

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

After recording, return to:  
The Resort at Eagle Mountain Lake Owners Association, Inc.  
c/o Essex Association Management, LP  
Attention: Ron Corcoran  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

STATE OF TEXAS                   §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT       §

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESORT AT EAGLE MOUNTAIN LAKE**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESORT AT EAGLE MOUNTAIN LAKE (this "Amendment") is made and entered by The Resort at Eagle Mountain Lake, L.P., a Texas limited partnership (the "Declarant"), as of the 23<sup>rd</sup> day of June, 2017.

WHEREAS, on July 29, 1999, the Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for The Resort at Eagle Mountain Lake recorded on July 30, 1999, as Instrument No. D199192720, in the Official Public Records of Tarrant County, Texas (the "Original Declaration");

WHEREAS, by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Resort at Eagle Mountain Lake dated December 26, 2000 (the "First Amendment"), the Declarant modified and amended the Original Declaration, as more particularly set forth in such amendment;

WHEREAS, by Notice of Filing of Dedicatory Instruments for The Resort at Eagle Mountain Lake dated January 24, 2003, and recorded on April 4, 2003 as Instrument No. D203117072 of the Official Public Records of Tarrant County, Texas, the Declarant on behalf of The Resort at Eagle Mountain Lake Owners Association, Inc., a Texas non-profit corporation (the "Association"), recorded that certain Second Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for the Resort at Eagle Mountain Lake effective as of January 24, 2003, modifying and amending the Original Declaration, as more particularly set forth in such amendment (the "Second Amendment");

WHEREAS, by that certain Third Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for The Resort at Eagle Mountain Lake dated effective as of May 1, 2015, and recorded on June 8, 2015 as Instrument No. D215120944 of the Official Public Records of Tarrant County, Texas (the "Third Amendment"), the Declarant modified and amended the Original Declaration, as more particularly set forth in such amendment (the

Original Declaration as modified, amended and/or supplemented by the First Amendment, the Second Amendment and the Third Amendment is herein referred to as the "Declaration";

WHEREAS, Declarant owns at least one (1) Lot, and, therefore, Class "B" Control Period has not expired;

WHEREAS, pursuant to its rights under the Declaration, including without limitation under Section 17.1 of the Declaration, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment(s).

(a) Capitalization of the Association. Declarant hereby modifies and amend Section 8.9 of the Declaration to read in its entirety as follows effective as of the date of this Amendment:

"8.9 Capitalization of Association.

"Upon the sale of record title to a Lot by any Owner other than the Declarant or a Builder, a contribution equal for the calendar year 2017 to Five Hundred Dollars (\$500.00) and in each calendar year thereafter such other amount as determined by the Board as being reasonable and appropriate to fund reserves to meet projected needs of the "Capital Reserve/Improvement Fund" (herein so called) of the Association in connection with the Board's budgeting and finance activities contemplated under Article VIII of this Declaration (such amount being herein referred to as a "Capital Reserve/Improvement Fund Contribution"). The Capital Reserve/Improvement Fund Contribution is non-refundable, shall be in addition to, not in lieu of, the Maintenance Assessment levied on the Lot, and shall not be considered an advance payment of any portion thereof. The Capital Reserve/Improvement Fund Contribution shall be deposited into escrow in connection with a closing of a Lot and from there disbursed to the Association or applicable Declarant if the Association is not yet established and shall be used for capital improvements, or repair and/or maintenance thereof, made by the Association pursuant to the terms of the Declaration and the Association Documents. The Capital Reserve/Improvement Fund Contribution amount shall be reviewed annually by the Board and may be increased or decreased by the Board, without restriction, in accordance with the terms hereof."

(b) Golf Cart Rules. Section 4 (Vehicles and Parking) of Exhibit D of the Declaration (The Villas Rules and Regulations) is hereby modified and amended to add a new Section 4.19 thereunder as follows:

“4.19 **Golf Carts**. Golf carts may be used within The Resort subject to the rules and regulations of the Association generally applicable to vehicles and parking as promulgated hereunder, and in accordance with the following:

“a. the driver or operator of any golf cart must possess a valid driver’s license; and

“b. the driver or operator of a golf cart must obey the speed limit posted in The Resort or set forth in any rules or regulations promulgated now or hereinafter from time to time by the Association (or as required by applicable law, if more restrictive).

“Any violation of the rules and regulations hereunder by the driver or operator of a golf cart within The Resort shall be subject to a fine of \$50 for the initial offence, \$100 for the second offense and \$500 for each subsequent offence, which fines shall be in addition to any other rights or remedies of the Association hereunder.”

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

**DECLARANT:**

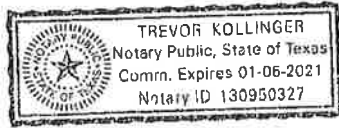
THE RESORT AT EAGLE MOUNTAIN LAKE, L.P.,  
a Texas limited partnership

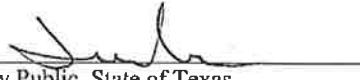
By: Pars Investments, Inc.,  
a Texas corporation,  
its General Partner

By:   
Mehrdad Moayedi, President

STATE OF TEXAS §  
  §  
COUNTY OF Parras §

This instrument was acknowledged before me on the 28 day of June, 2011, by Mehrdad Moayedi, President of Pars Investments, Inc., a Texas corporation, the General Partner of The Resort at Eagle Mountain Lake, L.P., a Texas limited partnership, on behalf of said entities, and in the capacity herein stated.




  
Notary Public, State of Texas

**CONSENTED TO BY:**

**RESORT PARTNERS VILLAS, L.P.,**  
a Texas limited partnership

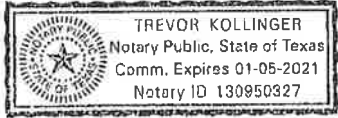
By: **THE RESORT AT EAGLE MOUNTAIN LAKE, L.P.,**  
a Texas limited partnership


By: **Pars Investments, Inc.,**  
a Texas corporation,  
its General Partner

By:   
Mehrdad Moayedi, President

STATE OF TEXAS           §  
  §  
COUNTY OF Dallas       §

This instrument was acknowledged before me on the 28 day of June, 2017, by Mehrdad Moayedi, President of Pars Investments, Inc., a Texas corporation, the General Partner of The Resort at Eagle Mountain Lake, L.P., a Texas limited partnership, FOR RESORT PARTNERS VILLAS, L.P., a Texas limited partnership, on behalf of said entities, and in the capacity herein stated.



  
Notary Public, State of Texas