

BY - LAWS
OF THE
HOLIDAY HARBOR
IMPROVEMENT
ASSOCIATION

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ADOPTED IN 1964

REVISED :

JULY, 1981
JULY, 1998
JULY, 2000
JULY, 2004
JANUARY, 2006
JUNE, 2007

**BY - LAWS
OF THE
HOLIDAY HARBOR IMPROVEMENT ASSOCIATION
ADOPTED AS OF JUNE, 2007**

ARTICLE I - NAME

The name of this organization shall be **HOLIDAY HARBOR IMPROVEMENT ASSOCIATION** (herein after referred to as the "Association"). It shall include Lots 1 through 56 and Reserves 1 and 2 in Phase 1 and includes a Re-Plat of Reserve 1 and Lots 1 and 2 called Lewis Point Subdivision which was recorded on ,2006 in Plat File No. of the Plat Records of Matagorda County, Texas and also includes Lots 57 through 106 and Reserves 3 and 4 in Phase 2 and includes a Re-Plat titled Holiday Harbor Subdivision No. 2 which was recorded on August 15, 2006 in Plat File No. 441-A of the Plat Records of Matagorda County, Texas and all other areas designated as Boat Load Area or Boat Trailer Park Area as indicated on the original Recorded Plat titled "Plat of Holiday Harbor Subdivision" Matagorda County, Texas which was recorded on May 25, 1964 in Volume 4, Page 12 of the Matagorda County Map Records. Holiday Harbor Subdivision is located in the Ira Ingram Survey. The development is intended for Single Family Residential use only.

ARTICLE II - PURPOSE

It shall be the sole purpose of the "Association" to form a means by which the residents may work together to improve and maintain the health, safety and welfare of the single family residential subdivision.

ARTICLE III - OBJECTIVE OF BY - LA WS

These By-Laws are intended to improve communications and avoid misunderstandings among the membership concerning business affairs of the "Association". In effect, these By-Laws, as approved by the membership, shall form a set of "ground rules" by which the "Association" shall handle its business. All members should be familiar with the provisions of the By-Laws.

ARTICLE IV - MEMBERSHIP

- SECTION 1:** Anyone who currently owns property in the Holiday Harbor Subdivision including all areas as stated above in "Article 1 - Name" as indicated on the original recorded plat titled "Plat of Holiday Harbor Subdivision" Matagorda County, Texas which was recorded on May 25, 1964 in volume 4, page 12 of the Matagorda County Map Records and any subsequent Re-Plats as shown above and on file in the Matagorda County Courthouse for any properties located within the Subdivision.
1. Has paid the appropriate Fees. (See Attachment No.1, "Holiday Harbor Improvement Association, Roadway and Water Tap Fee Schedule")
 2. Has access from the Road Right of Way, a water connection or both.
 3. Participates in additional Special Assessments as established by the "Association".
 4. Is current in their "Association" Dues and / or Special Assessments is considered a Member in Good Standing

SECTION 2:

New Residents joining the "Association" shall be considered NEW MEMBERS. They shall pay the appropriate fees shall as shown on Attachment No. 1, Holiday Harbor Improvement Association, Roadway and Water Tap Fee Schedule. After the appropriate fee(s) have been received said New Member shall have the same rights, privileges and responsibilities as the Charter Members, provided they abide by these By - Laws.

SECTION 3:

Only property owners as stated in "Article 1 - Name" in Holiday Harbor Subdivision, shall be eligible to become a Member of the Association.

SECTION 4:

Any Member in Good Standing in the "Association" who sells his / her property will advise the new owner of the "Association" and provide the new owner with a set of By-Laws, etc., when the property changes ownership. The New Owner, under the above conditions automatically becomes a qualified member, with no additional fees to be paid other than the current maintenance fee and future assessments and fees. Previous owner is not entitled to any reimbursement of accrued money from any fees or assessments collected nor the original membership fee.

