** To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Park Harbor Policies, not in conflict with the Bylaws and this Declaration, as it deems proper covering any and all aspects of its functions.
- (b) **Right of Entry and Enforcement.** To enter, or cause to be entered, at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot thereof for the purpose of enforcing the provisions of this Declaration or for the purpose of maintaining or repairing any area of the Property, easement, Lot, Improvement or other facility to conform to the provisions of this Declaration. The expense incurred by the Association in connection with any such entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon. Such expenses shall be enforced in the same manner and to the same extent as provided for Assessments, including enforcement of a lien upon the Lot entered upon and upon the Improvement thereon.
- (c) **Maintenance and Landscape Authority.** To operate, landscape, maintain, and repair all Common Areas.
- (d) **Construction on Association Property.** To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Review Committee as

provided in this Declaration.

- (e) **Enforcement.** To levy fines and commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the provisions of this Declaration; and to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration.

ARTICLE III Architectural Review Committee

Section 3.1 Purpose. The Architectural Review Committee ("ARC") is the governing authority for the review and approval of Improvements within the Subdivision. The vote of a majority of all the members of the ARC shall constitute an act of the ARC.

When the approval of the ARC is required, it shall consider all the Construction Plans for the Improvement in question and all other facts and information which, in its sole discretion, it considers relevant. The ARC may require an Owner to provide such other information as it deems relevant. The construction thereof may not commence unless and until the ARC has approved such Construction Plans in writing and any other documents required for approval have been received and any other conditions have been met. The approval of the ARC shall not be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Section 3.2 Appointment of Architectural Review . The ARC will consist of no less than three members appointed by the Board. Members of the ARC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. Only members of the Association may serve on the ARC. A person may not be appointed or elected to serve on the ARC if the person is: a current member of the Board, a current Board member's spouse, or a person residing in a current Board member's household.

Section 3.3 Term. Each member of the ARC shall hold office for 2 years or until such time as they have resigned, been removed by the Board, or their successor has been appointed. A member of the ARC may be reappointed for an unlimited number of consecutive terms.

Section 3.4 Adoption of Rules. The ARC may adopt such procedural rules; substantive rules; or rely on historical precedents, not in conflict with the Bylaws or the Declaration except as provided herein, as it may deem necessary or proper for the performance of its duties.

Section 3.5 Variance. The Board, in its sole discretion, and the ARC, upon consultation with and approval by the affirmative vote of a majority of the Board, may grant variances from compliance with any of the provisions of this Declaration, when, in the opinion of the Board, such variance will not impair or detract from the quality of the development of the Property, pose a burden on neighboring owners or the Association, and such variance is justified due to unusual aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

Section 3.6 Work in Progress. The ARC, at its option, may inspect all work in progress to ensure compliance with approved Construction Plans.

ARTICLE IV

Restrictions

For the purpose of providing an orderly development of the entire Subdivision and the preservation of its character as a residential subdivision, and for the further purpose of insuring adequate restrictions and covenants for the protection of all Owners, all of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

Section 4.1 General Restrictions. The Property shall be improved and used solely for single family residential use or for Common Areas. Common Areas may, subject to the approval of the Board, be improved or used for active and passive recreational purposes for the primary benefit of Owners and residents of the Property; provided, however, that, as to any specific areas, the Board may permit other improvements and uses.

Section 4.2 Use of Property. Except for Common Areas, no Lot or any Improvement erected or maintained on any Lot shall be used for:

- (a) Any purpose, other than one single family dwelling unit, not to exceed two stories in height and ARC approved appurtenances. An ARC approved exception can be made for a garage, carport, Accessory Building, or a septic field built on a Lot adjoining a residence, or
- (b) Manufacturing, industrial, business, commercial, institutional, or other non-residential purposes, including renting, sub-leasing, or leasing units as a Short-Term Rental or Vacation Rental.

Section 4.3 Minimum Square Footage. The living area of the residential structure located on any Lot exclusive of porches, decks, garages, and parking facilities, shall be at least 1,100 square feet of air-conditioned living space.

