

# CORPORATE SECRETARY'S CERTIFICATE HARBOR POINT ASSOCIATION. INC.

The undersigned certifies that she is the duly appointed and acting Secretary of HARBOR POINT ASSOCIATION, INC. (the "Association"). The Association is the property owners' association for HARBOR POINT, a subdivision in Montgomery County, Texas, according to the maps or plats thereof of record as follows: Harbor Point, Section One - Cabinet B, Sheet 53B; Harbor Point Partial Replat A - Cabinet B, Sheet 57B; and Harbor Point Partial Replat B - Cabinet B, Sheet 124B, of the Map Records of Montgomery County, Texas, (the "Subdivision").

The Subdivision is subject to certain dedications, covenants and restrictions (the "Restrictions") set out in the recorded plats of the subdivisions and as set out in the Declaration of Covenants and Restrictions Harbor Point, of record under Clerk's File No. 9671372, Film Code No. 210-00-1838, et seq., of the Official Public Records of Real Property of Montgomery County, Texas.

The Association is a Texas nonprofit corporation, and a true and correct copy of the Association's current bylaws is attached to this certificate as Exhibit "A." This filing amends and supplants a previous filing of bylaws attached to a Corporate Secretary's Certificate dated May 23, 2006, which was filed with the erroneous bylaws attached by mistake.

Signed this 31 day of November, 2006.

MONA WILLIAMSON, Secretary of

HARBOR POINT ASSOCIATION, INC.

STATE OF TEXAS

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COUNTY OF MONTGOMERY

Sworn to and to before me on the 2/2 day of November, 2006, by MONA WILLIAMSON.

NADINE L. REED Notary Public STATE OF TEXAS My Comm. Exp. 08-21-2007

Notary Public in and for the State of Texas

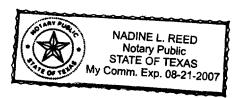
THE STATE OF TEXAS

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**COUNTY OF MONTGOMERY** 

This instrument was acknowledged before me on the 21 day of November, 2006, by MONA WILLIAMSON, Secretary of HARBOR POINT ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:** HARBOR POINT ASSOCIATION, INC. C/o The Fowler Law Firm 300 W. Davis, Suite 510 Conroe, Texas 77301

BYLAWS

OF

# HARBOR POINT ASSOCIATION, INC.

#### ARTICLE I

#### NAME AND LOCATION

The name of the corporation is HARBOR POINT ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at such place within Montgomery County, Texas, as the Board of Directors of the Association may designate from time to time. Meetings of members and directors may be held at such places within Montgomery County, Texas, as may be designated by the Board of Directors.

#### ARTICLE II

#### **DEFINITIONS**

<u>Section 1</u>. "Association" shall mean and refer to HARBOR POINT ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property or properties described in Article III, Section 1, of the Declaration of Covenants, Conditions and Restrictions for HARBOR POINT, a subdivision in Montgomery County, Texas, and any additional properties which may hereafter be brought within the jurisdiction of the Association.

<u>Section 3</u>. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as is more fully specified in the Declaration.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot (or portion thereof), or if the Lot (or portion thereof) is subject to a term purchase contract with Declarant, then to the contract purchaser, whether one or more persons or entities, but excluding those having an interest merely as security for the performance of any obligation unless and until the holder of the security interest has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

<u>Section 5</u>. "Declarant" shall mean and refer to Doyle Tow,
Inc., the Declarant in the Declaration.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for HARBOR POINT, a subdivision in Montgomery County, Texas, (including those dated October 20, 1976, of record in Volume 978, Page 610, Deed Records of Montgomery County, Texas, and the Declaration of Covenants and Restrictions for Harbor Point Partial Replat "A", dated May 31, 1977, of record in Volume 994, Page 814, Deed Records of Montgomery County, Texas) and any additions or supplements thereto.

