ARTICLES OF INCORPORATION

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FILED
In the Office of the
Secretary of State of Texas

MAR 24 1986

Clerk I-C
Corporations Section

ARTICLES OF INCORPORATION

OF

EAGLE MOUNTAIN OAK HARBOR HOMEOWNERS' ASSOCIATION, INC.

ARTICLE ONE

The name of the corporation is Eagle Mountain Oak Harbor Homeowner's Association, Inc.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are: to provide for maintenance, preservation and architectural control of residence Lots and Common Areas within the property under the jurisdiction of the Association.

ARTICLE FIVE

The street address of the initial registered office of the Corporation is 1845 Precinct Line Rd., Suite 101, Hurst, Texas, 76054, and the name of its initial registered agent at such address is Don L. Davis.

ARTICLE SIX

The number of directors constituting the initial board of directors is three while Class B membership exists. Upon reversion of Class B membership to Class A, two additional directors will be elected as provided in the By-Laws of the Eagle Mountain Oak Harbor Homeowners' Association. A total of five directors will then govern as provided in the By-Laws. The names and addresses of the persons who are to serve as the initial directors are:

Don L. Davis, 1845 Precinct Line Rd., Suite 101, Hurst, Texas, 76054; Bob R. Franks, 1845 Precinct Line Rd., Suite 103, Hurst, Texas, 76054; Ronald G. Brown, 1225 Oak Harbor Blvd., Azle, Texas, 76020.

ARTICLE SEVEN

The name and street address of each incorporator is: Don L. Davis, 1845 Precinct Line Rd., Suite 101, Hurst, Texas, 76054; Bob R. Franks, 1845 Precinct Line Rd., Suite 103, Hurst, Texas, 76054; Ronald G. Brown, 1225 Oak Harbor Blvd., Azle, Texas, 76020.

DON L. DAVIS

BOB R. FRANKS

RONALD G. BROWN

3/21/86
Date

STATE OF TEXAS ¶

COUNTY OF TARRANT ¶

Before me, a notary public, on this day personally appeared Don L. Davis, Bob R. Franks, and Ronald G. Brown known to me to be the persons whose names are subscribed to th foregoing document and, being by me first duly swown, severally declared that the statements therein contained are true and correct.

Barbara J Jett
Notary Public in and for
The State of Texas
Commission Expires: 3/3/87

EXHIBIT "A - 3"

EXHIBIT "A - 3"

BYLAWS

AMENDED BY-LAWS

OF

OAK HARBOR HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the non-profit corporation is Oak Harbor Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located in the City of Azle, County of Tarrant, State of Texas. Meetings of members may be held at such places within the State of Texas, County of Tarrant, as may be designated by the Board of Directors. Meetings of directors may be held at such places either within or without the State of Texas, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to Oak Harbor Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" or "Common Property" shall mean all areas of the Properties intended to be devoted to the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map or plat of the Properties which is designated as a lot therein and which is or will be improved with a residential dwelling with the exception of the Common Area and any areas obviously not designated for the construction of residential dwellings thereon.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers, but excluding those holding an interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Dimension V, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of constructing a residence.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Tarrant County, Texas.

Section 8. "Member" shall mean and refer to each owner entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, and shall be called by the secretary upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days but not more than 60 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Whenever any notice is required to be given to any member under the provisions of any statute or of these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be equivalent to the giving of such notice. Attendance of any member at a meeting shall constitute a waiver of notice of such meeting, except

where a member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The vote of members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the members meeting, unless the vote of a greater number is required by the Declaration, or by law.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five directors, who need not be members of the Association, subject, however, to the terms and conditions stated in the Amended Articles of Incorporation for the election of a fourth and fifth director.

Section 2. Term of Office. At the first annual meeting the members shall elect one or more directors for a term of one year, one or more directors for a term of two years, and one or more directors for a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three years to the positions expiring.

Section 3. Removal; Replacement. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, removal or vacancy of a director, his successor shall be selected by a vote of a majority of the remaining members of the Board through less than a quorum and shall serve for the unexpired term of this predecessor. Any directorship to be filled by reason of an increase in the number of directors shall be filled at an annual meeting or

at a special meeting of the members entitled to vote called for that purpose.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting they could take at a meeting by obtaining the written approval of all the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at

such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right of a member to use of the common properties and/or common facilities during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period; and

(3) with regard to any assessment or part thereof paid within forty (40) days after the delinquency date, act on behalf of the Association to bring an action at law against the owner and/or to foreclose the lien against the property, as such procedure is set forth in the Declaration;

(d) issue, or to cause an appropriate officer to issue, upon demand by any owner liable for said assessment, a certificate setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) perform such other functions as stated in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; shall co-sign all checks and promissory notes; and shall convey to the Managing Agent, retained pursuant to Article X, the decisions made by the Board of Directors in the exercise of its powers and duties.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of

meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of the account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

PROFESSIONAL MANAGEMENT

The Board of Directors, at its first quarterly meeting after its formation, shall enter into an agreement with a professional management agent ("Managing Agent"). Such Managing Agent shall exercise the day-to-day management of the subdivision pursuant to such guidelines as may be set by the Board of Directors at their quarterly meetings.

