

# The Resort at Eagle Mountain Lake

## Social Membership fees and semi-private golf course.

- The Second Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions filed 04/04/2003 states that Article II Definitions, Section 2.17 Golf Course was amended (by deleting the original verbiage in its entirety) to state the following: “a semi-private golf course for the use and enjoyment of Members of the Association, Owners and their families in addition to such members and individuals allowed access by the record owners and management of the course.”
- Article XIII, Section 13.1 General (first paragraph only) states: The Association, owner, lessee, manager, or operators of the Golf Course shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, establishment and modification of use fees, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.
- Section XI(c) of the Covenants, Conditions, and Restrictions state in part:  
The Board’s right to:
  - (i) Adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
  - (ii) Suspend the right of an Owner to use recreational facilities within the Common Area (a) for any period during which any charge against the Owner’s Lot remains delinquent, and (b) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to the By-Laws;
  - (iii) Dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
  - (iv) Impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;
  - (v) Permit use of any recreational facilities situated on Common Area (Golf Course) by Persons other than Owners, their families, lessees, and guests upon payment of use fees establishes by the Board

## The Resort at Eagle Mountain Lake

### Explanation of CCR's and Certain Supplemental Sections to CCR's

2nd Amendment makes the following changes:

1. Exhibit E serves to Annex in 2.857 acres of land & makes it subject to the CCR's & any supplemental filed. I believe this was the Villas that was annexed in and is made apparent by #3 below.
2. Article 2, Sec 2.17 in the CCR's was deleted in its entirety & replaced with language which made the golf course a semi-private one rather than a private one. **(pertinent to Resort & GCV lots)**
3. Article 2, Section 2.31 was added to the CCR's and is specific to the Villas as follows: "GCV" (Golf Course Villas) "A lot located in the Golf Course Villas which property legal description is set forth in Exhibit E."
4. Article 7, Section 8.1, paragraph 3 had an insertion added which pertains to the GCV lots only "and \$700 for each GCV lot owned."
5. **Article 13, Section 13.1 second paragraph was deleted in its entirety.** Even though this section still appears in the original CCR's it is no longer enforceable. Deleting it means it is stricken from the record and no longer exists as part of the enforceable document. **(pertinent to Resort & GCV lots)**
6. Exhibit C Architectural Rules, Section 2.6 was deleted and replaced with other language which allows the Association to charge & collect an ACC application fee of \$150 for the review of an ACC application. **(pertinent to Resort & GCV lots)**
7. Exhibit C, Section 5.2 Minimum Floor Area was deleted in its entirety and replaced with new language for the minimum square footage of both lots located in the Resort **(excludes lots in GCV)."**
8. Exhibit C Section 5.6 adds language regarding mandatory compliance with Tarrant Regional Water District regarding boat docks. **(pertinent to Resort & GCV lots)**
9. Exhibit C Section 5.8 contains insertions and deletions of certain language with regard to fencing and walls, in particular privacy fences. **(pertinent to Resort & GCV lots)**
10. Exhibit C Section 5.20 adds language to certain sentences regarding roofing. **(pertinent to Resort & GCV lots)**
11. Exhibit C Section 5.21 was deleted and replaced with language which changes the front yard set back restrictions. **(pertinent to Resort & GCV lots)**
12. Exhibit D Rules & Regulations Section 6.4 replaces the first sentence in this section with "approved construction is limited to Monday thru Saturday, 7am to 6pm. **(pertinent to Resort & GCV lots)**

13. This is the one you need to pay the closest attention to. It specifically states that Exhibit C & Exhibit D attached with the 2<sup>nd</sup> Amendment were to be a supplement to replace Exhibit C "The Resort Architectural Rules" and Exhibit D "The Resort Rules & Regulations" ONLY FOR GCV LOTS. That is why the cover pages state "THE VILLAS ARCHITECTURAL RULES" and "THE VILLAS RULES & REGULATIONS." While some of the deletions and amendments pertained to both the Resort and Villas, some were specific to the Villas only. The supplemental exhibits for C & D included with the 2<sup>nd</sup> Amendment were provided for the benefit of the Villas lots only. The original Exhibits in the CCR's still pertain to the Resort lots and are amended by the sections above for the ones where it states "pertinent to Resort & GCV lots." In other words, Resort should be using one set of exhibits and Villas the others.

Recap: The original Exhibit C & D from the original CCR's dated 1999 & restated in 2000 remain in full force & effect for The Resort lots with the exception of the deletions & amendments above which clearly indicate those sections as being limited to the GCV lots ONLY. The Exhibit C & D "The Villas Architectural Rules and The Villas Rules and Regulations" included with the 2<sup>nd</sup> Amendment were added for the benefit and use of the Villas lots only.