<u>Section 7.</u> "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

#### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the members of the Association shall be held on the third Wednesday in March of each year beginning in 1982, at 10:00 a.m. at the principal office of the Association. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon the written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each special meeting of the members shall be given by, or at the direction of, the Secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Notice of annual meetings shall not be required, but may be given in a like manner.

Section 4. Quorum. The presence at the meeting of members

entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No proxy shall be valid after eleven (11) months after the date of its execution, unless otherwise provided in the proxy.

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 1. Board of Directors. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. The initial directors for the Association set forth in the Articles of Incorporation shall hold office until the 1982 annual meeting, or until their successors are elected and qualified. At the annual meeting of 1982, the members

shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years; at each annual meeting thereafter the members shall elect that number of directors equal to the number of directors whose terms expire at such time, for three-year terms of office.

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 4. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect of each director to be elected, as many votes as they are entitled to cast under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. Removal. Any director may be removed from the

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Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 6. Compensation. No director shall receive compensation for any service he may render to the Association in his capacity as director; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

#### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of

Directors shall be held when called by the President of the Association or by any director after not less than three (3) days notice to each director, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VI

# POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- <u>Section 1. Powers.</u> The Board of Directors shall have the following rights and powers:
- (a) to construct, manage and maintain any Common Properties and Facilities and any adjacent or included public properties subject to the Association's authority and control; and to make assessments annually therefor, and for other purposes, all subject to and pursuant to the provisions of the Declaration;
- (b) to charge reasonable admission and other fees for the use of any recreational facilities located on Common Properties, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of Common Properties and Facilities, or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member.

These rules and regulations may include provisions to govern and control the use of Common Properties and Facilities by guests and invitees of the Members, including, without limitation, the number of guests or invitees who may use Common Properties and Facilities, or any part thereof, at the same time;

- (c) to suspend the voting rights of a Member and his right and the rights of the members of his immediate family residing with him and his guests, to use any recreational Common Facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) to enter management and/or operating contracts or agreements relative to the maintenance and operation of Common Properties and Facilities, in such instances and on such terms as the Board of Directors may deem appropriate; to operate recreational facilities and related concessions located on the Common Properties; to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to recreational facilities located on the Common Properties in such instances and on such terms as the Board of Directors may deem appropriate;
- (e) to exercise such other rights and powers granted to this Association and not reserved to the membership by the

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Declaration, the Articles of Incorporation of the Association, or other provisions of these bylaws.

- <u>Section 2. Duties.</u> It shall be the duty of the Board of Directors to:
- (a) cause to be kept a complete record of all-its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) fix the date of commencement and the amount of the initial annual assessment, and thereafter to fix the amount of each succeeding annual assessment, against properties subject to the jurisdiction of the Association for each assessment period at least thirty (30) days in advance of such date or period and, at that time, to prepare a roster of the properties and maintenance charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner; and thereupon to send to every Owner subject thereto written notice of the maintenance charge;
- (d) take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;
  - (e) issue, or cause an appropriate officer to issue, upon

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demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (f) procure and maintain such liability and hazar insurance as it may deem appropriate on any property or facilitie owned by the Association; and
- (g) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

#### ARTICLE VII

#### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, who shall be at all times a member of the Board of Directors; a Vice-President; a Secretary; and a Treasurer, and such other officers as the Board may from time to time by resolution create.

<u>Section 2</u>. <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, or until his successor shall be elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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<u>Section 4.</u> <u>Special Appointments.</u> The Board may elect such other officers as the affairs of the Association may require, each of which shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Authority to Sign Checks. The Board, from time to time, may authorize any person or persons, who need not be officers or directors of the Association, to sign checks of the Association. Such agents may be authorized to sign singly or jointly, as the Board in its discretion may decide. The Board may at any time rescind and revoke such authority granted to any person. Such authority may be given to a person or persons in conjunction with or in lieu of the authority of the Treasurer to sign checks. In the absence of any appointments by the Board under this Section 5, the Treasurer of the Association shall have sole authority to sign the Association's checks.

