



DOC #2020148759

Certificate of Division Resolution Section 1
Revised Certificate of Formation

I, the undersigned, do hereby certify:

That I am the duly elected and authorized Secretary and President of the Grand Harbor Property Owners Association, Inc., a Texas Non-Profit Corporation.
That the foregoing Resolution was duly adopted by formal action of the Board of Directors on the 16th day of November 2020.

By: [Signature]
Title: President
By: [Signature]
Title: Treasurer

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

THIS INSTRUMENT was acknowledged before me on the 17th day of November 2020 by Kevin Smith, Secretary and Mark Dearing, President of GRAND HARBOR PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein expressed.

[Signature]
Notary Public — State of Texas

After filing, mail to:
Grand Harbor POA
18956 Freeport Dr. Suite A
Montgomery, TX 77356



**VOTE: TO APPROVE OR NOT APPROVE ADJUSTMENT OF THE YEARLY GH POA MAINTENANCE DUES
PAID BY CERTAIN SPECIFIC GRAND HARBOR SECTION ONE PROPERTY OWNERS**

INTRODUCTION:

The annual determination and collection of maintenance dues is an administrative protocol managed by the GH Property Owners Association. (GH POA). The thirty (30) specific Grand Harbor Section One Properties (“**The 30**”), all effectively outside of the gated boundary of the GH community, as shown in Figure 1, have a potential argument for reduced dues

DISCUSSION:

GHPOA has been presented with a petition for section 1 of Grand Harbor to break into 2 sections, this would be section 1 and 1A. Section 1A would then leave GHPOA and form their own association.

In an effort to resolve this topic without a neighborhood division the board is looking to offer a potential alternative solution to the members of section 1 that are not encompassed by any of the gate systems.

TO ALL GH POA MEMBERSHIP VOTERS: THIS VOTE IS TO REDUCE OR NOT REDUCE THE DUES PAID EACH YEAR BY THE 30 PROPERTY OWNERS TO AN AMOUNT EQUAL TO SIXTY (50) PERCENT (%) OF THAT AMOUNT PAID BY ALL OTHER PROPERTIES INSIDE THE GH GATED BOUNDARIES. (WITH A MAXIMUM YEARLY PAYMENT NOT TO EXCEED \$600) IN THE EVENT OF A SPECIAL ASSESMENT, 1A WILL ASSESSED UNLESS IT IS IN THEIR SECTION (EXCLUDING ANYTHING TO DO WITH GATES, ROADS OR DRAINAGE). **NO REPLATTING WILL OCCUR.

VOTING STIPULATIONS:

To ensure the reduction (and elimination of all budgeted infrastructure projects special assessments in the future), the following discussion/information shall be factored into your “YES” or “NO” vote:

1. Dues adjustment for Section 1A, starting in January, 2021, must be supported by a % (to be determined) number of YES votes of the total eligible Association Member votes actually cast in election, by an established quorum.
2. The results of this election, once recorded in Montgomery County Records, will bind all future GH POA Administrations into accepting this dues reduction election outcome,
3. The results of this election will be accepted as final by **Section 1A** property owners, their heirs and future owners.
4. **MOST IMPORTANT:** The monetary reduction being voted on must be implemented through the key rewording of sections in the Grand Harbor Section One “Declarations of Covenants, Conditions, and Requirements” Document (MC# 99-029326) as shown in Attachment 1. Your vote will revise this CCR document currently applicable to all platted properties in GH Section 1.

Item #1

Declarations 1 gated area

1. The Declaration title is hereby amended to read as follows.

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GRAND HARBOR SECTION 1.

2. **ARTICLE I Definitions, Section 2.** is hereby amended to read as follows.

“Property and/or Properties” shall mean and refer to GRAND HARBOR, Section One, block 1 lots 9 thru 28, block 2 lots 1 thru 33 and Reserves B, C and GHB outside the back gate.

Declarations 2 non-gated area

1. The Declaration title is hereby amended to read as follows.

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GRAND HARBOR SECTION 1A.

2. **ARTICLE I Definitions, Section 2.** is hereby amended to read as follows.

“Property and/or Properties” shall mean and refer to GRAND HARBOR, Section One, block 1 lots 1 thru 8, block 3 lots 1 thru 6, block 4 lots 1 thru 16 and Reserves A and D.