14. All terms & conditions contained in the agreement not modified in this Amendment shall continue in full force and effect and to the extent this Amendment modifies, or is inconsistent with such terms & conditions, this Amendment shall prevail.

The following needs to be added to the website as "stand alone" documents in the order shown to decrease or eliminate confusion:

The Original CCR's dated 1999

The Amended & Restated Declaration of CCR's dated 12/26/2000

2<sup>nd</sup> Amendment & Supplemental Declaration dated 01/24/2003 (should include the exhibits)

Exhibit C & D (added as separate doc's) from original CCR's for The Resort

Exhibit C & D (added as separate doc's) from the 2<sup>nd</sup> Amendment for the Villas

3<sup>rd</sup> Amendment & Supplemental Declaration dated 05/05/2015

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
THE RESORT AT EAGLE MOUNTAIN LAKE**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TARRANT

§

**THIS NOTICE OF DEDICATORY INSTRUMENTS FOR** The Resort At Eagle Mountain Lake (this "Notice") is made effective as of the 24<sup>th</sup> day of January, 2003, by The Resort at Eagle Mountain Lake, L.P. (the "Declarant").

**WITNESSETH:**

**WHEREAS**, by the certain instrument entitled "Declaration of Covenants, Conditions, and Restrictions for the Resort at Eagle Mountain Lake" (the "Declaration"), which was recorded in the Official Public Records of Tarrant County, Texas under Clerk's File No. D199192720 and "Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Resort At Eagle Mountain Lake, A Tarrant County Subdivision" filed on July 30, 1999 in the real property records of Tarrant County, Texas (collectively the "Prior Restrictions") and;

**WHEREAS**, pursuant to Article 9.1 of the Declaration the Declarant has the sole authority to include additional real property to the planned development covered by the Declaration. Such additional real property is more particularly described in item 1 of the "Second Amendment and Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Resort at Eagle Mountain Lake" attached hereto and incorporated herein by reference; and

**WHEREAS**, pursuant to Article 17.1, section (iii) of the Prior Restrictions the Declarant shall have the sole right to amend the Declaration, in whole or in part; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a dedicatory instrument that has not been previously recorded in the real property records of the county in which the planned development is located must be filed; and

**WHEREAS**, the Declarant desires to record the attached dedicatory instruments in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 200.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as "Second Amendment and Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for The Resort At Eagle Mountain Lake, A Tarrant County subdivision"



**SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE RESORT AT EAGLE MOUNTAIN LAKE  
A Tarrant County subdivision**

WHEREAS, the "Declaration of Covenants, Conditions, and Restrictions for The Resort at Eagle Mountain Lake", hereinafter the "Declaration" was filed in Tarrant County, Texas on July 30, 1999 and;

WHEREAS, The Declarant desires to modify the Declaration of Covenants, Conditions, and Restrictions for The Resort at Eagle Mountain Lake effective January 24, 2003 as set forth below;

1. "Exhibit E" attached hereto is made a part of the Declaration and a part of Article XVII, Section 17.4 Exhibits. Any land described in "Exhibit E" that is not included in "Exhibit A" of the Declaration is hereby made a part of such "Exhibit A" of the Declaration AND is additional land made a part of The Resort under the authority granted in Sections 9.1 and 17.1 of the Declaration.
2. Article II Definitions - 2.17 "Golf Course" is deleted in its entirety and replaced with the following language: "a semi-private golf course for the use and enjoyment of Members of the Association, Owners and their families in addition to such members and individuals allowed access by the record owners and management of the course."
3. Article II Definitions - an additional definition is added as follows: "2.31 "GCV": A lot located in the Golf Course Villas which property legal description is set forth in "Exhibit E"
4. Article VIII - Section 8.1, paragraph 3, insert the following at the end of the first sentence: "...and \$700.00 for each GCV Lot owned. These Base Assessments are in addition to any fees which may be required in the "The Resort Rules And Regulations The Villas" for lawn maintenance."
5. Article XIII - 13.1 Golf Course: The second paragraph is hereby deleted in its entirety.
6. Exhibit C Architectural Rules - 2.6 Application Fee Required: Delete this section and replace with the following language: "No application or plan will be processed without an application fee of \$150.00 which shall be paid at the time a plan is submitted. The application fees cover the cost of reviewing your plans by the ARC and a licensed architect and are non-refundable."
7. Exhibit C Architectural Rules - 5.2 Minimum Floor area: Delete in its entirety and replace with the following: "The total air-conditioned living area of the main residential structure constructed on each Lot, (except GCV Lots) as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 2,500 square feet for interior lots and 3,000 square feet for lots located on the lake,

canal or golf course (hereinafter called "Amenity Lots"), or the minimum habitable floor area as specified by Tarrant County or the governing entity or entities having jurisdiction over same, whichever is the greater.