Section 6. Resignation and Removal. Any officer may be removed from office with our without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 7. Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy

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shall serve for the remainder of the term of the officer he replaces.

<u>Section 8. Duties.</u> The duties of the officers of the Association are as follows:

#### President

(a) The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

#### Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

#### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice, when required, of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The Treasurer shall receive and deposit in appro-

priate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by members of the Association during normal business hours.

#### Compensation

(e) The Secretary and Treasurer shall receive such compensation for their services as may be allowed by the Board of Directors.

# ARTICLE VIII

#### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE IX

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE X

#### MAINTENANCE CHARGE ASSESSMENTS

Section 1. Liability of Owner; Collection by Association. As more fully provided in the Declaration, each member is obligated to pay to the Association a certain annual maintenance charge which is secured by a continuing lien upon the property against which the maintenance charge is assessed. Any maintenance charges which are not paid when due shall be delinquent. If the maintenance charge is not paid within thirty (30) days after the due date, the maintenance charge assessment shall bear interest from the date of delinquency at the highest rate allowed by the laws of the State of Texas, and the Association may retain an attorney to collect such amount and/or to bring an action at law against the Owner personally obligated to pay the same and to foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such collection effort or action. No Owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his Lot or Building Site.

Section 2. Amount of Assessment. As more fully provided in the Declaration, the Board of Directors may decrease or increase the amount of the regual annual maintenance charge assessment at any time and from time to time by adopting a resolution for such purpose, but no resolution increasing such assessment shall become effective prior to thirty (30) days from the date of its adoption.

However, as more fully provided in the Declaration, no increase of such annual maintenance charge assessment to an amount in excess of 110% of the previous year's assessment shall become effective unless and until approved by a vote of the members, as set forth in the Declaration. No increase in the annual maintenance charge shall take effect retroactively.

#### ARTICLE XI

# INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify the officers and directors of the Association as and to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended from time to time.

#### ARTICLE XII

#### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and within the center the word "Texas."

# ARTICLE XIII

#### **AMENDMENTS**

<u>Section 1</u>. <u>Amendment</u>. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

<u>Section 2. Conflict.</u> In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### ARTICLE XIV

#### **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of HARBOR POINT ASSOCIATION, INC., have hereunto set out hands this  $17\frac{1}{12}$  day of 1990.

PAMELA DIANE MARKHAM

DOYLE TOW

ANN TOW

<u>Section 2.</u> <u>Conflict.</u> In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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IN WITNESS WHEREOF, we, being all of the Directors of HARBOR POINT ASSOCIATION, INC., have hereunto set out hands this  $17 \frac{\pi}{2}$  day of  $19 \frac{90}{2}$ .

PAMELA DIANE MARKHAM

DOYLE TOW

ANN TOW

# RESOLUTION OF THE BOARD OF DIRECTORS HARBOR POINT ASSOCIATION, INC.

Pursuant to the provisions of Articles 1396-2.22A of the Texas Non-Profit Corporation Act, the following Resolutions of the Board of Directors of HARBOR POINT ASSOCIATION, INC., a Texas Non-Profit Corporation, were duly adopted by the written consent of a majority of all voting members of the Board of Directors of the Corporation, by the appropriate signatures affixed hereto in the space provided below at a regularly scheduled meeting of the said Board.

WHEREAS, the individual Directors of the Corporation serve as Directors and Officers without pay or other compensation;

WHEREAS, the Board of Directors also appoints various individuals to serve on committees approved and authorized by the Board and such individuals also serve without pay or other compensation;

WHEREAS, the Board of Directors is aware of and recognizes the need to indemnify and protect individuals who serve as individual Directors, Officers and members of committees approved by the Board;

whereas, the Board of Directors desires to clarify Article XI of the By-Laws of the Corporation and to remove the issue of director and officer liability as an obstacle which prevents individuals from serving as a Director, Officer or Committee Mamber;

