



SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF
HARBORVIEW

This Second Amendment to Condominium Declaration of Harborview Condominium (the "Second Amendment") is made this 22 day of September, 2020, by Harbor PK Partners, LLC, a Texas limited liability company (the "Declarant").

RECITALS

A. On September 4, 2020, Declarant filed the Declaration of Condominium for the Harborview Condominium (the "Declaration") in the Real Property Records of Palo Pinto County, Texas, with the Document Number 2020-00004935.

B. On September 17, 2020, Declarant filed the First Amendment to the Condominium Declaration (the "First Amendment")(the Declaration and First Amendment are collectively referred to herein as the "Declaration Documents").

C. The First Amendment contains provisions that need to be changed due to mistakes. Pursuant to Section 13 of the Declaration, Declarant has the right to amend the Declaration.

D. These changes to the Declaration Documents are necessary to promote the sale and financing of the Units in the Condominium.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby amends the Declaration for a second time in the following respects:

1. Section 20 (a)(1) of the Declaration is amended to delete provisions and now read:

“(1) Lease; Fractional or Time Share. A Unit Owner may lease a Unit without approval of the Board of Directors. No Condominium Unit or portion thereof shall be used or sold on a “fractional” or “time-share” basis. During the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use, Common Elements, the Limited Common Elements, or the Condominium Association Property, except as a guest of another Unit Owner or of the lessee, or as landlord to enforce its rights (including access to the Unit) as landlord pursuant to Chapter 92 of the Texas Property Code. A Unit Owner (other than the Declarant) intending to accept a bona fide offer to lease his or her Condominium Unit or any interest therein shall give to the Board of Directors written notice of his or her intention to execute such lease together with the name and address of the intended lessee, an executed copy of the lease and other information as the Board of Directors may reasonably require. Every lease shall contain a clause (i) informing tenant that the lease and the occupancy of the Condominium Unit is subject to this Declaration, and (ii) prohibiting assignment and subletting without the prior consent of the Board of Directors.”

2. Section 23 of the Declaration is amended to delete provisions and now read:

“23. **Declarant's Rights.** Declarant, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted portion of the Condominium Property to any of the residents of the Condominium, while such uncompleted portion of the Condominium Property is under construction and development. No Unit Owner or his or her guests, or invitees shall in any way interfere or hamper Declarant, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as Declarant, its successors or assigns, owns any Units within the Condominium Property and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by Declarant, its successors or agents.

(b) An easement for pedestrian traffic over, through and across halls, lobbies, center cores, streets, roads, and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, as may be necessary for Declarant, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to any other part of the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit not owned by Declarant its successors or assigns, or any Limited Common Element appurtenant thereto.

(c) To the extent and only if permitted by the Condominium Act, and at all times while Declarant owns any Unit or any other real property interest in the Condominium or for such lesser time as may be permitted by the Condominium Act, Declarant reserves, as a part of the “Special Declarant Rights” (as defined in the Condominium Act) the following rights: (i) to make and record corrections to the Survey and Plot Plan to conform the same to the actual location of all improvements to the Condominium Property, including the actual size and location of the Units, Garages, Carports and/or the proper designation of the elements of the improvements as Units, General Common Elements or Limited Common Elements; (ii) to establish, vacate, relocate and use the Easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the Institutional Mortgagee of any such Unit; (iii) to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Condominium Association; (iv) have and use an easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Units or as may be reasonably necessary for the exercise of any “Special Declarant Rights” (as defined in the Condominium Act) or the performance of any obligations of the Declarant; and (v) exercise any “Development Rights” (as defined in the Condominium Act). Declarant’s Development Rights are further described in Exhibit “F” attached hereto.

(d) Working Capital Fund.

(1) Each Owner shall, at the time such Owner purchases a Unit from Declarant, contribute an amount to the Condominium Association equal to the Initial Working Capital Contribution to be held in an account for the future working capital needs or any unforeseen expenses of the Condominium Association as determined by the Board of Directors (the "Working Capital Fund"). Such amount shall be a contribution of working capital to the Condominium Association and shall not be considered as an advance payment of the Monthly Assessment.

(2) Anyone who purchases a Unit from Declarant after Declarant has made the Initial Working Capital Contribution with respect to such Unit, shall at the time of such purchase, in lieu of the obligation set forth in subparagraph (a) hereof, reimburse Declarant for the Initial Working Capital Contribution which Declarant made on behalf of such Unit.