Section 4.4 Approval of Architectural Review Committee. No Improvement shall be constructed upon any of the Property without the prior written approval by the ARC. This includes, but is not limited to, single family dwelling units, Accessory Buildings, storage sheds, arbors, patio covers, decks, room additions, fences, and swimming pools. Permit fees, the applicability of which will be determined by the ARC, will be assessed and payable upon approval of the Construction Plans according to the following schedule:

(a) Accessory Buildings	\$250
(b) New construction of less than 1,800 square feet of air-conditioned living space, major renovations, and in-ground swimming pools	\$500
(c) New Construction of 1,800 square feet and above of air-conditioned living space	\$750

Such permit fees shall be used for road improvements and general road services, including, but not limited to road repairs; road drainage; maintenance of drainage easements and roadway bar ditches; and road signage, all on an as needed basis as determined by the Board.

New construction or remodeling of all structures must be completed within 270 days after starting. The Board may grant an extension for an additional 95 days.

Section 4.5 Repairs. All Improvements upon any of the Property shall at all times be kept in good condition/repair and adequately painted or otherwise maintained by the Owner.

Section 4.6 Manufactured Housing. Manufactured Housing of any nature is not permitted in the Subdivision.

Section 4.7 New Materials. Except with prior written approval of the ARC, only new materials shall be utilized in constructing any structures situated upon a Lot.

Section 4.8 Fences. The construction of any fence shall be subject to the prior written approval of the ARC. No fence higher than four (4) feet shall be placed on any Lot. Fences shall be designed and constructed from materials (c.g., chain link or iron) that preserve open views within the Subdivision. No fence may be constructed nearer to the street than the street-side of the house situated thereon, except for a privacy fence which may be placed as an enclosure around residential equipment that services and is directly connected to the residence (i.e., air conditioning units and propane tanks). For such privacy fencing, the equipment must be situated on a flat, stable surface made of concrete, stone, or composite material and located within two (2) feet of the residence. The privacy fence enclosure is limited in height to five (5) feet and may not extend more than two (2) feet beyond the enclosed equipment.

Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Board.

The Association has established perimeter fencing adjacent to Lots fronting County Road 2813, for which the Association reserves the right of ingress and egress for installing, maintaining, operating, repairing, removing, re-constructing, and/or inspecting such fencing. Owners of Lots adjacent to the fence, being Block 4, Lots 1-6; Block 5, Lots 1-4, Reserve Lot C, Reserve Lot D, and Reserve Lot F are prohibited from damaging, removing, or altering the fence or any part thereof without Board approval and must provide adequate access to the fence and clearance from any object including buildings, fences, landscaping, planted shrubs, trees, and ornament plantings along the established and recognized fence line for the purpose(s) set forth.

Section 4.9 Temporary and Non-Dwelling Structures. No temporary or non-dwelling structure, such as a trailer, bus, shack, garage, barn, portable building shall be used on any Lot or Common Area at any time as a permanent or temporary dwelling. Tents may be used only for temporary backyard camping, not to exceed three (3) consecutive days.

Section 4.10 Recreational Vehicles (RVs), Motor Homes, and Camping/Travel Trailers. RVs, motor homes, and camping/travel trailers shall be, except when in actual use: a) kept in enclosed structures or (b) parked or stored no nearer to the street than the street-side of the house situated thereon. Such equipment may not be used to live in as a residence on a permanent or temporary basis and the locations upon which such equipment is parked or stored must be maintained in a neat and reasonable manner.

Visitors bringing an RV, motor home, or camping/travel trailer into the Subdivision must obtain prior approval from the individual Owner for a period not to exceed seven days. If the stay is to exceed seven days, approval must be received from the Board. The parking of such equipment is restricted to paved or gravel areas of the permitting Owner's property or parked no nearer to the street than the street-side of the house situated thereon and shall at no time be parked in Common Areas or road rights-of-way.

Section 4.11 Accessory Buildings. Accessory Buildings shall be limited to two per Owner and the square footage of the combined Accessory Buildings (excluding detached garages and carports) shall in total not exceed 20% of the first-floor footprint of the primary residence. No Accessory Building may be constructed nearer to the street than the street-side of the house situated thereon.