Such management agreement shall be initially for a period of two years and thereafter for a period of one year. Such contract shall provide for the termination by either party without cause on 90 days written notice.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within forty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Oak Harbor Homeowners' Association, Inc."

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members of the Association entitled to cast a vote.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Oak Harbor Homeowners' Association, have hereunto set our hands this _____ day of _____, 1991.

_____

_____

_____

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Oak Harbor Homeowners' Association, Inc., a Texas non-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1991.

_____
SECRETARY

EXHIBIT "A - 2"

EXHIBIT "A - 2"

Document Scanned
By: Backer Date: 11/8/04
File Name: 088 Exhibit A-2 Articles of Inc 092904

RIDDLE & WILLIAMS
3811 TURTLE CREEK BLVD #1050

DALLAS TX 75219

Submitter: RIDDLE & WILLIAMS P C

Notice of Filing of Dedicatory Instruments for Oak Harbor Estates

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SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	09/29/2004 10:40 AM		
Instrument #:	D204304765		
	OPR	23 PGS	$56.00

By: _____

D204304765

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

(22)
OPR

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
OAK HARBOR ESTATES

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR OAK HARBOR ESTATES (this "Notice") is made this 15 day of ~~August~~ September, 2004, by Eagle Mountain Oak Harbor Homeowner's Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates was recorded in Volume 8499, Page 955 *et seq.*, of the Deed Records of Tarrant, County, Texas, and such restrictive covenants were subsequently amended by the "Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates", filed of record on July 8, 1992, at Volume 10697, Page 2260 *et seq.*, of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

Document Scanned
By: ppacku Date: 11/8/04
File Name: 088 Notice of Filing 092904

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

EAGLE MOUNTAIN OAK HARBOR HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation

By: Barbara Shetford

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Shetford, Board of Directors of Eagle Mountain Oak Harbor Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th day of ~~August~~ September, 2004.

TERESA GOMEZ
MY COMMISSION EXPIRES
DECEMBER 29, 2004

Teresa G Gomez
Notary Public for the State of Texas

12/29/04
My Commission Expires

AFTER RECORDING, RETURN TO:
Dean A. Riddle, Esq.
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

G\Notice.ded\EagleMtOakHarbor.notice

EXHIBIT "A"

DEDICATORY INSTRUMENTS

1. Amended By-Laws of Oak Harbor Homeowner's Association, Inc. (adopted 1991)

2. Articles of Incorporation of Eagle Mountain Oak Harbor Homeowner's Association, Inc. (filed with the Secretary of State on 3-24-86)

3. Assessment Collection & Cash Application Policy (effective 10-31-02)

COVENANTS, CONDITIONS
&
RESTRICTIONS

ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN ARE HEREBY DELETED.

RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR OAK HARBOR ESTATES

WHEREAS, on the 31st day of March, 1986 there was recorded in Volume 8499, Page 955 of the Records of Tarrant County, Texas, a "Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates" (hereinafter referred to as "Declaration"), which Declaration was amended by subsequent documents recorded in Volume 8623, Page 842; Volume 8761, Page 975; Volume 9119, Page 724; and Volume 9226, Page 1976, of the Records of Tarrant County, Texas, and

WHEREAS, Declarant in such Declaration has no current interest in said land or addition covered by such Declaration, and

WHEREAS, such Declaration reserved unto Declarant certain privileges and prescribed certain duties for Declarant, and

WHEREAS, all of the streets, utilities and street lights in the addition have been completed and all common elements are available for the use and the benefit of the property owners and others as set forth in said Declaration, and

WHEREAS, Dimension V, Inc. has become the owner of all of the lots as set out on Exhibit "A" attached hereto and made a part hereof, and intends to market and sell the lots which it owns as aforesaid, and

WHEREAS, there is no further need or function for Declarant to perform, but for consideration paid and services delivered to the Addition by Dimension V, Inc., the Board of Directors of the Eagle Mountain Oak Harbor Homeowner's Association, Inc., by action on June 26, 1991, granted to Dimension V, Inc. the voting rights which would have been formerly owned and held by Declarant, it being specifically understood that Dimension V, Inc. assumes none of the obligations and liabilities of Declarant, and

WHEREAS, the Declaration provides for amendments to the Declaration upon an approval of 70% of the eligible voters in the "Addition", and

WHEREAS, the Board of Directors of the Eagle Mountain Oak Harbor Homeowner's Association, Inc. and Dimension V, Inc. agree that certain amendments should be accomplished at this time to reflect the fact that Declarant is no longer involved and has no rights, privileges or duties in connection with the "Addition."

