

**PINE HARBOR OWNERS ASSOCIATION  
SUBDIVISION RULES, REGULATIONS & RESTRICTIONS  
FOR ALL SECTIONS A - J**

49 VOL: 938 PG: 709

1. There shall be established an Architectural Control Committee composed of members appointed by the Board of Directors to protect the owners of lots against such improper use of lots to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to insure the highest and best development of property; to secure and maintain proper setbacks from streets and adequate free spaces between structures.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Pine Harbor Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

2. Subject to the provisions of numbered paragraphs 8 and 9 hereof, the following lots shall be designated as permanent and/or temporary camping lots only, and no building shall be erected or maintained thereon other than a tool storage building (minimum floor area of 80 square feet) or a private boathouse for the sole use of the purchaser of such lots.  
Section B, Lots 345 thru 519  
Section C, Lots 2 thru 80, 124, 125, 170 thru 347 and 389 thru 424

Subject to the provisions of numbered paragraphs 8 and 9 hereof the following lots shall be designated as commercial and/or residential lots:

Section F, Lots 1 thru 25 and 90 thru 124

Section H, Lots 37 thru 61 and 384 thru 417

All other lots hereunder are restricted to use for single-family residential purposes only, and no building shall be erected or maintained thereon other than a private residence, a tool storage building, a private garage and a private boathouse for the sole use of the purchaser of such lot. There shall be permitted, on any lot, a private residential structure if used in conjunction with a mobile home, a travel trailer or a motor home.

3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick, and inside structural material, if such use is approved in writing by the Architectural Control Committee) and (ii) no tar paper type roof or siding materials will be used on any structure without written approval of the Architectural Control Committee, and (iii) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.
4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior and roofing materials, and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee with existing structures, with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval; the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot.

5. Fences shall be permitted to extend to the side and back lot lines and to no less than five (5) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions.
6. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot line" and "rear lot line", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than ten (10) feet.
7. Farm animals or birds, other than household pets, shall be contained on any lot in appropriate cages. No free range farm animals and/or chickens.
8. Subject to the remaining provisions of this paragraph, no outbuilding other than a private boathouse, garage, or storage building of size hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping shall be permitted on all lots and shall be limited to use of campers, travel trailers, motor homes, tents, and other camping shelter, which shall be of good appearance and in good repair and approved in writing by the Architectural Control Committee. Tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than 24 consecutive hours. Mobile homes may be placed and used on all lots. Mobile homes must be approved, in writing, by the Architectural Control Committee. No mobile home may be occupied prior to the installation of an approved septic tank or other approved sewage disposal system. A septic tank system may be constructed only if it complies with the requirements of the Health Department of the State of Texas and of the local authorities having jurisdiction. The purchaser of each lot shall keep same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the undersigned or its successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by the lot purchaser to the undersigned or its successors or assigns. This cost and expense shall be secured by a lien on the lot so involved upon the undersigned, its successors or assigns recording with the County Clerk, Marion County, Texas, its certificate to such effect and certifying to the amount of such cost and expense.
9. Easements are reserved along and within 5 feet of the side and rear lines of all lots and along and within 10 feet of the street lines of all lots. Said easements established in the next preceding sentence are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utilities. Easements are reserved along and within 10 feet of all lot lines for employees of said utilities to cut down and/or trim any trees or shrubbery which at any time may interfere or threaten to interfere with the operation or maintenance of such lines. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lines of all lots" and "rear lines of all lots", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables or cross arms carried by such pole lines pass over some portion of said lots not within the easement as long as such lines do not hinder the construction of buildings on any lots hereunder.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 8, 11 and 14 hereof shall not apply thereto.