Section 4.12 Signs and Displays. No signs, displays, or emblems of any kind may be kept or placed on any Lot, including those that are mounted, painted, or attached to any residence, fence, or other Improvement upon such Lot, without permission of the Board, except as provided below:

- (a) Owner identification signs;
- (b) "No Trespassing" signs and builder/contractor signs are permitted during major construction projects but may not be attached to a traffic control device, streetlamp, street sign, fire hydrant, fence, or utility sign, pole, or fixture;
- (c) Two (2) signs of durable painted material containing not more than three (3) square feet of surface area may be displayed for the sale of a residence or unimproved Lot;
- (d) Signs of a religious nature that are motivated by the Owner's or resident's sincere religious belief that does not (or is not):
 - i. Threaten public health and safety;
 - ii. Violate a law other than a law prohibiting the display of religious speech;
 - iii. Contain language, graphics, or any display that is patently offensive to a passerby for reason other than its religious content;
 - iv. Installed on property owned by or maintained by the Association;
 - v. Violate any applicable building line, right-of-way, setback, or easement; or
 - vi. Attached to a traffic control device, streetlamp, street sign, fire hydrant, or utility sign, pole, or fixture.
- (e) The flag of United States of America; the flag of the State of Texas; and an official or replica flag of any branch of the United States armed forces or university.
- (f) Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided the Owner may display only one sign for each candidate or measure and that such sign(s):
 - i. Shall not be erected before ninety (90) days of the date of the election to which they pertain and are removed within ten (10) days after that election date;
 - ii. Shall not be larger than four (4) feet by six (6) feet;
 - iii. Shall be ground-mounted and not be attached in any way to plant material, a traffic control device, a streetlight, a trailer, a vehicle, or any other existing structure or object;
 - iv. Shall not contain roofing materials, siding, paving materials, flora, balloons, lights, or any other similar building, landscaping, or nonstandard decorative component;
 - v. Shall not include the painting of architectural surfaces;
 - vi. Shall not threaten public health or safety, violate a law, or contain language, graphics, or any display that would be offensive to the ordinary person; and
 - vii. Shall not be accompanied by music or other sounds or by streamers or otherwise distracting to motorists.

In addition to the provisions set forth herein, all signs and displays must be in compliance with Tarrant Regional Water District regulations.

Section 4.13 Rental Restrictions.

- (a) A tenant or renter may not sublet all or part of a property.
- (b) No owner, tenant or resident shall rent, sublet, or lease any residential property or any portion of a residential property as a Short-Term Rental or Vacation Rental.
- (c) No owner or tenant shall swap, trade, or otherwise exchange tangible or non-tangible goods where the owner, tenant, or resident receives something in value in order to stay in a residential property in violation of this **Section 4.13**.
- (d) No owner or tenant shall rent, sublet, or lease a residential property in a transient or hotel manner.
- (e) No owner, tenant, or resident shall rent, sublet, or lease a residential property whereby the lease provides an exit clause (whether written, verbal or agreed upon) that is deemed to disguise the intent of a Short-Term Rental or Vacation Rental.
- (f) Leases shall be deemed acceptable that satisfy all provisions of this **Section 4.13** and where agreements between an owner and tenant extend beyond 31 days or in the event of a sale-leaseback where an Owner and buyer have entered into an arrangement that is understood and deemed necessary as part of a closing transaction.
- (g) All other lease arrangements not described herein shall be deemed invalid unless approved by the Board.
- (h) Violation of this **Section 4.13** shall be enforced through fines established by the Board.

Section 4.14 Parking/Storage of Vehicles, Boats, and Equipment.

- a) Vehicles and Boats in Operable Condition. Non-commercial vehicles (including double-axle pick-ups and vans that are used for personal or daily business operations), boats (including personal watercraft and associated trailers), and utility trailers, all of which must be in operating condition, shall be parked or stored, except temporarily: (i) in an enclosed structure, (ii) on a designated driveway that is paved or gravel, or (iii) on the Owner's Lot no nearer to the street than the street-side of the house situated thereon.
- b) Other Equipment. Any residential or commercial equipment, including but not limited to: commercial trailers, graders, trucks (other than double-axle pick-ups and vans that are used for personal or daily business operations), tractors, lawnmowers, and buses, shall be, except when in actual use, kept (i) in an enclosed structure or (ii) on a Lot no nearer to the street than the street-side of the house situated thereon.
- c) Inoperable Equipment. Inoperable Equipment cannot be parked or stored on any Lot within the Property except within an enclosed structure.