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WHEREAS, there is a need to provide more precise and definitive guidelines and standards to assist the Architectural Control Committee in the performance of its duties.

WHEREAS, the entire "Addition" will benefit and the value of the various properties therein will be enhanced by improving the covenants and restrictions applicable thereto.

NOW, THEREFORE, such amendments having been adopted pursuant to said original Declaration the Restated and Amended Declaration now reads as follows:

AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR OAK HARBOR ESTATES

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Eagle Mountain Oak Harbor Homeowner's Association, it successors and assigns.

(b) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed or record pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to Lot 118, Block 1 on the recorded subdivision plat(s) and all other properties, which the Association may acquire for use as common properties, together with all improvements that are now or may hereafter be constructed on property owned or later acquired. The Common Properties to be owned by the Association shall include beaches; walls and signs; seawall adjacent to common properties; irrigation systems; landscaping; recreational facilities and entryways. So much of the seawall as is adjacent to an individually-owned property shall be owned by the respective individual owner.

(d) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of

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the Properties, as amended from time to time, which is designated as a lot therein.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to each Owner as provided herein in Article III.

(g) "Declarant" is understood to mean OAK HARBOR JOINT VENTURE, the original developer of the addition, which executed and imposed the original Declaration and, the five amendments thereto of record, on the addition, it being expressly stipulated and understood that Declarant has no current interest in the land or the addition covered by this Declaration.

(h) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section I of Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO

Section 1. Existing Property. The real property that is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration (hereinabove defined as the "Existing Property") is located in Azle, Tarrant County, Texas, and is more particularly described in Exhibit A attached hereto and made a part hereof.

Section 2. Additions of Existing But Undeveloped Property. On the plat(s) of Oak Harbors Estates there is shown, for future development, Block 10 and Block 1, Lot 156, as recorded in Volume 388-197, Pages 29 and 31, Block 9R as recorded in Volume 388-207, Page 92, which may be incorporated by the owners of such property upon compliance, and only upon compliance, with the following:

(a) The supplementary Declaration required therefor shall, in no event, otherwise modify or attempt to modify the covenants established by the original Declaration or this amendment thereto for the existing properties;

(b) By the terms of the supplemental Declaration covering Blocks 9R and 10 and Lot 156, Block 1, or any part thereof, the jurisdiction, function, duties and membership of

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the Association shall be extended to cover such property so added;

(c) Such supplementary Declaration shall specifically provide that all property owners in such property to be added shall be subject to and become obligated to pay assessments as provided in said original Declaration and this amendment thereto.

Section 3. Additions of Existing Developed Property. On the plat referred to in Section 2 above, Lots 111 through 117 in Block 1, may become subject to these Amended Covenants, Conditions and Restrictions for Oak Harbor Estates at the election of the owner thereof, provided only that such election must be as to the entirety of these Amended Covenants, Conditions and Restrictions.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each purchaser of any lot by acceptance of a deed thereof shall be conclusively presumed to have affirmatively agreed to participate in Eagle Mountain Oak Harbor Estates Home Owner's Association, including the payment of all annual and special assessments (save and except Dimension V, Inc., its successors or assigns, shall not be required or obligated to pay assessments of any kind on any Lot so long as title is vested in it, its successors or assigns), and the purchaser agrees to join said Association and comply with all its covenants and conditions, and such participation in the Association shall be a covenant running with the land and binding upon the heirs, successors and assigns of the purchaser.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of Dimension V, Inc., its successors or assigns, Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member(s) shall be Dimension V, Inc. The Class B Member(s) shall be entitled to four (4) votes for each Lot owned by Dimension V, Inc., its successors and assigns.

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ARTICLE IV

LAND USE AND CONSTRUCTION OF BUILDINGS

Section 1. Use of Land. Only one single family residence and incidental outbuildings shall be constructed or permitted to remain on any lot or plot.

No lot or plot and no residence or outbuilding located thereon shall ever be used for other than a single family residence or purposes incidental thereto.

No garage or outbuilding on any lot or plot shall be used as a residence or living quarters, temporarily or otherwise, except by servants engaged on the premises. No dwelling shall be occupied in any manner at any time prior to completion. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion.