8. Exhibit C Architectural Rules – 5.6 Boat Docks: add to the end of the last sentence: "and must be in compliance with Tarrant Regional Water District."
9. Exhibit C Architectural Rules – 5.8 Fencing and Walls
  - (a) Insert in (a) between the fourth and fifth sentences the following sentence: "Privacy Fence" shall mean a fence constructed along the portions of each side yard."
  - (b) Delete the following language from (a), Sentence 9: "Except as specifically permitted hereby..." and replace with: "With the exception of a Privacy Fence,...".
  - (c) Delete the following language from (b), Sentence 9: "Except as specifically permitted hereby..." and replace with: "With the exception of a Privacy Fence,...".
10. Exhibit C "Architectural Rules" – 5.20 Roofing: Add the following sentences between the first and second sentences: "Composition roofs are not restricted to specific brand names, however they must be of equal or better quality and appearance as Capstone or Slateline. Other styles or qualities of composition roofs may be used only with the approval, given on a case-by-case basis, of the ARC. Z-ridges shall be required on all roofs."
11. Exhibit C "Architectural Rules" – 5.21 Setbacks and Height Limitations: In subsection (a.) Front Yard, delete: "Structures may not be closer than forty-three (43') from the front property line" and replace with "Structures may not be closer than twenty-five feet (25') from the front property line, and forty-three feet (43') from the street."
12. Exhibit D "Rules and Regulations" – Section 6.4 Construction Schedule: Replace first sentence with: "Approved construction is limited to Monday through Saturday 7:00 a.m. to 6:00 p.m."
13. "Exhibit 'C' The Villas Architectural Rules" and "Exhibit 'D' The Villas Rules and Regulations" attached hereto are made a part of the Declaration and a part of Article XVII, Section 17.4 Exhibits and shall be a supplement to replace "Exhibit C The Resort Architectural Rules" and "Exhibit 'D' The Resort Rules and Regulations" only for GCV Lots.
14. All terms and conditions contained in the Agreement not modified in this Amendment shall continue in full force and effect and to the extent this Amendment modifies, or is inconsistent with, such terms and conditions, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed by their duly authorized officers as of the Amendment Date.

**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  
Name: Mehrdad Moayedi  
Its: President

**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  
Name: Mehrdad Moayedi  
Its: President



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(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect within The Resort or any improvement constructed upon any property within The Resort, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of The Resort, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the Builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

**Article XIII Golf Course**

**13.1. General.**

The Association, owner, lessee, manager, or operators of the Golf Course shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, establishment and modification of use fees, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

~~Notwithstanding the above, the Golf Course initially shall be operated as a private course for the use and enjoyment of the Owners and their families, lessees and guests. The operation of the Golf Course as a private course may not be changed without the consent of the Declarant. Consent of the Association, any Member, or any Owner shall not be required to effectuate any change in ownership or operation of the Golf Course, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.~~

**13.2. View Impairment.**

Neither Declarant, nor the Association, guarantees or represents that any view over and across the Golf Course from Lots adjacent to the Golf Course will be preserved without impairment. The Association, or the lessee, manager, or operator of the Golf Course shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the Association, or the lessee, manager, or operator of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways, and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

**13.3. Rights of Access and Parking.**

There is hereby established for the benefit of the Golf Course, its guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within The Resort reasonably necessary to travel between the

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any portion of the property within The Resort, including Lots, and a perpetual nonexclusive easement of access throughout The Resort to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

**10.8. Termination of Rights.**

The rights contained in this Article shall not terminate until the earlier of (a) 40 years from the date this Declaration is Recorded, or (b) Recording by Declarant of a written statement that all sales activity has ceased.

**PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY**

*The nature of living in a planned community, with its wide array of properties and development types and ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Association, and others in or adjacent to the community.*

**Article XI Easements.**

**11.1. Easements in Common Area.**

Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The Board's right to:
  - (i) adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
  - (ii) suspend the right of an Owner to use recreational facilities within the Common Area (a) for any period during which any charge against such Owner's Lot remains delinquent, and (b) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to the By-Laws;
  - (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
  - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;
  - (v) permit use of any recreational facilities situated on the Common Area by Persons other than Owners, their families, lessees, and guests upon payment of use fees established by the Board; and