The location upon which a vehicle, trailer, or other equipment of any kind is parked or stored must be maintained in a neat and reasonable manner. No such equipment may be parked within road rights-of-way for more than two consecutive nights and must not impede traffic.

Section 4.15 Common Areas. Common Areas will be maintained by the Association. All utilization of Common Areas by Owners, residents, and guests are solely at their own risk. All guests must be accompanied by the Owner/resident or their designee while using any of these facilities. All guests under the age of twelve (12) must be accompanied by an adult.

Section 4.16 Noise. Noise levels within the Property shall be maintained at an acceptable and non-offensive decibel at all times. After 10:00 pm Sunday through Thursday and midnight Friday and Saturday nights, use of the Common Areas and facilities must not create an annoyance or nuisance for other residents.

Section 4.17 Speed Limit. The speed limit in the Subdivision is 20 M.P.H. and must be observed by all means of conveyance.

Section 4.18 Water and Sewer Facilities. All improvements for dwelling purposes must have complete water and sanitation facilities, including, if applicable, septic tanks for sewage disposal. Water and sanitation facilities (for dwelling and non-dwelling purposes) shall be installed and maintained in compliance with all applicable laws, ordinances, and codes from state, regional, and local authorities, and any other governing bodies (e.g., Tarrant Regional Water District).

Section 4.19 Drainage and Driveway Culverts. No objects, including but not limited to buildings, fences, or landscaping, shall be allowed in a drainage easement or roadway bar ditch except as approved by the ARC or Board.

Driveway drainage culverts shall be installed as required by the ARC or Board by the Owner at the Owner's expense. Such drainage culverts must be of sufficient size so as to allow water to flow, at its natural rate at its normal peak level, from one side of the driveway to the other. The Owner is solely responsible for any maintenance necessary so as to prevent the obstruction of water flow, the backing up of water, or impeding or diverting water flow. All driveway culverts must meet the functional/operational requirements and design specifications of Henderson County and any municipality having any jurisdiction over the Property whether such requirements or specifications relate to public or private road rights-of-way. If any driveway culvert is not fully functional/operational or is not in compliance with the minimum specifications set forth herein, the Board reserves the right to remove the culvert in question and/or take any necessary corrective measures, at the Owner's expense, to address drainage, water flow or related concerns.

Irrigation systems using pop-up heads or rotary sprinkler heads must direct flow away from adjacent surfaces made of impervious materials, including, but not limited to structures, streets, wood, concrete, asphalt, pavers, and stones set with mortar. Owners are responsible for managing the direction and volume of water flow from irrigation systems during normal operations and during periods of moisture or rainfall to control runoff to adjacent properties.

Section 4.20 Outdoor Toilets. No outdoor toilets shall be permitted on the Property except as temporarily needed during construction projects or special events, as preapproved by the Board.

Section 4.21 Garbage and Refuse. No garbage, rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render a Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Lot or to its occupants. No Lot shall be used as a dumping ground for garbage, rubbish, water, trash, or other waste unless such refuse is kept in sanitary containers and removed timely by a sanitation company or removed by the owner and taken to an authorized dump or landfill. Burning of household trash or garbage is not permitted on any Lot. All Lots shall be maintained in a clean and sanitary condition.

Section 4.22 Noxious, Offensive, or Illegal Uses. No noxious, offensive, or illegal activity shall be carried out upon any Lot, nor shall any activity or anything be done that may be an annoyance or a nuisance to the neighborhood.

Section 4.23 Maintenance of Lawns, Plantings, and Trees. Grass, weeds, and vegetation, except for planted shrubs, trees, and ornament plantings, on each Lot must be mowed and kept at a maximum height of eight (8) inches so as to maintain the property in a neat and attractive manner. Owners, at all times, are responsible for tree maintenance to (a) prevent personal injury or damage to neighbors' property, including the prompt pruning of trees damaged by storms or other natural causes and the removal of dead or dying trees and (b) provide adequate clearance over roads and other areas where vehicles and foot traffic will not be impeded. Grass clippings, yard waste, and any other lawn maintenance residue should be kept off the roads and out of and away from drainage easements and roadway bar ditches. Failure of any Owner to properly maintain their property in a safe, clean, and sanitary condition or in a neat and attractive manner shall constitute a violation of these restrictions and may result in the Board electing to take necessary action to correct violations at the cost of the Owner.

