

**FIRST AMENDMENT TO THE**  
**2022 RESTATED AND AMENDED HOLIDAY SHORES**  
**RESTRICTIONS AND BYLAWS**  
**SUBDIVISION NO. 2 - HOLIDAY HARBOR SECTION NOS. 7, 8, 9**

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

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

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

WHEREAS a majority of the Members/Owners of HOLIDAY SHORES SUBDIVISION TWO HOLIDAY HARBOR SECTIONS 7, 8 and 9 have decided to amend the 2022 Amended Restrictions (and the 2022 Bylaws) with this First Amendment to the 2022 Restated and Amended Holiday Shores Restrictions and Bylaws Subdivision No. 2 - Holiday Harbor Section Nos. 7, 8 and 9 ("**First Amendment to 2022 Restrictions and Bylaws**"); and

WHEREAS, the duly adopted First Amendment to the 2022 Bylaws are attached hereto as Exhibit "A" and is effective upon the recording of this document; and

NOW, THEREFORE, the Members of Holiday Harbor Community Association, Inc., at a special meeting of Members/Owners held on February 18, 2023, at which a quorum was present, and by a majority vote of the Members of Holiday Harbor Community Association, Inc., voting in favor of this **First Amendment to 2022 Restrictions and Bylaws**, have adopted and hereby file the following amendments as described below.

104 | 57

## RESTRICTION AMENDMENTS

### RESTRICTION AMENDMENT #1

**Article 1, Architectural Control: 1.00: First Sentence currently reads as follows:**

**1.00** All Lots in HOLIDAY SHORES SUBDIVISION TWO HOLIDAY HARBOR SECTIONS SEVEN, EIGHT and NINE shall be known and designated as "residential Lots" and shall be used for single family residential purposes only; except Reserve Areas 900-A, 900-B, 900-D and existing breakwater areas.

**Article 1, Architectural Control: 1.00: First Sentence is hereby amended to read as follows:**

**1.00** All Lots in HOLIDAY SHORES SUBDIVISION TWO HOLIDAY HARBOR SECTIONS SEVEN, EIGHT and NINE shall be known and designated as "residential Lots" and shall be used for single family residential purposes only; except Reserve Areas 900-A, 900-B, 900-D and existing breakwater areas that was retained by the developer and assigned to individuals with full and complete authority and control of all said reserve areas.

### RESTRICTION AMENDMENT #2

**Article 1, Architectural Control: 1.01: Last Sentence currently reads as follows:**

**1.01** No privacy fence shall be erected without prior Board of Directors approval.

**Article I, Architectural Control: 1.01: Last Sentence is hereby AMENDED to read as follows:**

**1.01** No privacy fence shall be erected without prior Committee approval.

### RESTRICTION AMENDMENT #3

**Article 1, Architectural Control: 1.05: Second Sentence currently reads as follows:**

**1.05** Storage buildings may be allowed, subject to all of the requirements specified in paragraphs 1.01 and 1.04, as well as a maximum size limitation of 100 square feet and must have Committee approval.

**Article 1, Architectural Control: 1.05: Second Sentence is hereby AMENDED to read as follows:**

**1.05** Storage buildings may be allowed, subject to all of the requirements specified in paragraphs 1.01 and 1.04, as well as a maximum size limitation of 150 square feet and must have Committee approval.

**RESTRICTION AMENDMENT #4****Article 1, Architectural Control: 1.10: Last Sentence currently reads as follows:**

1.10 Construction permit or application must be obtained from the TRA and HHCA before any construction may begin on all waterfront and non-waterfront Lots.

**Article 1, Architectural Control: 1.10: Last Sentence is hereby AMENDED to read as follows:**

1.10 Construction permit or application must be obtained from HHCA or the Committee before any construction may begin on all waterfront and non-waterfront Lots. Building permits are required by San Jacinto County.

**RESTRICTION AMENDMENT #5****Article I, Architectural Control: 1.12: Last Sentence is hereby ADDED to read as follows:**

1.12 In harbor areas other than canals, tight areas, and lots listed above, front access boat houses can extrude 28 feet beyond fee taking line. All structures beyond fee taking line must be permitted by TRA.

**RESTRICTION AMENDMENT #6****Article 1, Architectural Control: 1.13: 1.13 is hereby ADDED to read as follows:**

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

**RESTRICTION AMENDMENT #7****Article 1, Architectural Control: 1.14: 1.14 is hereby ADDED to read as follows:**

1.14 Culverts must be used for driveways and walks. The drainage structures under private driveways shall have a net drainage opening of sufficient size to permit free flow of water without back water and the size is to be determined by the Commissioner at the County Precinct. Exceptions to this restriction can be granted upon written petition and approval by the Board of Directors. Before installation, permission must be obtained in writing, as to size and location from the Committee or County Commissioner.