The foregoing restrictions shall not be construed to prevent the construction on any portion of said lots of a boathouse, bathhouse, or like structure provided that such structure shall correspond in style and architecture to the main dwelling and shall be designed and used exclusively for the convenience of the occupants of the residence theretofore constructed on the lot upon which the same is located.

Location on Lot: The placement of any residence or other structure on a lot should take into consideration the location of future structures so as not to interfere unnecessarily with the aesthetics or view of the lake of neighboring lot owners.

Frontage: Every dwelling erected on any plot shall front on and present a good frontage on the street and every dwelling erected on corner plots shall present good frontage on both streets. Lots adjacent to the lake shall also present good frontage in that direction.

Building Time: There is no restriction on length of time for a lot to be held before construction is started. It is required, however, that the lots be cleaned and kept clean and mowed.

Section 2. Garages. No garage, or other structure designed or intended to be used for the storage or housing of automobiles or other vehicles, shall be constructed in such a way so that the doors, or openings thereof, will face toward any dedicated street which is a boundary to the lot, it being expressly stipulated and understood such structure may face an alleyway. On any lot contiguous to the lake, no garage shall be constructed in such a way that the doors are opening facing the lake. If the Architectural Control Committee, however, shall determine, in its sole discretion, that no residence may suitably constructed upon a

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lot otherwise. this prohibition may be waived so that the garage may face the lake or the adjoining side street, if necessary. (See also Article IV, Section 6.)

Section 3. Building Lines. No dwelling, outbuilding or other structure, or any part thereof, shall be erected or maintained on any plot nearer to the adjoining street or streets than the building lines shown on the recorded map. Building lines for front and corner lots are shown on final plats. Any side yard for interior lots shall not be less than five (5) feet and no rear yard shall be less than twenty five (25) feet. Customary architectural appurtenances such as cornices, bay window, spouting and chimneys, may not extend into the side yard more than eighteen (18) inches.

No fence or wall, or other detached structure shall be erected or maintained on any part of any plot closer to the street than the building set-back line from the street.

The location of each building on each lot and the determination of front and side set back lines shall be subject to the approval of the Architectural Control Committee, provided that in every case the set back lines shall be in compliance with the minimum standards set by the City or other applicable governing authority.

Section 4. Dwelling Free Space. No dwelling, including porches, attached garages or greenhouses, but excluding cornices, spoutings, chimneys and purely ornamental projections, shall occupy more than 75% of the width of the plot on which it is erected, such width to be measured along the building line nearest the respective streets on which such plot fronts, except that with written consent of the Architectural Control Committee, the dwelling may occupy as much as 80% of said width of the plot.

Section 5. Signs. No sign or signs shall be displayed to the public view on any Lot except that:

(a) Dimension V, Inc. may erect and maintain a sign or signs deemed reasonable or necessary for the construction, development, operation, or promotion and sale of the Lots, but in no case shall a permanent sign exceed fifteen (15) square feet in area;

(b) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than twelve [12] square feet in size) per Lot for advertising and sales promotion;

(c) thereafter, a dignified "for sale" sign (of not more than six [6] square feet in size) may be utilized by the Lot Owner of the respective Lot for sale of the Lot.

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Section 6. Outbuildings. Every outbuilding shall correspond in style and architecture to the dwelling to which it is appurtenant. No outbuildings shall exceed in height the dwelling to which it is appurtenant, without the written consent of the Architectural Control Committee. If any outbuilding or garage is a part of the dwelling or attached thereto by breezeway or otherwise, then it shall be considered as part of said dwelling and shall be so located as to comply with the restrictions and covenants herein contained which relate to dwelling set back and building lines.

Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Plans for garages shall be subject to the approval of the Architectural Control Committee.

Section 7. Dwellings. No residence shall be constructed upon any plot in which the total dwelling area, exclusive of garages, porches and outbuildings, is as follows:

Block I, Lots 21-31 = minimum 2200 square feet.
Block I, Lots 39-60 = minimum 2200 square feet.
Block I, Lots 73-90 = minimum 2200 square feet.
Block I, Lots 99-110 = minimum 2200 square feet.
Block I, Lots 119-129 = minimum 2200 square feet.
All other lots a minimum of 1800 square feet.

Section 8. Height. No building or structure on any Lot shall exceed two (2) stories in height unless otherwise specifically approved by the Architectural Control Committee. The construction of basements may be approved by the Architectural Control Committee if and when the sloping topography of a Lot reasonably permits such construction.