Item #2

YES-VOTE-CHANGED PORTIONS OF CCR 99-029326:

ARTICLE VI, “Maintenance Charges,” Sec. 1. “Grand Harbor Use of Maintenance Fund”

Sec. 1, Paragraph 1: NO CHANGE

Sec. 1, Paragraph 2: CHANGE AS INDICATED [Added; Deleted; Reworded]

Declarant shall collect and maintain control over the maintenance fund and administer same until all of the Lots in GRAND HARBOR are sold by Deed or Contract or until December 31, 2010, which ever comes first, or at any earlier time if Declarant so elects. At that time, the administration of such fund shall be transferred to the Association. After transfer, *No association, group, corporation, individual or entity other than the Association formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.*

Sec. 1, Paragraph 3: CHANGE AND ADD AS INDICATED

The maintenance charge shall be paid annually in advance by January 31 of each year. The maintenance charge will not accrue against any Lot in which the legal and/or equitable title is vested in Declarant, notwithstanding that a Lot may have been previously sold by a Deed or Contract and title thereto reverted back to Declarant. During the time that such fund is administered by the Declarant, the charge may be increased but no more than once each twelve months and no increase shall be more than twenty (20%) percent of the existing charge. However, after the Association assumes administration of responsibilities, *The Association may adjust such rates pursuant to the rules and regulations of the Association. The annual assessment per Lot shall be adjusted by the Association when it assumes administration of the fund in accordance with its by-laws.*

"In any and all instances of yearly maintenance charge action taken by the Administrator, the Maintenance Charge (Dues) specifically for the Dues for Grand Harbor Sections One, Block 1, Lots 1 through 8, Block 3, Lots 1 through 6, and Block 4, Lot 1 through 16 shall be no more than Sixty Percent (50%) of the yearly value established for all other Grand Harbor Section One properties inside their gated boundaries. (WITH A MAXIMUM YEARLY PAYMENT NOT TO EXCEED \$600) IN THE EVENT OF A SPECIAL ASSESMENT, 1A WILL NOT BE ASSESSED UNLESS IT IS IN THEIR SECTION EXCLUDING GATES, ROADS AND DRAINAGE.)

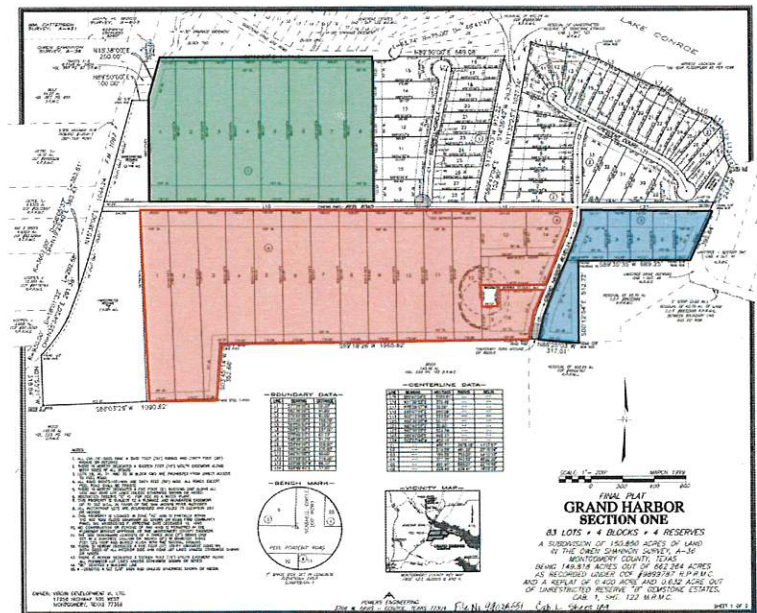
Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent Lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his Lot. If one owner owns 2 lots, he will only be required to pay one maintenance fee. However, if one owner owns more than 2 lots, he will be required to pay the maintenance fee on any additional lots.

Sec. 1, Paragraph 4: NO CHANGE

FIGURE ONE – PROPERTIES AFFECTED BY DUES REDUCTION INITIATIVE

Blk 1= 1-8 (green); Blk 3 = 1-6 (blue); blk4= 1-16 (red).

Define Reserves: NE Peel / 1097, SE Corner Peel / 1097, and D reserve.



FILED FOR RECORD
12/21/2020 01:57PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

12/21/2020



County Clerk
Montgomery County, Texas