#### NOW THEREFORE BE IT RESOLVED THAT:

A. the Corporation hereby agrees to indemnify, protect and hold harmless each individual Director, Officer and member of any Committee approved and authorized by the Board of Director if said Director, Officer or Committee Member:

- (1) conducted himself in good faith;
- (2) reasonably believed;
  - (a) in the case of conduct in his official capacity as a Director, Officer or Committee Member of the corporation, that his conduct was in the corporation's best interest; and
  - (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests; and
- (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful;
- B. the Corporation shall not indemnify, protect and hold harmless any individual Director, Officer, or member of any Committee approved and authorized by the Board of Directors if such Director's, Officer's or Committee Member's obligation resulted from a proceeding:
  - (1) in which the person was found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity; or
  - (2) in which the person is found liable to the corporation.

- C. the Corporation shall provide and purchase such Officer, Director and Committee Member indemnification and hold harmless protection for all present and future Directors, Officers and Committee Members effective with the adoption of this Resolution; and
- D. the President of the Board of Directors is hereby authorized and empowered to negotiate and ascertain the cost and coverage available to implement such indeminification and hold harmless protection and then to report to the Board at its next regularly scheduled meeting for final action and approval.

MONA MILLIAMSON, President

WILLIAM J. MIKESKA, Vice President

RICHARD MACWITHEY. Vice President

ODIE BOLLETER, Secretary

MATTIE SHARP, Treasurer

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# 225-11-0748

# AMENDMENT TO THE BY-LAMS OF HARBOR POINT ASSOCIATION, INC.

#### WITNESSETH

WHEREAS, the Harbor Point Association, Inc., was officially incorporated on 16 March 1978, by the filing of the Articles of Incorporation of the Harbor Point Association, Inc., in the office of the Secretary of State of Texas; and

WHEREAS, the initial By-Laws of the Corporation were adopted by the said Board of Directors on 17 January 1990; and

WHEREAS, in accordance with Article XIII, of the By-Laws of the Association, the said By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy; and

WHEREAS, the said Board of Directors of the Association has determined that an amendment to the By-Laws of the Association is necessary and desirable for the operation of the Association and to

promote the attendance of all members of the Association at its annual meeting; and

WHEREAS, this specific Amendment to the By-Laws has been determined as necessary to encourage and to promote the attendance of all members of the Association and as such has been proposed to the membership of the Association; and

WHEREAS, this Amendment to the By-Laws of the Association was presented to the membership of the Association at a specially called meeting after proper notice; and

members in attendance and upon a formal motion to approve such Amendment, having been properly seconded, of the members present or by proxy voted FOR such Amendment and of the members present or by proxy voted AGAINST such Amendment; and

WHEREAS, a majority of the members present or by proxy APPROVED such Amendment;

NOW THEREFORE, the By-Laws of the Harbor Point Association, Inc., are AMENDED as follows:

- 1. Article III, Section 1. of the By-Laws of the Harbor Point Association, Inc., is hereby amended
  - a). by DELETING the phrase "third Wednesday" and REPLACING it with the phrase "Last Sunday"
  - b). by DELETING the phrase "March" and REPLACING it with the phrase "April"; and
  - c). by DELETING "10:00 A.M." and REPLACING it with the phrase "2:00 P.M.".
- 2. Such amended Article III, Section 1 shall now read as follows:

# ARTICLE III MEETING OF MEMBER

Annual meetings. The regular annual meeting of the members of the association shall be held on the Last Sunday in April each year beginning in 1982 at 2:00 P.M., at the principal office If such date for the annual meeting of the Association. is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

HEREOF, this Amendment to the By-Laws of the Association is hereby certified by the Board of Directors of HARBOR POINT ASSOCIATION, INC., on the 3rd \_ day of March as the true and correct Amendment of the said By-Laws of said Association.

day of March

FILED FOR RECORD

06 NOV 21 PM 2: 14

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

MIKESKA, Vice President

Vice President

WDIE BOLLETER.

MATTIE SHARP,

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

NOV 2 1 2006

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographis reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.