**RESTRICTION AMENDMENT #8**

**Article 2, Use Restrictions: 2.01: 2.01 is hereby REMOVED in its entirety.**

**RESTRICTION AMENDMENT #9**

**Article 2, Use Restrictions: 2.02: 2.02 through 2.08 are hereby RENUMBERED and AMENDED as follows:**

- 2.01** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- 2.02** No animals, livestock or poultry of any kind shall be raised, bred or kept by a Property Owner, except that dogs and cats (not to exceed two of any category) may be kept provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Property Owner regardless of the number of Lots owned.
- 2.03** The Owners of all Lots in this subdivision shall, at all times, keep all weeds and grass thereon cut (18" average with a maximum of 24") in a sanitary, healthful and attractive manner. No Lot or portion of any Lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building). All Lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses. Refrigerators and other large appliances shall not be placed outdoors. No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property. Each Lot Owner shall be responsible for disposing of all their trash, garbage and rubbish. In the event of default on the part of the Owner of any Lot in this subdivision in observing any of the above requirements, HHCA, its successors or assigns, may, without liability to the Owner, in trespass or otherwise, enter upon said Lot, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may bill the Owner of same for the cost of such work. Prior to such entry and correction of the restriction violation, the Owners shall be given thirty (30) day notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the Owner and HHCA, HHCA shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and HHCA shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction. The Owner agrees by the purchase or occupancy of any Lot in this subdivision to pay such invoice immediately upon receipt thereof and further agrees that HHCA, its successors or assigns, shall be entitled, but not limited, to enforce its rights to collect said sums, attorney's fees and costs incurred in the collection of said sums by non-judicial foreclosure. This covenant shall constitute a request and authorization, by each Lot Owner, for HHCA, its successors or assigns, to furnish labor and/or materials hereunder.

**Article 2, Use Restrictions: 2.03: Last Sentence of 2.03 is ADDED as follows:**

Rubbish of any kind deposited into the waters of Lake Livingston in a flagrant manner is a violation of Section 10 A (104) of the Texas River Authority (TRA) Ordinance O-20AAAA.

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

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

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

**2.07** On all residential Lots, no used appliances, inoperable motor vehicles (including tractors, backhoes and other industrial vehicles), inoperable recreational vehicles, inoperable motorcycles, inoperable off-road vehicles and inoperable boats shall be stored, parked, or placed on any Lot. "Inoperable" shall be defined as any boat or vehicle which does not have a current valid license tag and state inspection sticker affixed thereon where required by state law. This clause is not to be interpreted as restricting any Lot Owner from storing such used appliances, inoperable motor vehicles, inoperable recreational vehicles, inoperable motorcycles or other inoperable off-road vehicles or inoperable boats from being stored, parked or placed in the Lot Owner's garage. Variations from these requirements, as to storage of inoperable motor vehicles or inoperable boats, may be granted by HHCA, its successors or assigns, upon petition and approval of HHCA's Board of Directors and upon such variations being ratified, in writing, by all abutting Property Owners.

**RESTRICTION AMENDMENT #10**

**Article 3, Maintenance Fee: 3.00: Last Sentence of 3.00 currently reads as follows:**

**3.00** The amount of the maintenance fee following the first year shall be set at a Regular or Special meeting of the membership and must be approved by a majority vote of the Property Owners, in person or by proxy, with each Lot entitled to one (1) vote for each Lot owned in the Subdivision.

**Article 3, Maintenance Fee: 3.00: Last Sentence of 3.00 is hereby AMENDED to read as follows:**

**3.00** The amount of the maintenance fee following the first year shall be set at a Regular or Special meeting of the membership and must be approved by fifty-five (55%) of the Property Owners, by accepted Methods of Voting, with each Voting Member entitled to one (1) vote regardless of the number of Lots owned in the Subdivision.

**RESTRICTION AMENDMENT #11**

**Article 3, Maintenance Fee: 3.03: 3.03 currently reads as follows:**

**3.03** The maintenance fee shall be used for the purpose of building, maintaining and operating the parks, boat launching facilities (i.e. the boat ramp), Association Common Property, docks, swimming pool, tennis court, basketball court, pavilion, recreational areas, and bathrooms, disposing of garbage, rubbish, or doing any other thing necessary or desirable to keep the property neat, clean, and in good order, as deemed necessary in the opinion of HHCA, its successors or assigns.

**Article 3, Maintenance Fee: 3.03: 3.03 is hereby AMENDED to read as follows:**

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

**RESTRICTION AMENDMENT #12**

**Article 4, Enforcement and General Provisions: 4.03: Last Sentence currently reads as follows:**

**4.03** Voting in person, proxy or absentee ballot pursuant to the Texas Property Code, is permitted.

**Article 4, Enforcement and General Provisions: 4.03: Last Sentence is hereby AMENDED to read as follows:**

**4.03** Voting in person, proxy, absentee ballot or electronic ballot or electronic mail pursuant to the Texas Property Code 209.00592, is permitted.