Section 4.24 Animals.

- (a) No animals of an exotic nature, livestock or poultry of any kind may be kept or raised on any Lot, except dogs and cats. No animals are to be raised or bred for commercial purposes on any Lot.
- (b) All household pets must be properly vaccinated with a rabies vaccine licensed for use in that species of animal by the U.S. Department of Agriculture and administered by a veterinarian licensed to practice in the State of Texas.
- (c) Dogs and cats shall not be allowed to be a nuisance to other Owners or residents.
- (d) Owners, tenants, and guests owning dogs are required to keep all dogs restrained by leash or secured by a restraint or enclosure that is reasonably designed to confine a dog taking into account the size, strength, agility, age, and history of the dog. Dogs are not allowed to run loose within the Subdivision.
- (e) Dangerous dogs are not allowed in the Subdivision. Dangerous dogs mean any dog that:
 - i. Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept, or
 - ii. Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.
- (f) No Owner or resident shall have more than two pets per household. An Owner or resident may apply to the Board for written permission to keep more than two pets per household. The Board shall not unreasonably withhold permission nor withdraw earlier granted permission for an Owner or resident to keep more than two pets per household, provided the Owner is current on all assessments and not otherwise in default under the terms of the Bylaws or this Declaration.

Section 4.25 Subdividing. No Lot shall be divided or further subdivided.

Section 4.26 Easements and Rights-of-Way. Easements for the installation and maintenance of utilities and drainage facilities are reserved across the front five (5) feet and the rear five (5) feet of the width of each Lot and for five (5) feet along the side of each Lot. No structure other than fences shall be erected within any easement or road right-a-way.

Section 4.27 Building Setbacks. No structure shall be located on any Lot nearer than ten (10) feet from the street-side property line.

Section 4.28 Utilities. Property owners shall use whatever utilities are provided in the Subdivision and shall in no case provide water, gas, or electric for private purposes without the written permission of the Board. Any propane tanks should be buried or reasonably hidden from view.

Section 4.29 Solar Energy Devices. The construction of any Solar Energy Device shall be subject to the prior written consent of the ARC. A Solar Energy Device may only be located on a Lot in which a single-family residential house is located. No such device may be installed that violates a law or threatens the public health and safety.

A Solar Energy Device may be mounted on the roof of a house, provided that it (a) does not extend higher than or beyond the roofline and (b) conforms to the slope of the roof and has a top edge that is parallel to the roofline. A Solar Energy Device may be located in a fenced yard or patio, provided that such device is not taller than the fencing.

The Board or the ARC may withhold approval for the installation of a Solar Energy Device if it determines in writing that placement of the device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making this determination, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

Section 4.30 Hazardous Activities. No activities shall be conducted on the Property or within or upon any Improvements that are constructed on the Property which are unsafe or hazardous to any person or property or that violates any federal, state or county statutes or ordinances or those of any other governing body (e.g., Tarrant Regional Water District). No open fires shall be lighted or permitted except within safe and well-designed fireplaces, fire pits, or otherwise contained, and no open fire shall be left unattended by the Owner.

Section 4.31 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the ARC, provided that such waiver shall be only for the reasonable period of such construction.

Section 4.32 Construction Conditions and Requirements. During any construction process:

- (a) The construction or site preparation of any Improvement may not commence unless and until written approval has been given of the Construction Plans by the ARC and all applicable fees have been paid.
- (b) The Owner will be liable for any and all damages to neighboring properties, in addition to any and all specific damages, as determined by the ARC, to roads, gates, rights-of-way, drainage easements, culverts, bar ditches, or Common Areas, caused by the Owner or the Owner's contractors and/or their employees, suppliers, delivery contractors, or any other person employed or associated with the Owner in relation to the Improvement.
- (c) Trash and debris will be contained in appropriate receptacles or removed from the site on a regular basis. If the ARC determines that any Owner is not complying with this rule, in the ARC's sole discretion, the ARC shall have the right to assess a fine, in an amount as determined

by the Board, for each day that the problem is not remedied after three (3) days written notice from the ARC.

