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Mary Louise Garcia, Mary Louise Garcia

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

§ §

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

THIS FIFTH 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 \( \frac{1}{2} \) day of \( \frac{1}{2} \) day of \( \frac{1}{2} \) (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 Third Amendment;

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. <u>Defined Terms</u>. 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."

- 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. <u>Severability</u>. 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.
- 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 Daily §

This instrument was acknowledged before me on the 17 day of 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.

TREVOR KOLLINGER
Notary Public, State of Texas
Comm. Expires 01-05-2021
Notary ID 130950327

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

Mehrdad Moayedi, President

STATE OF TEXAS §
COUNTY OF Dallas §

By:

This instrument was acknowledged before me on the 19 day of 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.

TREVOR KOLLINGER
Notary Public, State of Texas
Comm. Expires 01-06-2021
Notary ID 130950327

Notary Public, State of Texas