**RESTRICTION AMENDMENT #13****Article 4, Enforcement and General Provisions: 4.04: First Sentence currently reads as follows:**

4.04 The members of Holiday Harbor Community Association shall have the right at any time to amend these deed restrictions by majority vote of the Members/Owners in the Subdivision with each owner having one vote for each and every Lot owned in the Subdivision.

**Article 4, Enforcement and General Provisions: 4.04: First Sentence is hereby AMENDED to read as follows:**

4.04 The members of Holiday Harbor Community Association shall have the right at any time to amend these deed restrictions by fifty-five (55%) vote of the Members/Owners in the Subdivision with each Member/Owner having one vote regardless of the number of Lots owned in the subdivision.

**RESTRICTION AMENDMENT #14****Article 5, Holiday Harbor Community Association, Inc: 5.02: 5.02 currently reads as follows:**

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

**Article 5, Enforcement and General Provisions: 5.02: 5.02 is hereby CORRECTED to read as follows:**

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

**RESTRICTION AMENDMENT #15****Article 5, Holiday Harbor Community Association, Inc: 5.03: 5.03 currently reads as follows:**

6.03 HHCA shall own and control certain real property which shall be known as the Association's Common Property.

**Article 5, Enforcement and General Provisions: 5.03: 5.03 is hereby CORRECTED and AMENDED to read as follows:**

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

20232593

**RESTRICTION AMENDMENT #16****Article 6, Holiday Harbor Boat Ramp: Article 6 is ADDED as follows:****ARTICLE 6**  
**HOLIDAY HARBOR BOAT RAMP**

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

Being Lots Nine Hundred-D (900-D) and Nine Hundred-D2 (900-D2) in HOLIDAY HARBOR SECTION SEVEN (7) OF HOLIDAY SHORES SUBDIVISION TWO (2), a subdivision in San Jacinto County, Texas, as shown by the map or plat thereof recorded in Volume 44, Page 731 of the Official Public Records of San Jacinto County, Texas and shown by the replat of Reserve 900-D recorded under Clerk's File No. 05-3424, Page 14737 of the Official Public Records of San Jacinto County, Texas ("Boat Ramp").

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

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

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

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

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



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

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

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

VERIFICATION OF ADOPTION

The undersigned authorities hereby certify and verify that this First Amendment to 2022 Restrictions and Bylaws were duly approved and adopted by a majority of votes of the Members of Holiday Harbor Community Association, Inc., voting in favor of the First Amendment to 2022 Restrictions and Bylaws at a special meeting of Members/Owners, duly noticed at which a quorum was present on the 18th day of February, 2023.

HOLIDAY HARBOR COMMUNITY ASSOCIATION, INC.

By: Sherril L. Nelius  
SHERRI L. NELIUS

By: Dennis S. Gay  
DENNIS GAY

By: Darrell S. Doyle  
DARRELL DOYLE

THE STATE OF TEXAS

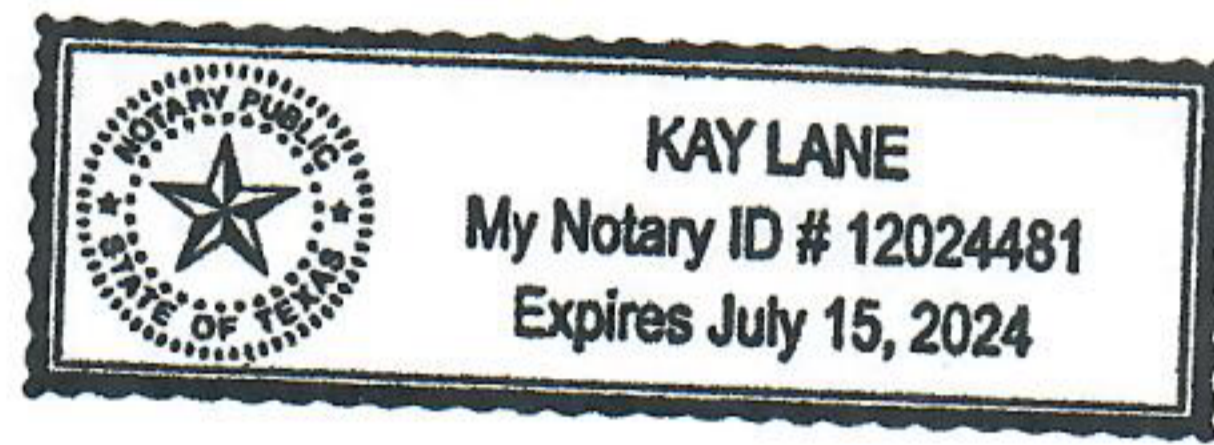
§  
§  
§

COUNTY OF SAN JACINTO

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2023, by SHERRI L. NELIUS, as an initial director on behalf of Holiday Harbor Community Association, Inc.