- (d) Contractors and services companies, except those working solely on the interior of a residence, may have restricted hours of work on-site during weekdays, weekends, and holidays, as determined by the ARC. Emergency access for service or repair is allowed at any time.

Section 4.33 Special Conditions. Residential dwellings, Accessory Buildings, and their associated design elements constructed on a Lot located within the Subdivision that was approved in writing, or identified by the ARC as being in compliance with the Declaration at the time of construction is hereby considered not to be in violation of this Declaration, provided such Improvements do not threaten public health or safety; do not violate a law, ordinance or code from state, regional, and local authorities, and any other governing bodies (e.g., Tarrant Regional Water District); could not be used as a denial of an insurance claim; are kept in proper repair, appearance, and function in a manner consistent with this Declaration; and are subject to the following:

- (a) If any such residential dwelling or Accessory Building is replaced or undergoes major renovation (as determined by the ARC), the replacement and all design elements must adhere to this Declaration, as may be amended from time to time, and the guidelines and standards in force by the ARC at the time of replacement or major renovation.
- (b) If the replacement or major renovation/repair of a residential dwelling or Accessory Building is the direct result of a catastrophic event such as fire, explosion, or an act of God, such Improvement is allowed to be rebuilt in a manner consistent with its preexisting size and shape.
- (c) The approval of any construction pertaining to **Sections 4.33(a) and 4.33(b)** shall be made by application in accordance with the process, procedure, and approval requirements of an Improvement as provided in **Article III**.

Nothing in this **Section 4.33** shall be construed or interpreted to waive or amend any of the terms and provisions of the Declaration applicable to the Lots for any purpose except as to the particular property and in the particular instance described by this **Section 4.33**, and any such specific circumstances shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

Section 4.34 Compliance. Each Owner shall comply strictly with the foregoing restrictions as the same may be amended from time to time. Failure to comply with the terms set forth herein shall subject an Owner to the assessment of fines and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

ARTICLE V Funds and Assessments

The Board shall establish a segregated fund(s) on behalf of the Association into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under the Bylaws and this Declaration. The funds of the Association must be used solely for purposes authorized by the Bylaws and this Declaration, as each may from time to time be amended.

Section 5.1 Regular Assessments. Prior to the beginning of each fiscal year, the Board shall: (1) estimate annual Common Expenses to be incurred by the Association in performing its functions under the Bylaws and this Declaration, including a reasonable provision for contingencies, (2) estimate the amount

of Assessments to be collected, and (3) assess adequacy of reserves which shall include reasonable amounts to be credited, allocated or accumulated for replacement of those Common Area improvements or facilities that require replacement, renovation or rehabilitation periodically. Assessments sufficient to pay such estimated expenses and provide such reserves shall then be levied as herein provided and referred to as Regular Assessments.

- (a) Membership Dues. Membership dues of \$325.00 per year, shall be assessed against each Owner to be used for the general operation of the Association, including but not limited to: the maintenance, management, insurance, cleaning, sanitation, renewal, replacement, improvement, and care and upkeep of the Common Areas and all property, real, or personal of the Corporation; and the cost of enforcing the covenants, conditions, and restrictions contained in this Declaration. No Owner, regardless of the number of Lots owned, shall be liable for more than \$325.00 per year in membership dues. An Owner purchasing property in the Subdivision during any calendar year, resulting in a new membership into the Association, shall pay prorated dues at the rate of \$27.08 per month times the number of full months remaining in the calendar year effective on the first day of the month following the date of purchase and upon receipt of statement from the Park Harbor Property Owners Association.
- (b) Road Assessments. Road assessments of \$50.00 per year for each Lot owned shall be assessed against each Owner to be used for road improvements and general road services, including, but not limited to road repairs; road drainage; maintenance of drainage easements and roadway bar ditches; and road signage, all on an as needed basis as determined by the Board.

The Board, acting on behalf of the Association, reserves the right to adjust the amount of Regular Assessments, subject to the affirmative vote of at least 59 percent of the total votes allocated to Owners entitled to vote as provided in **Section 2.2**. Any adjustment in Regular Assessments shall be effective the next calendar year following such affirmative vote.

All Regular Assessments shall be due and payable to the Association on or before January 31st of each calendar year.