Section 9. Temporary Structures and Vehicles. No temporary structure of any kind, except a sign, shall be erected or placed upon any Lot. However, a temporary building or shack for office purposes may be located on a Building Site during the period of time that construction of the permanent residence is underway, but shall be removed within five (5) days after completion of construction. The Association has the right to enter in and upon any Building Site for the purpose of removing any structures being maintained thereon in violation of these restrictions and shall not be liable to any person or persons for any damages of whatsoever nature arising therefrom. Any truck, bus, boat, boat trailer, trailer, mobile home, camp-mobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be stored, placed or parked within the property of the appropriate Lot Owner and concealed from view by other Lot Owners, and from the street, side lots and lake. No vehicles are permitted to be parked on any street overnight. For the purpose of this section, conventional automobiles shall be a passenger auto, a van, a pick-

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up used for non-commercial purposes, or station-wagon with no greater seating capacity than eight (8) full sized adults.

Building Cleanup: Builder is responsible for trash and brush cleanup of lot. A dumpster and trash hauling service shall be provided for by the builder. *NOTE: It is illegal to push trash on lots next to house being built. Builder is responsible for actions of his sub-contractors. Concrete trucks are not allowed to wash out on any lot other than the one they are pouring. The contractor shall furnish to the construction site on any lot a portable, temporary latrine or toilet.

Section 10. Fences. Fencing on lake lots must be kept to a minimum and in no case shall any fence or wall be erected, placed or altered on any Lot nearer to the front property lines than specified in the setback requirements above. No fence or wall shall exceed six (6) feet in height unless otherwise specifically required by the City of Azle. No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Control Committee. All clothes lines, dog runs, and tool sheds, must be enclosed within fences, walls or landscaping so as not to be visible by other Lot Owners or from the lake. All materials shall be subject to the approval of the Architectural Control Committee. But in no case shall wire fencing be allowed. A wing wall shall not exceed a height of four (4) feet.

Section 11. Trash Receptacles and Collection. All trash receptacles shall be screened by fences or shrubbery so as not to be visible by other Lot Owners. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Azle for collection and removal of garbage and trash on a regular basis. If the Lot Owner fails to make such provisions the Association may do so and assess the costs thereof to the Lot Owner. Each and every Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Azle or the Association, or both, in connection with the storage and removal of trash and garbage.

Section 12. Exterior Surfaces, Areas, Sidewalks and Flatwork. Refer to approved sidewalk plan and construction as provided by the City of Azle. All flatwork, including driveways must be concrete. Driveway approach and sidewalk parallel to street must be finished concrete, not exposed aggregate. Installation of all types of exterior items and surfaces such as lights, mail chutes, towers and antennas, shall be subject to the prior approval of the Architectural Control Committee. No visible radio or television aerial or antenna shall be erected or maintained. Antennas which cause unreasonable reception interference shall not be permitted. Satellite dishes shall in no case be permitted.

Section 13. Construction. The exterior of every dwelling, including attached garages but exclusive of roofs, windows and

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doors, shall be at least 75% brick, stone, stucco, or other masonry material approved by the Architectural Control Committee. Chimney chases shall be of the same brick, stone, stucco, or other masonry material approved for the residence proper.

Roof: A minimum of 8/12 pitch is required. Any exceptions must be approved by the Architectural Control Committee. Roofs shall be of any roofing material approved by the Association except that composition asphalt shingles, including 3-tab composition shingles, shall in no case be permitted. Non-combustible treated wood shingles, tile, or laminated composition shingles, equivalent to Elk Prestique 2 or better, are acceptable.

Brick: Brick will not be of the identical color as adjacent houses.

The material used in the greenhouses, boathouses and all other outbuildings shall be the same material as required in the residence, unless a substitute material is approved by the Architectural Control Committee.

The improvements constructed on every plot shall include the paving of all driveways, parking areas and sidewalks on the plot in their entirety with concrete or other surface approved by such Committee (see also Article IV, Section 12).

Postal Service: At such time postal service to the residences begins, a postal receptacle should be built at the curb which is consistent with the residence, i.e. masonry.

Section 14. Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Lot Owners. No tank for the storage of oil or other fluid may be maintained on any Lot above the surface thereof. Above ground swimming pools are not allowed. No animals, livestock or poultry of any kind shall be raised, bred or maintained. Domestic pets such as dogs and cats may be kept, but the same shall not be bred for commercial purposes. No automobile repairing or overhauling shall be carried on in any Lot in such a manner as to distract from the appearance of the property. No vehicles of any kind shall be kept or stored on any Building Site.

Section 15. Control of Weeds; Exterior Appearance. If, at any time, an owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a reasonable sum for mowing or cleaning said Lot on each respective occasion of such mowing or the assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a

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continuing lien upon such Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The cause of action and the lien securing the payment of such assessment shall be perfected and collected in the manner prescribed in Article VII, Section 6 hereof for annual assessments.