ARTICLE V - OFFICERS:

SECTION 1:

The elected officers of the "Association" shall consist of a General Manager, Secretary-Treasurer and a Board of Directors consisting of five (5) members.

The Officers shall be elected as follows:

- General Manager for a period of one (1) year
- Secretary - Treasurer for a period of one (1) year

The Board of Directors (5) shall be elected as follows:

- Three (3) Directors for a period of two (2) years, and
- Two (2) Directors for a period of one (1) year

All officers shall go into office the first week of August, following their election.

SECTION 2 :

Duties of the Officers:

GENERAL MANAGER: The General Manager has the responsibility of directing the business of the "Association". He will specifically:

- 1.) Call Special "Association" meetings as needed.
- 2.) Preside at General Meetings .
- 3.) Call meetings of the Board of Directors as necessary.
- 4.) Approve Non-Routine Expenditures (not exceeding \$1000.00) of Association funds.

SECRETARY - TREASURER: It shall be the duty of this officer to provide the following:

- 1.) Handle minutes of all General Meetings.
- 2.) Notify Membership of all meetings (date, time and place, etc.).
- 3.) Keep adequate bookkeeping records of all monies belonging to Holiday Harbors Improvement Association.
- 4.) Furnish a financial statement periodically to inform members of business transactions.
- 5.) Mail out Maintenance Bills every 6 months.
- 6.) Deposit all money received into the "Associations" Bank Account
- 7.) Pay all bills due by the "Association".
- 8.) Insure safe custody and accountability for any funds entrusted to the "Association"

The General Manager and Secretary-Treasurer will also sign checks for expenditures for the "Association". All checks will require both signatures of the General Manager and Secretary-Treasurer.

BOARD OF DIRECTORS: It is difficult and impractical to call a meeting of the "Association" as a whole to consider routine business. The Board of Directors will therefore meet with the General Manager as necessary to provide guidance and counsel. A quorum will consist of 5 of the 7 Members (5 Board of Directors, General Manager and Secretary-Treasurer). A simple overall majority vote will be required on any business brought before the Board for consideration.

SECTION 3: Officers will be elected from floor nominations at the General Meeting.

ARTICLE VI - ASSESSMENTS:

SECTION 1: All members of the Holiday Harbor Improvement Association, as stated in "Article 1 - Names" shall be assessed Operation and Maintenance Fees as established by these By-Laws. The fees will be determined by the Board of Directors based on current operating and maintenance expenses and will be agreed upon by a simple overall majority of residents in Good Standing within the "Association". Each member will be billed semi-annually. The Board of Directors will review these fees annually and present any changes (if necessary) to the members at the annual General Meeting for approval. Adequate notice shall be given members so that a special effort may be made by each member to attend the General Meeting. Best effort will also be made to send and collect a yes / no response ballot from all members.

In the event of major indebtedness, the Board of Directors will present to all the members of the "Association" a proposal for a Special Assessment. The proposal will identify the problem and offer a resolution to the problem along with the associated costs per member. A simple overall majority of all owners must agree to the Special Assessment prior to the problem being resolved.

SECTION 2 :

Any costs associated with any Special Assessments associated with repairs, dredging and/or maintenance of the existing canal will be at the sole expense of the property owners adjacent to the canal. Any costs associated with any erosion control/stabilization of slopes by the Reserve at the entrance, the well site or at the end of the road right of way on the east side of the subdivision between Reserve 2 and 3 will be the responsibility of all residents.

SECTION 3:

Any member becoming delinquent for a period of six (6) months in paying either the regular monthly dues and / or any special assessment approved by the majority of members will be subject to having their water facilities disconnected from the main line. A Registered Letter, Return Receipt Requested will be sent to the member. It will include a notice giving the member thirty (30) Days to correct the delinquency unless previous arrangements have been made and are approved by the Board of Directors. All past due fees and / or assessments must be paid in full along with a reconnect fee of six hundred dollars (\$600.00). This will be required to reinstate the delinquent account and return the member to a good standing status with all voting privileges.