10. No outside toilet or privy shall be erected or maintained on any lot. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform to the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. Neither sewage nor effluent shall be disposed of upon, in, or under any lot except into a septic tank or other approved system meeting the aforesaid requirements.
11. **Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items of materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.**
12. Subject to the remaining provisions of this paragraph, as to each lot hereunder an assessment is hereby made of \$50.00 per year with respect to one (1) lot. All additional lots will be assessed at \$10.00 for each additional lot owned in Pine Harbor Subdivision owned by the same person(s). Each rental property shall be assessed at fifty dollars (\$50.00) base rate per family dwelling and ten dollars (\$10.00) for each additional lot per each rental property. The assessment will be made to the owner of the property. A member is not considered currently paid until all fees, additional assessments, rental fees and late charges are paid in full. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements in Pine Harbor Subdivision, and for any other uses approved by the Board of Directors of Pine Harbor Owners Association, it being understood that said swimming pools, parks, and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guests. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor.  
After the last Friday in September 1983, members in Pine Harbor Owners Association may elect, by a majority vote of the members present at a meeting of members duly convened, to increase such assessments.
13. No lot, with the undersigned being the seller thereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.
14. Water wells must follow State guidelines and must be approved by the Board of Directors before drilling.
15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Pine Harbor Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other fees for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.

Notwithstanding any other provision hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

- 16. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.
- 17. Property owners must comply with State and County rules/laws regarding shots, housing and cruelty to animals. Any dog/cat/pet which comes to be a nuisance or problem to any member, resident or guest in Pine Harbor, the animal will be subject to removal to Harrison County Dog Pound after one (1) warning to the pet owner. Any animal that bites or attacks any person or other pet will be removed immediately without notification to the owner.  
  
Definition of "Nuisance." Any pet that repeatedly causes a nuisance to any person, other pet or causes property damage i.e. barking dogs, free running dogs posing a threat, chasing and/or creating a problem to people, children, or bicycles, etc. threatening, attacking, destruction of property, etc. The pet owner will be notified to control or restrain the pet one (1) time, after which time the incident occurs again, the pet will be removed and taken to a dog pound without notice to the pet owner (with the exception of a biting animal, in such case these animals will be taken without notice to the dog pound).
- 18. A garage sale can consist of a "sale" that can continue for a seven (7) day period during each quarter or season of the year. This is four (4) sales per year. After that, a "Garage Sale" is considered a business and must comply with commercial zoning and state taxes and reporting. A garage sale that lasts only three (3) days then ends is considered a full term sale and has completely used their "Sale" period for the quarter.
- 19. Off road vehicles cannot be operated by minors on any Pine Harbor roads, private or county. Drivers must not exceed 15 mph. No more than 2 riders at one time, one of which must be a licensed driver over 18 years of age.

(The "undersigned" hereinabove referred to is Pine Harbor Owners Association)

ACKNOWLEDGEMENT

WE the undersigned do accept the Rules, Regulations & Restrictions as read on this the 9<sup>th</sup> day of January 2017.

*Cheryl L. Vager*  
Cheryl L. Vager Chairman

*Angie Swinford*  
Angie Swinford Vice Chairman

*Pamela K. Mox*  
Pamela K. Mox Sec/Treasurer

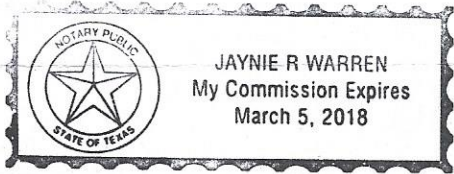
*Joe Edwards*  
Joe Edwards Maintenance Supervisor

*Marie Dunn*  
Marie Dunn Architectural Control

STATE OF TEXAS  
COUNTY OF MARION

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Cheryl Viger, Anger Swinford, Pamela Mox, Joe Edwards and Marie Dunn, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Board of Directors of Pine Harbor Owners Association, who acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as their own free and voluntary act and deed and as the free and voluntary act and deed of Pine Harbor Owners Association, a Corporation organized and existing in the laws of the State of Texas.

This instrument was acknowledged before me on the 9<sup>th</sup> day of January, 2017.



*Jaynie R Warren*  
Jaynie R. Warren, Notary Public in and for  
The State of Texas

My Commission expires March 5, 2018

STATE OF TEXAS COUNTY OF MARION FILED FOR RECORD  
I hereby certify that this instrument was filed on Jan 11, 2017 02:49P  
the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Marion County, Texas as stamped hereon by me. OFFICIAL PUBLIC RECORDS VICKIE SMITH,  
COUNTY CLERK  
MARION COUNTY, TEXAS

Jan 11, 2017 02:49P

VICKIE SMITH, COUNTY CLERK  
MARION COUNTY, TEXAS

By:

Kim Wise  
DEPUTY