Section 16. Exterior Maintenance. The Owner shall provide all necessary exterior maintenance for the improvements upon each Lot. If such exterior is not maintained, and failure to maintain causes a detriment to the surrounding homes in the neighborhood of which it is a part, the Association may elect to give notice to the Owner and the actual occupants of such Lot of such failure to maintain. Such notice shall specify in detail the type and nature of the Owner's failure to maintain such exterior. If the needed maintenance is not completed by the Owner or occupant within thirty (30) days, the Association shall have the authority to go onto such Lot for the purpose of repairing and replacing those items and collect from the Owner of said Lot a reasonable sum for repairing and replacing such items, plus interest at a rate per annum which shall be the higher of 1) 15%, or 2) the highest legal rate. The assessment, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The cause of action and the lien securing the payment of such assessments shall be perfected and collected in the manner prescribed in Article VII, Section 6 hereof for annual assessments.

Section 17. Easements Reserved. No building or other permanent structure shall be erected or maintained on any part of any area designated as utility or drainage easements on the recorded map, but the owners of plots may erect and maintain a fence, hedge or driveway along the property line within such easements, but subject at all times to the prior right to uses in such area for the purposes for which such easements are reserved, including the right of such user to remove any construction that may be placed in such easements that would constitute interference with the use of such easement so reserved, or with the use, maintenance, operation or installation of such utility.

Section 18. Boathouses, Docks and Boat Ramps. Boathouses and docks constructed in Eagle Mountain Lake, whether floating or fixed, permanent or temporary, which are attached in any manner to the shoreline, the seawall, or any portion of any lot, shall be subject to this Declaration and the owner of any lot so related to a boathouse shall be deemed to have agreed to this specific

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covenant, and the Architectural Control Committee shall have the right to review and approve all plans for such structures which shall be subject to the pertinent criteria as hereby established for the lot to which such boathouse is appurtenant, and the Association shall have the right to enforce these restrictions as they relate to such boathouses, irrespective of whether or not they have been approved by the Tarrant County Water Control and Improvement District #1.

Boat and Other Storage: Should be incorporated as part of the garage or otherwise be completely screened from the street or lake.

It shall be permissible for each lot owner to construct a boat ramp on such lot, including the right to breach the seawall for that purpose, provided that plans for such boat ramp shall have been presented to the Architectural Control Committee and permission has been appropriately given. The construction of such boat ramp shall not impair the integrity of the sea wall itself.

Section 19. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at Association's expense.

Section 20. Sea Level Elevation. The lower floor of every residence shall be at an elevation not lower than 660 feet above sea level. This prohibition shall not apply to "wet rooms" in which there is installed no connection to a sewer system of any kind.

ARTICLE V

ARCHITECTURAL CONTROL OF IMPROVEMENTS

Section 1. Architectural Control Committee. The Board of Directors of the Association, in order to discharge its responsibility for insuring compliance with these covenants and restrictions, shall appoint an Architectural Control Committee. Such Committee shall consist of five members. Dimension V, Inc. shall have the option of designating three of the members of the Committee to be appointed. The Board delegates to such Committee its duties and its power to perform same with respect to these covenants and restrictions. With the exception of the three members designated by Dimension V, board members shall serve a term of three years. The Board members designated by Dimension V, Inc. shall terminate when Dimension V, Inc. shall own less than five (5) lots in the Addition.

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Section 2. Duties of the Architectural Control Committee. The duties of the Architectural Control Committee shall be to review all plans and specifications for proposed improvements to every Lot in the addition and to examine them as to their conformity with the provisions of the Amended Declaration and the By-Laws and if found satisfactory, to approve same. The committee shall exercise its discretionary authority with reasonableness and with the intention to maintain high quality, orderly and attractive development of the addition.

Section 3. Approval of Plans. No Buildings, fence, wall, including but not limited to the seawall, terrace, deck or other structure shall be commenced, altered, erected or maintained, nor shall any addition, or change or alteration therein be made unless plans and specifications, plot plans and grading plans thereof, showing the location of such building, structure, or improvement or other information concerning the same which is satisfactory to the Association, shall have been submitted to and approved by the Committee and a copy of all such plans, specifications and other written information shall be left with the Committee after approval thereof by it.

The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

The Committee in review of the plans so submitted shall take into account the following:

(a) quality of workmanship and material;
(b) conformity and harmony of external design, color, texture, and height with existing structures;
(c) location with respect to topography, height and finished grad elevation;
(d) conformity to requirements of and agreement with the City of Azle, such as sidewalks, etc.
(e) the other standards set forth within this instrument.