ARTICLE VII - WITHDRAWAL:

In the event a property owner desires to terminate ownership and participation in the Holiday Harbor Improvement Association, they shall automatically forfeit their initial membership fee plus any subsequent maintenance fees paid. Their water connection will be disconnected and NO REFUNDS SHALL BE MADE UNDER ANY CIRCUMSTANCES. Should property be sold to another individual after membership has been forfeited said NEW OWNER shall be required to join and pay the fee as shown on Attachment No.1, Holiday Harbor Improvement Association, Roadway and Water Tap Fee Schedule. It shall be the responsibility of the SELLER to advise the NEW OWNER of the "Association" and its requirements.

ARTICLE VIII - AMENDMENTS:

These By-Laws may be amended by filing with the Secretary a proposed amendment for membership consideration 30 days before any "Association" meeting is convened.

The Secretary shall arrange to have amendment proposals in the hands of the membership at least 15 days prior to said meeting. A Quorum shall consist of a simple overall majority of the members.

Amendments shall require a simple overall majority vote of the Holiday Harbor Improvement Association Members.

ARTICLE IX - CANAL ACCESS :

Canal access shall be given to only the owners of the properties adjacent to the existing canal. Lots 57 through 106 and Reserves 3 and 4 and all other areas as stated in "Article 1 - Name" will have no access to the canal and should respect the rights of the canal residents and not trespass on their property to use their piers, bulk heading or ramps

ARTICLE IX - RULES OF CONDUCT:

The Holiday Harbor Improvement Association has adopted the following guidelines to ensure the safety and welfare of any individual entering the property and all items will be enforced.

- Observe a 15 m.p.h. or less Speed limit at all times
- Any and all firearms (including pellet and BB guns) are banned from being used on the property, with the exception for protection.
- Fireworks are banned from being used on the property.
- There will be a 10:00 p.m. excessive noise / sound curfew in the development.
- Boats to be operated at an idle with no wake at all times in the canal.
- Road access is not to be blocked by any vehicle, boat or other obtrusive object.
- No trespassing on any neighbors property, including loading or unloading boats from a neighbors ramp and / or fishing from other docks or bulk heading without the property owners permission.
- No obscene language to be heard in public.
- No urination in public.
- No parking outside your own property or in the street. All vehicles are subject to towing at owners expense.
- No parking allowed in the Right of Way.
- Maintain your property (i.e. cut grass, painting, maintain piers and bulkheads, etc.)

ARTICLE X – WATER and SEWER AVAILABILITY:

Prior to any undeveloped tracts of land or lots being purchased and / or developed within the Holiday Harbor Subdivision, Owner / Purchaser of property shall notify the Holiday Harbor Improvement Association (HHIA) Board of Directors to discuss the availability of water and all the appropriate fees associated with the water system to serve the improvements on said lots / tracts. All improvements to the property shall be approved by the HHIA Board of Directors prior to purchase and also prior to any construction commencing. All improvements on the property shall be done in accordance with all the current Building Code rules and regulations of both the State of Texas and Matagorda County as they relate to construction for single family residences located within a flood plain area and all governing entities as they relate to water, sewer and septic tank construction. The entire development is designated as a single family residential development.

ARTICLE XI – ANNUAL MEETING

The Annual General Meeting for all members of the Holiday Harbor Improvement Association will be scheduled on the Saturday prior to July 4 every year. The time and location will be determined by the General Manager but the meeting will always be within the subdivision.

