

*Mary Louise Garcia* Mary Louise Garcia

**FIRST AMENDMENT TO THE BYLAWS OF  
THE RESORT AT EAGLE MOUNTAIN LAKE HOMEOWNERS  
ASSOCIATION, INC.**

**A TEXAS NON-PROFIT CORPORATION**

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

This First Amendment to the Bylaws of The Resort at Eagle Mountain Lake Homeowners Association, Inc. (the "Association") was approved by the Association's Board of Directors and is effective when filed of record with the Office of the Tarrant County Clerk.

**WITNESSETH:**

**WHEREAS**, the terms and conditions of the Bylaws of the Association may be amended by the Board of Directors of the Association as provided in Article XIV thereof; and

**WHEREAS**, a meeting of the Board of Directors took place on November 7, 2017 at which a quorum was present (the "Meeting"); and

**WHEREAS**, a motion was made at the Meeting to amend the Bylaws of the Association; and

**WHEREAS**, the motion was duly seconded and approved by the Board of Directors of the Association at the Meeting.

**NOW, THEREFORE**, the Bylaws of the Association are hereby amended as follows:

- (i) Section 1 of Article V of the Bylaws is amended to read, in its entirety, as follows:

**Section 1. Number; Qualifications. The affairs of the Association shall be managed by a Board of Directors. The Board of Directors of the Association shall consist of no less than three (3) and no more than five (5) members. The number of Directors may be increased or decreased by resolution of the Board of Directors so long as the number of Directors is never less than three (3). During the time Developer, its successors and/or assigns, owns at least one (1) Lot in the Addition, and except as otherwise allowed by Developer under Section**

2 of this Article V, Developer has and shall maintain the right to appoint no less than two-thirds of the members of the Board. Developer's appointees to the Board do not need to be Members of the Association. All directors elected to the Board by Members other than Developer must be Members of the Association. All of the foregoing is subject to the Special Rights of Developer set forth in Section 3 of Article VII of the Bylaws.

- (ii) Section 2 of Article V of the Bylaws is amended to read, in its entirety, as follows:

**Section 2. Election; Term.** At a special meeting of the Members of the Association to be held in 2017 (the "Special Meeting"), three (3) Directors shall be elected by Members of the Association other than Developer and two (2) Directors shall be appointed by the Developer (the "Developer Appointees"). During the Class "B" Control Period, Developer retains the right to remove and replace the Developer Appointees. The three Directors elected at the Special Meeting shall serve staggered terms as follows: (i) the Director elected receiving the most votes will serve a three (3) year term; (ii) the Director elected receiving the second highest number of votes shall serve a term of two (2) years; and (iii) the Director elected receiving the least amount of votes shall serve a term of one (1) year. Following the expiration of the initial terms served by Directors elected at the Special Meeting, all of their immediate and subsequent successors shall each serve a term of two (2) years and until their respective successors are elected and qualified.

Within sixty (60) days after Developer has sold all Lots, a special meeting of the Members of the Association shall be called to elect Directors to replace the Developer Appointees. The Directors elected at this special meeting shall each serve until the next annual meeting of the Association (the "Annual Meeting") whereupon their successors will be elected. The successors elected at the Annual Meeting shall serve staggered terms as the Board of Directors may determine. Following the expiration of the term of those Directors elected at the Annual Meeting, all of their immediate and subsequent successors shall each serve a term of two (2) years and until their respective successors are elected and qualified.

All of the foregoing is subject to the Special Rights of Developer set forth in Section 3 of Article VII of the Bylaws.

- (iii) Section 3 of Article V of the Bylaws is amended to read, in its entirety, as follows:

**Section 3. Death, Resignation and Removal; Filing Vacancies. Any Director elected by the Members of the Association may resign at any time by giving written notice to the other Directors, and any Director elected by the Members of the Association may be removed from membership on the Board for cause by a majority of the votes of the remaining Board Members or by the Members of the Association at a meeting called for that purpose wherein a majority of the votes of the Members are obtained. Any vacancy on the Board shall be filled by a majority vote of the remaining Directors provided, during the Class "B" Control Period, the Directors appointed by the Developer must approve the selection of a Director to fill the vacancy. Any Director appointed to fill a vacant position previously held by a Director elected by the Members of the Association shall serve the unexpired term of his or her predecessor. Notwithstanding the foregoing, all vacancies on the Board created by the removal or resignation of a Director appointed by the Developer shall be filled by the Developer.**

- (iv) Section 3 of Article VII of the Bylaws is amended to read, in its entirety, as follows:

**Section 3. Special Rights of Developer. Notwithstanding anything contained in these Bylaws to the contrary, so long as Developer owns at least one (1) Lot, the Board of Directors may not take any action on the items listed below without the prior, written consent of the Developer. Declarant may rely upon his appointed Members to the Board to vote or render decisions on his behalf at any time and from time to time on his behalf at his sole discretion:**

- a. Terminate any existing dedicatory instrument of the Association or amend the Declaration, Bylaws, or Rules and Regulations, including the adoption of any new policy, rules, regulations or other dedicatory instrument;**
- b. Change the amount of any assessment or levy a special assessment;**
- c. Approve capital improvements, use reserve funds, or cause a change in banking arrangements of the Association;**
- d. Approve or amend any budget;**

- e. Approve major repairs or improvements to Common Areas or any structure, easement, or other areas of the Association in which Developer may have a vested interest or responsibility;
- f. Change the number of Directors, remove or appoint a Director outside the election process, remove an Officer, or appoint Officers. The Board shall notify Declarant in advance of any appointment of individuals to a Committee, or charter of a Committee. Declarant may veto any appointment to a Committee or the establishment or disbanding of a Committee at his discretion;
- g. Terminate or renegotiate any existing contract to which the Association is a party;
- h. Engage in legal proceedings of any kind save and except foreclosures for unpaid assessments;
- i. Interfere with Builders or the ACC approval process in place for new construction;
- j. Interfere with the Resort Golf Club and/or its operations;
- k. Any action that will violate or interfere with Declarant's Special Rights under Article VII, Section 3 of the Bylaws or which may adversely affect the Declarant and its rights, Special Declarant rights, or the Class "B" Control Period; and/or
- l. Dissolve the Association;  
Any action taken by the Board of Directors on any of the items described above without the prior, written consent of the Developer shall be deemed void *ab initio*, although the Developer may subsequently ratify such actions. Developer reserves the right, to be exercised in its sole and absolute discretion, to remove any Director and appoint a new Director at any time, and from time to time, without consent or joinder of the Board of Directors should a Director attempt to or actually engages in any action which violates or interferes with the Developer's rights and its authority under the Declaration and Bylaws.

**In the event this Section 3 of Article VII conflicts, in whole or in part, with any provision contained in these Bylaws, the terms and conditions of this Section 3 of Article VII shall control.**

SIGNED this 15 day of November, 2017.

**DECLARANT**

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

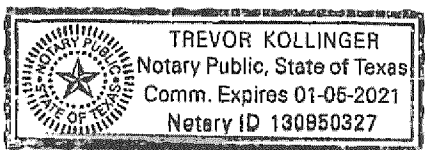
By: Pars Investments, Inc.,  
a Texas corporation,  
its General Partner

By:   
Mehrdad Moayed, President

STATE OF TEXAS           §  
  §  
COUNTY OF Dallas     §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, the General Partner of Pars Investments, Inc., a Texas Corporation, the Declarant of The Resort at Eagle Mountain Lake, L.P., a Texas limited partnership company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability companies, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 15 day of November, 2017.



  
Notary Public, State of Texas