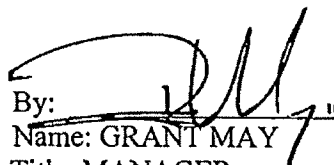
(3) Any purchaser of a Unit from a Unit Owner other than Declarant shall contribute an amount to the Condominium Association equal to the Initial Working Capital Contribution. Such amount shall be a contribution of working capital to the Condominium Association and shall not be considered as an advance payment of Monthly Assessments.

(4) No portion of the Working Capital Fund shall be used to pay operational expenses until such time as the Declarant Control period has expired."

4. Unless expressly amended herein, all other provisions of the Declaration Documents are hereby re-affirmed and shall remain in full force and effect.

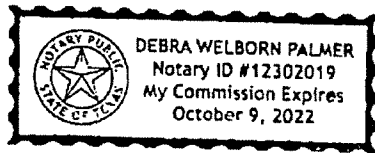
IN WITNESS WHEREOF, Declarant has executed this Second Amendment on this 22nd day of September, 2020.

Harbor PK Partners, L.L.C.,
a Texas limited liability company

By: 
Name: GRANT MAY
Title: MANAGER

STATE OF TEXAS §
§
COUNTY OF PALO PINTO §

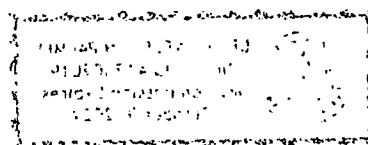
The foregoing instrument was acknowledged before me this 22nd day of September, 2020, by Grant N. Ray, as manager of HARBOR PK PARTNERS, LLC, a Texas limited liability company, on behalf of the partnership.



Debra Welborn Palmer
Notary Public for the State of Texas

Print Name Debra Palmer Welborn

My Commission Expires 10/9/22



**CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Janette K. Green Palo Pinto County Clerk
Palo Pinto County, TX
09/25/2020 03:42 PM
Fee: \$38.00
2020-00005373 AMD



THIRD AMENDMENT TO CONDOMINIUM DECLARATION OF
HARBORVIEW CONDOMINIUM

This Third Amendment to Condominium Declaration of Harborview Condominium (the "Third Amendment") is made this 24 day of September, 2020, by Harbor PK Partners, LLC, a Texas limited liability company (the "Declarant").

RECITALS

A. On September 4, 2020, Declarant filed the Declaration of Condominium for the Harborview Condominium (the "Declaration") in the Real Property Records of Palo Pinto County, Texas, with the Document Number 2020-00004935.

B. On September ~~17th~~, 2020, Declarant filed the Corrected First Amendment to the Condominium Declaration (the "First Amendment"). On September ~~22nd~~, 2020, Declarant filed the Second Amendment to the Condominium Declaration (the "Second Amendment") (the Declaration, Corrected First Amendment and the Second Amendment are collectively referred to herein as the "Declaration Documents").

C. The Declaration Documents incorrectly reference a "Master Declaration" and "Master Association" in several location; however, the Harborview Condominium is not subject to any other Declaration, Association or other Covenants, Conditions and Restrictions other than the Declaration Documents.

D. Accordingly, the Declarant desires to change the Declaration Documents to remove any references to any other Declaration or Association.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby amends the Declaration Documents for a third time in the following respects:

1. The definition of "Controllable Condominium Costs" in Section 2 of the Declaration is amended to delete the current definition, and replace it with:

"Controllable Condominium Costs" shall mean all Common Expenses other than (i) unavoidable or unexpected expenses, and (ii) expenses attributable to the costs of utilities, taxes, insurance, costs allocated under Section 5.11 of the Master Declaration and costs of compliance with governmental regulations."

2. Section 6(e) of the Declaration is amended to delete the current provision and replace it with:

"(e) Restrictions, Reservations and Easements of Record. The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof."