ARTICLE XII - EXCERPTS FROM ORIGINAL BY-LAWS

The following rules and regulations are being shown to compliment and complete our current By-Laws. They were part of the original Holiday Harbor Building Restrictions and covenants filed by the developer in 1964 and were utilized in compiling our current By-Laws. They are as follows,

- 1) No building shall be erected on any of the above mentioned residential lots in the Holiday Harbor Subdivision excepting for residential purposes or for use in conjunction with a residence.
- 2) Only one family dwelling house or residence may be erected per one lot in said tract. ***
- 3) No building or structure which is constructed of tar paper, sheet iron or tin, shall or will, at any time hereafter be erected or placed on any of the above described residential lots in said tract and no tents, canvas covered shelters nor trailer houses shall be placed thereon nor used as a dwelling house on said tract, excepting that any owner of any residential tract of land may place thereon a trailer house for a period of time not to exceed six (6) months during the actual construction of a residence.
- 4) No sewerage shall be placed, deposited or permitted to drain into the waters of the canal or slips cut into the subdivision.
- 5) No pier, dock or other structure shall be erected hereafter adjacent to any lots in said subdivision which extend for a distance of more than three (3) feet from the boundary of the lot into the canal.

ATTACHMENT NO.1
HOLIDAY HARBOR IMPROVEMENT ASSOCIATION
ROADWAY AND WATER TAP FEE SCHEDULE

(ADOPTED JULY 2, 1988)

(REVISED JUNE, 2007)

The following fees have been approved by the Board of Directors of the Holiday Harbor Improvement Association and will apply to Lots 1 through 56, Reserves 1 and 2 and include a Re-Plat of Reserve 1 and Lots 1 and 2 called Lewis Point Subdivision which was recorded on _____, 2006 in Plat File No. _____ of the Plat Records of Matagorda County, Texas and all other areas as stated within "Article 1 - Name" of the By - Laws of the Holiday Harbor Improvement Association. The fee increases each year (as shown below) until such time as the property owner(s) within Holiday Harbor becomes an active member of the "ASSOCIATION".

An additional initiation fee of \$1000.00 (paid to Richard Lewis at closing) will apply to Lots 57 through 106, Reserves 3 and 4 and includes a Re-Plat titled Holiday Harbor Subdivision No. 2 which was recorded on August 15, 2006 in Plat File No. 441-A of the Plat Records of Matagorda County, Texas and all other areas as stated in "Article 1 - Name" of the By - Laws of the Holiday Harbor Improvement Association. This fee allocates **Road Access Only** for these properties and includes membership in the association.

When owners of any of the above mentioned properties request a water tap, an additional fee as shown below will be required. This fee increases each year until such time as the property owner requests and pays the appropriate Fee(s).

All property owners will be required to install their own water tap and connection to their residence. The cost of the installation of the new water tap and connection is at the expense of the property owner and is not included in the fees below. The fee is as follows:

<u>DATE</u>	<u>FEE/WATER TAP</u>
10/1/07 thru 2008	\$2500.00
2009	\$2750.00
2010	\$3000.00
2011	\$3250.00
2012	\$3500.00
2013	\$3750.00
2014	\$4000.00

The above fees for each category will continue to increase \$250.00 on a yearly basis as shown above until such time as the Board of Directors authorizes a change.

If a member of the " ASSOCIATION" becomes delinquent in payment of the association fees and / or any special assessments, the Board of Directors reserves the right to disconnect their water connection and / or attach a lien against the property. In the event of a disconnect and / or a lien, a \$600.00 Reconnect Fee will be assessed and added to the delinquent fees, all of which will need to be paid in full in order for the property owner to be re-established as a Member in Good Standing of the "ASSOCIATION".

062770

Affiant: DAVID NILES

RE: Holiday Harbor Subdivision

Attached is a true and correct copy of the By-Laws of Holiday Harbor Improvement Association.

DAVID NILES

[illegible]

Sworn to and subscribed before me on this _____ day of April, 2006 by DAVID NILES

Notary Public of State of Texas

COUNTY OF MATAGORDA

This instrument was acknowledged before me on this the ____ day of April, 2006, by
DAVID NILES.

Notary Public, State of Texas