

WHEREAS, by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for The Resort at Eagle Mountain Lake dated effective as of June 23, 2017, and recorded on June 28, 2017 as Instrument No. D217147360 of the Official Public Records of Tarrant County, Texas (the "Fourth Amendment"), the Declarant modified and amended the Original Declaration, as more particularly set forth in such Fourth Amendment (the Original Declaration as modified, amended and/or supplemented by the First Amendment, the Second Amendment, the Third Amendment and the Fourth 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 to Golf Cart Rules. Section 4 (Vehicles and Parking) of the Use Restrictions/Rules and Regulations attached as Exhibit D of the Original Declaration (applicable to the entirety of The Resort at Eagle Mountain Lake, save and except The Villas Rules and Regulations specifically added to the original Use Restrictions/Rules and Regulations to be applicable solely to Golf Course Villas (GCV) by the Second Amendment, and subsequently modified by the Fourth Amendment) 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.

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EXECUTED to be effective as of the date written above.

DECLARANT:

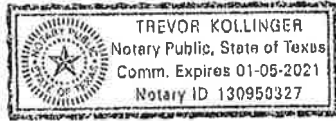
THE RESORT AT EAGLE MOUNTAIN LAKE, L.P.,
a Texas limited partnership

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

By: *Mehrdad Moayedi*
Mehrdad Moayedi, President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 17 day of July, 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, on behalf of said entities, and in the capacity herein stated.




Trevor Kollinger
Notary Public, State of Texas

CONSENTED TO BY:

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

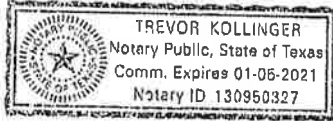
By: THE RESORT AT EAGLE MOUNTAIN LAKE, L.P.,
a Texas limited partnership

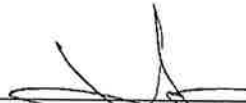
By: Pars Investments, Inc.,
a Texas corporation,
its General Partner

By: 
Mehrdad Moayed, President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19 day of July, 2017, by Mehrdad Moayed, 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