3. Section 6(i) of the Declaration is amended to delete the current provision and replace it with:

“(i) Easements Granted by Declarant. The Real Property being submitted to condominium ownership is subject to and benefited by the terms and provisions of certain easements granted or to be granted by Declarant to provide for the efficient operation of the Condominium and that have been granted for the benefit of the Condominium, the Unit Owners, and the Declarant. These easements or future easements are described as follows:

- (1) Declarant has an easement to use any streets and roads within the Condominium Property.
- (2) Easements across all portions of the Condominium Property for ingress and egress and installing, repairing, and replacing utilities which service any part of the Harborview Property or the amenities adjacent thereto.
- (3) Each owner of a residential unit in the Harborview Property has right of ingress and egress through streets and roads of the Condominium Property for ingress and egress to such owner’s unit or lot.
- (4) The Association has an easement through streets and roadways within the Condominium Property to exercise its rights and perform its obligations under the Declaration.
- (5) Police, sheriff, fire protection, ambulance and similar emergency agencies have right of ingress and egress throughout streets and roadways of the Condominium Property.”

4. Section 15(b) of the Declaration is hereby amended to delete the current provision and replace it with:

“(b) Common Expenses shall include, but not be limited to, costs and expenses incurred or expended by the Condominium Association for operation, maintenance and management of the Condominium Property, assessments payable or allocable to the Condominium Association or the Condominium Property by any person or association for the maintenance, repair and/or replacement of improvements benefiting the Condominium Property or any part thereof, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Units individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Paragraph 18, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Condominium Association, maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Units deemed

necessary to protect the Common Elements and if properly chargeable to the individual Unit Owner concerned the Condominium Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utilities and water used in common for the benefit of the Condominium or if not separately metered for each Unit and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements, internet connection with, cable television, satellite television, liability incurred by the Condominium Association in connection with the enforcement of its rights and duties against the Members or others, the creation of reasonable contingency or reserve requirements for the protection of the Members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies), and all other expenses declared by the Board of Directors to be Common Expenses from time to time, and any and all other sums due from the Condominium Association under any agreement, lease, contract or undertaking for recreational facilities. Until such time as Declarant Control of the Condominium shall have terminated, the Condominium Association's reserves and the Unit Owner's Working Capital Contributions may not be used for payment of operational expenses of the Condominium."

5. Section 22(p) of the Declaration is hereby amended to delete the current provision and replace it with:

"(p) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers, car citizen band (CB), amateur band (ham) antennas, or satellite dishes shall be permitted except to the extent expressly permitted under the Declaration and as approved by the Board of Directors and the Association in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Association."

6. The Declaration Documents are amended to add a new Section 33 that states:

"33. **The Harbor at Possum Kingdom.** Members of the Condominium Association shall have no right of access to the community known as "The Harbor at Possum Kingdom" or the right to use any amenities located inside The Harbor at Possum Kingdom or any other amenities owned or controlled by the Hill Country Harbor Owners Association, Inc., the Hill Country Harbor Condominium Association, Inc., the Pointe at Hill Country Harbor Owner's Association and/or any other condominium or property owners' association. The Harborview Condominium, the Unit Owners and the Declarant and Condominium Property are not subject to or governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Hill Country Harbor and all amendments thereto; the Declaration of Covenants, Conditions and Restrictions for the Pointe at Hill Country Harbor and all amendments thereto; the Condominium Declaration for the Hill Country Harbor Condominium and all amendments thereto."

7. Unless expressly amended herein, all other provisions of the Declaration Documents are hereby re-affirmed and shall remain in full force and effect.

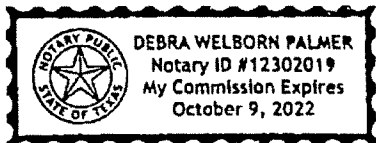
IN WITNESS WHEREOF, Declarant has executed this Third Amendment on this 24 day of September, 2020.

Harbor PK Partners, L.L.C.,
a Texas limited liability company

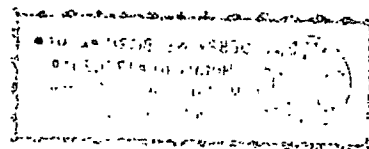
By: [Signature]
Name: GRANT MAY
Title: MANAGER

STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

The foregoing instrument was acknowledged before me this 24th day of September, 2020, by Grant May, as manager of HARBOR PK PARTNERS, LLC, a Texas limited liability company, on behalf of the partnership.



[Signature]
Notary Public for the State of Texas
Print Name Debra Welborn Palmer
My Commission Expires: 10/9/2022



**CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Handwritten signature of Janette K. Green.

Janette K. Green Palo Pinto County Clerk
Palo Pinto County, TX
09/24/2020 01:31 PM
Fee: \$38.00
2020-00005311 AMD
B: OR V: 2336 P: 740