Section 5.2 Special Assessments. In addition to Regular Assessments provided for above, the Board, subject to the terms of the Bylaws, may levy Special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association.

Section 5.3 Owner's Personal Obligation for Payment of Assessments. The Regular and Special Assessments provided for herein shall be the personal and individual debt of the Owner covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any Assessments (including Permitted Charges as provided in **Section 7.1**), the Owner may be obligated to pay interest on delinquent Assessments at the highest rate allowed by law (or if there is no such highest rate then at the rate up to eighteen percent (18%) per annum), but in no event higher than any applicable usury laws then in effect on the amount of such Assessments from the due date thereof together with all costs and expenses of collection, including reasonable attorney's fees.

Section 5.4 Assessment Lien. All sums assessed in the manner provided in this Article and those assessed in the manner provided in Permitted Charges (**Section 7.1**) but unpaid, shall, together with interest thereon and the cost of collection thereof, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot and all Improvements thereon covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be prior to any declaration of homestead and superior to all other liens and charges against the said Lot, except only for:

- (a) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (b) All liens secured by amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record, prior to the date any Assessment became due and payable; and
- (c) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to, or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above-listed liens.

ARTICLE VI Property Rights and Easements

Section 6.1 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies 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 Property, 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 Improvement. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

Section 6.2 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the Architectural Review Committee.

Section 6.3 Surface Areas. Each Owner shall maintain the surface area of all road rights-of-way and roadway bar ditches situated within the Subdivision that abuts the Owner's Lot, all easements located within the Owner's Lot, and all Improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting shrubbery, trees, lawns, or flowers.

Section 6.4 Owners' Easements of Enjoyment of Common Properties. Each Owner shall have an easement of use and enjoyment in and to all Common Properties which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (a) The right of the Association to suspend the Owner's right to use the Common Properties for any period during which any Assessment against such Owner or the Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the Bylaws, this Declaration, or the rules and regulations of the Association;

- (b) The right of the Association to: (1) grant and reserve easements, leases, rights, or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose; (2) dispose of, sell, dedicate or transfer all or any part of the Common Properties; or (3) to borrow money for the purpose of improving the Common Properties and, in furtherance thereof, to mortgage the Common Properties, all in accordance with the Articles and Bylaws;
- (c) The right of the Association to make reasonable rules and regulations regarding the use of the Common Properties and any facilities thereon; and
- (d) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE VII Enforcement Policy

Section 7.1 Permitted Charges. The Association shall have the authority to assess admission fees, other fees, fines, and other charges to include but not limited to: the cost of filing and releasing notices of claims of liens; late payment penalties and interest on delinquent accounts; fines for failure to comply with the terms of this Declaration; expenses incurred by the Association in connection to Right of Entry and Enforcement (**Section 2.3(b)**); charges of collection agencies and attorneys involved in the collection of amounts owed to the Association; or any other charges by means provided for or permitted by the Articles of Incorporation, this Declaration, the Bylaws, at law or in equity, all of which shall be referred to as Permitted Charges, the terms and conditions of which may be set by a resolution of the Board. Permitted Charges levied against an Owner shall, to the extent allowed by law, be added to and become part of the annual Assessment. Such amounts shall be due immediately and shall be secured by the lien, if any, that secures the annual Assessment.

Section 7.2. Violations. The invalidation of any provision or covenant herein shall not affect or impair the other provisions and covenants which shall remain in full force and effect. Violation of any of the covenants and restrictions shall not affect or impair any mortgage or other lien against any property. If any person shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for the Association or any person owning property in the Subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any restriction or covenant, either to prevent said person or persons from so doing and or to correct said violation or proposed violation and/or to recover damages or other relief for such violation or proposed violation. Enforcement of the restrictions and covenants shall be a proceeding at law or in the equity by the Association or any Owner of any Lot against any person or persons violating or attempting to violate any restriction or covenant, either to restrain a violation or to recover damages from the violation.

ARTICLE VIII Miscellaneous

Section 8.1 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2053, unless amended as herein provided. After December 31, 2053, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by the affirmative vote of at least 59 percent of the total votes allocated to Owners entitled to vote as provided in **Section 2.2**.