*Kay Lane*

Notary Public in and for the State of Texas



THE STATE OF TEXAS

§  
§

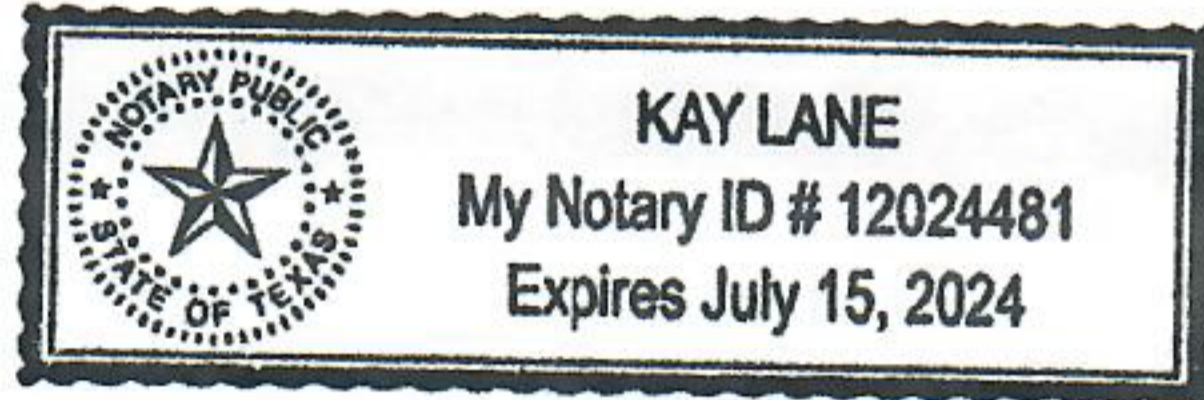
COUNTY OF SAN JACINTO

§

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2023, by DENNIS GAY, as an initial director on behalf of Holiday Harbor Community Association, Inc.

*Kay Lane*

Notary Public in and for the State of Texas



THE STATE OF TEXAS

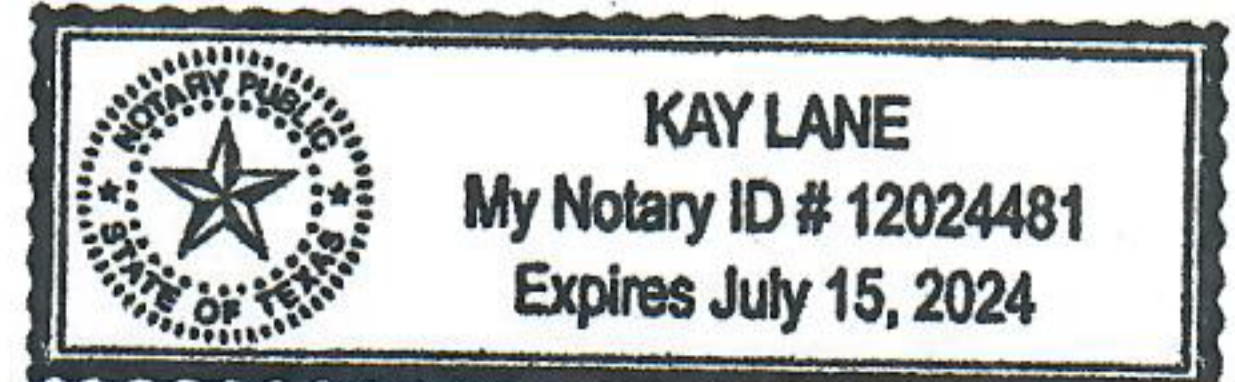
§  
§  
§

COUNTY OF SAN JACINTO

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2023, by DARRELL DOYLE, as an initial director on behalf of Holiday Harbor Community Association, Inc.

*Kay Lane*

Notary Public in and for the State of Texas



20232593

13080

Filed for Record in:  
San Jacinto County

On: May 10, 2023 at 01:24P

As a  
Recordings

Document Number: 20232593

Amount 57.00

Receipt Number - 60257

By,  
Dawn Wright

STATE OF TEXAS  
COUNTY OF SAN JACINTO  
I, Dawn Wright hereby certify that this  
instrument was filed in number sequence on the date  
and time hereon by me, and was duly recorded in the  
OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas  
as stamped hereon by me on

May 10, 2023

Dawn Wright, County Clerk  
San Jacinto County, Texas