Section 4. Procedure. The committee shall adopt reasonable procedures for their review of the plans and specifications and shall require two complete sets of plans and specifications for any such proposed improvement, one copy of which is to be kept in a file maintained by the Committee for the Committee's use. The Board may, at its discretion, after the expiration of a reasonable period of time after the completion of the proposed improvements, dispose of its copy of such plans and specifications.

The Committee shall act upon the plans and specifications submitted to it within ten (10) working days of the submission of the plans and specifications in their complete form, and failure of

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the Committee to so act within a twenty (20) working day period shall constitute approval of the improvements contemplated by the plans and specifications submitted.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications are approved by the Committee, one copy will be retained by the Committee and the other complete set of plans and specifications shall be marked "Approved" and returned to the Lot Owner. If such plans and specifications are found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be marked "Disapproved" and returned to the Lot Owner, accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. One set of such disapproved plans and specifications shall be retained by the Committee. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing.

Section 5. Indemnification. No member of the Board of Directors of the Association nor any member of the Architectural Control Committee shall be personally liable for any action taken, or not taken, in the performance of the duties and interpretation of these covenants and restrictions.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article, every Member and every tenant of every member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to such lot shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members);

(b) Subject to a majority vote of the Member(s), both Class A and Class B combined, at a meeting duly called for that purpose, to borrow money for the benefit of the Common

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Properties and facilities and to execute mortgages on same to secure the payment of such loans, if required.

(c) The right of the Association to enter into and execute contract with third parties for the purpose of providing maintenance or such other materials or services consistent with the purpose of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of the Association, as may be provided in its By-Laws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties and/or common facilities for any period during which any assessment against a Lot resided upon by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) Subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Association, both Class A and Class B combined, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members;

(g) Seawall and beach bordering a lot shall be exempt from the right and easement of use and enjoyment provided for herein, and the right and easement of use and enjoyment of so much of the seawall and beach as borders a Member's Lot shall belong only to such Member and tenant of such Member.

ARTICLE VII

COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each purchaser and owner of any Lot (save and except any Lot owned by Dimension V, Inc., its successors or assigns) by virtue of the conveyance to him, whether acknowledged by provision in such conveyance or not, shall be deemed to have covenanted and agreed to pay to the Association all annual assessments and special assessments as hereinafter provided. Such annual and special assessments, together with interest thereon and cost of collection of same, shall be a charge upon the Lots and shall constitute a lien upon the particular Lot against which each such assessment is made, and shall be a personal obligation of the person or persons who was or were the owner of such property at the time the assessment fell due. Whether or not the Lot is improved by a residence, the full assessment shall be due and payable. No owner

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of any lot can exempt the same from the obligation to pay these assessments, by dedication of its use or non-use, by a recorded document or otherwise.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadways, entryways, walkways, greenbelt areas, seawall, boat ramps, recreational areas, or other properties, services and enjoyment of the Common Properties including, but not limited to the payment of taxes on the Common Properties and the repair, replacement and additions thereto; the premiums on insurance, hazard and liability; and for paying the cost of labor, equipment required for, and management and supervision of, the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth herein and in the By-Laws; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Basis and Amount of Annual Maintenance Assessments. The Board of Directors, at its annual meeting next preceding each January 1st may set the amount of the maximum annual assessments for the following year for each Lot, provided that the maximum annual assessment may not be increased more than five percent (5%) above the maximum annual assessment for the previous year.

The annual assessment shall, in every case, be uniform and the same for each Lot in the addition and the base annual assessment shall be $18.00 per month per Lot, as determined by the Amendment dated March 26, 1987.

Section 4. Special Assessments. In addition to the annual assessments specified above, the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of any structure or facility connection with, or capital improvement relating to, the Common Properties, PROVIDED that any such special assessment shall have the assent of a majority of the membership, voting in person or by proxy, at a meeting duly called for that purpose. The affirmative vote required shall be the majority of the votes cast by both Class A and Class B members combined.

Any special assessment by the Association shall specify the due date thereof and a date not less than forty-five (45) days thereafter when such assessment shall be delinquent.

Such special assessments may include, but are not limited to, (1) assessments for taxes and governmental assessments levied on the Common Properties and insurance on the Common Properties (to the extent the Common Properties are insurable); (2) capital, tax and insurance and special individual assessments, together with

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such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. The cause of action and the lien securing the payment of such assessment shall be perfected and collected in the manner prescribed in Article VI, Section 6 hereof for annual assessments.