Section 8.2 Amendment. This Declaration may be amended by the recording in the Real Property Records of Henderson County, Texas of an instrument executed and acknowledged by the President or

Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Owners of at least 59 percent of the total votes allocated to Owners entitled to vote as provided in **Section 2.2**.

Section 8.3 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association, as shown on the records of the Associations. Such address may be changed from time to time by notice in writing given by such person to the Association.

Section 8.4 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 8.5 Enforcement and Non-Waiver.

- (a) **Right of Enforcement.** Except as otherwise provided herein, any Owner at his or her own expense, and/or the Board shall have the right to enforce all of the provisions of the Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (b) **Non-Waiver.** The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.
- (c) **Liens.** The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

Section 8.6 Construction.

- (a) **Restrictions Severable.** The provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (b) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (c) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

Approved by the affirmative vote by the Owners of at least two-thirds (2/3) of the Lots in the Subdivision on November 18, 2023 and executed by the undersigned Secretary of the Corporation on November 17, 2023, attesting to the affirmative vote of the Owners.

Francis Edward Miller

Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 24 day of December, 2023, by Francis Edward Miller Secretary of Park Harbor Property Owners Association.

Cari Lookabaugh

Notary Public for the State of Texas

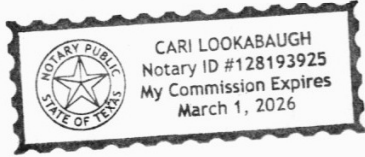


EXHIBIT A
Legal Description

Park Harbor, a subdivision of Henderson County, Texas, according to the Plat thereof recorded in Volume 6, Page 21 of the Plat Records of Henderson County, Texas

**Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751**

Instrument Number: 2023-00019099

As

Recorded On: 12/26/2023 02:15 PM **Recordings - Land**

Parties: PARK HARBOR PROPERTY OWNERS ASSOCIATION

To: PUBLIC

Number of Pages: 3 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 26.00

File Information:

Document Number: 2023-00019099

Receipt Number: 2023-22637

Recorded Date/Time: 12/26/2023 02:15 PM

Recorded By: Janice Hankins

*******DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Mary Margaret Wright

County Clerk
Henderson County, Texas

Record and Return To:

PARK HARBOR SUBDIVISION
PO BOX 665

EUSTACE, TX 75124



**PARK HARBOR PROPERTY OWNERS ASSOCIATION
MANAGEMENT CERTIFICATE**
As required by Section 209.004, Texas Property Code

1. **Name of the subdivision:** Park Harbor Subdivision
2. **Name of the association:** Park Harbor Property Owners Association
3. **Recording data for the subdivision:**
 - a. Plat recorded in Volume 6, Page 21 of the Plat Records of Henderson County, Texas.
4. **Recording data for the declarations:**
 - a. Sixth Amended and Restated Covenants, Conditions, and Restrictions recorded in the Official Records of Henderson County, Texas. Document number: 2023-00019098
 - b. Amended and Restated Bylaws recorded in the Official Records of Henderson County, Texas. Document number: 2022-00021827
5. **Name and mailing address of the Association:** Park Harbor Property Owners Association, P.O. 665, Eustace, Texas 75124
6. **Contact information for the Association's designated representative:**

Charlene Mason, President
7275 Park View Dr.
Eustace, Tx 75124
Tel: 903-681-7501 email: charlenemason77@yahoo.com
7. **Website where all dedicatory instruments are available:**

www.parkharborpoa.com
8. **Fees charged by the Association relating to property transfer in the subdivision:**

Transfer Fee: \$100.00
Resale Certificate Fee: \$375.00

SIGNED this 24 day of December, 2023

Park Harbor Property Owners Association

By: [Signature]

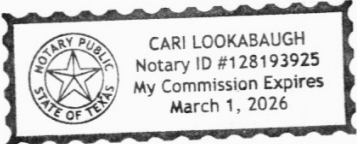
Name: F.E. Miller

Title: Secretary POA

AFTER RECORDING RETURN TO:
Eddie Miller
831 Elgin Court
Rockwall, Tx 75032

THE STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 24 day of December 2023, by Francis Edward Miller Secretary of Park Harbor Property Owners Association.



[Signature]
Notary Public for the State of Texas