Section 5. Date of Commencement of Assessments; Due Dates. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, and, except as hereinafter provided, shall be payable monthly, in advance on the first day of each month thereafter. The First annual maintenance assessments shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the maintenance assessment for such month shall be prorated by the number of days remaining in the month. The first annual maintenance assessment shall be due and payable, in as many equal installments as there are monthly payment dates remaining in the first year, said installment to be due and payable, on said monthly payment dates. The same prorata reduction in the amount of the assessment shall apply to the first annual maintenance assessment levied against any other than the beginning of any assessment period.

The due dates if it is to be paid in installments, of any other assessment or special assessment under Section 4 shall be fixed in the respective resolution authorizing such assessment.

Section 6. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 5 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of Owners, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full

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force and effect. However, the sale or assignment of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or assignment. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days.

(c) Any assessment or part thereof not paid shall become delinquent thirty (30) days after its due date and, further, if not paid within forty (40) days from such delinquency date, the unpaid amount of such assessment shall bear interest from such date of delinquency at the higher annual rate of a) fifteen per cent (15%), or b) highest legal rate, and the Association, through its Board of Directors acting at a regular constituted meeting, shall adopt a resolution declaring such unpaid assessment delinquent and shall, at its election,

(i) cause to be recorded the affidavit of an officer of the Association setting forth the language of the resolution which shall reference the specific property and state the amount of the assessment which is to attach thereto.

(ii) bring an action at law against the Owner or Owners personally obligated to pay the same and undertake the collection of such judgment in such a manner as to the Board of Directors shall seem reasonable; and/or

(iii) foreclose in a judicial proceeding the lien against the property; and

(iv) in the event of (ii) and/or (iii) above, the judgment shall include in addition to the amount of such assessment and the interest accrued thereon, reasonable attorney's fees, together with court costs necessary for the collection of said delinquent amounts.

Section 7. Right of City of Azle. Unless a majority of the Lot Owners and the respective holders of the first mortgage liens on the respective lots owned by the Lot Owners have given their prior written approval, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event:

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(a) The Association dissolves and the Common Properties shall not be either (i) dedicated to and accepted by an appropriate public agency, authority or utility to be devoted to purposes as nearly as practicable in the same as those to which such Common Properties were required to be devoted by the Association or (ii) conveyed to another organization or entity, which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; and

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties which it is obligated to maintain hereunder, then in either such event, the City of Azle, Texas, shall have the right and may assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution upon given written notice to the Owners or at any time after the expiration of ten (10) days after receipt by the Association, its successors or assigns of written notice specifying in detail the nature and extent of the failure to maintain without such failure being timely remedied, whichever notice shall be reasonable and appropriate by the City of Azle. Upon assuming such maintenance obligations, the City of Azle may collect, when the same shall become due, all assessments, annual or special, levied by the Association pursuant to the provisions hereof for the purpose of repairing, replacing, maintaining or caring for the Common Properties; and, if necessary, enforce the paying of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligation, the City of Azle may levy an assessment upon each Lot, on a prorata basis, for the cost of such maintenance, notwithstanding any other provisions contained in the Declaration, which assessment shall constitute a lien upon the Lot against which easement is made. The right and authority of the City of Azle to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns shall present the City of Azle reasonable and appropriate evidence of its willingness and ability to resume maintenance of the Common Properties. In the event that the City of Azle assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Azle, its agents, representatives and employees shall have right of access maintaining, improving and preserving the same.

Section 8. Subordination of the Lien to Mortgagees. The lien of all assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, or such property pursuant to the terms

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and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter become due nor from the lien of any such subsequent assessment.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties as defined in Article I hereof.

(c) All areas unplatted or reserved by the Declaration or the record plat(s) of the Properties.

(d) All Lots owned by Dimension V, Inc., its successors or assigns. In the event Dimension V, Inc. shall sell its lots in bulk for retail, unimproved re-sale, this exemption shall continue as to its assignee.

ARTICLE VIII

USE OF COMMON PROPERTIES

Section 1. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

Section 2. Use of Common Properties. Use of the Common Properties shall be limited to the Owners, their families and accompanied guests.

Section 3. Restricted Action by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

ARTICLE IX

ENFORCEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1. Duration. These Amended Covenants, Conditions and Restrictions have been adopted pursuant to the provisions of the

10697 2270

original Dedication of the Addition and shall run with and bind the land, and subject to this Amended Declaration, shall inure to the benefit of and be enforceable by the Association and/or the owner of any land subject to this Amended Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty (30) years from the date that this Amended Declaration is recorded in the Office of the County Clerk of Tarrant County, Texas, after which the said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by the owners in title to 70% of the votes of the Association, and has been recorded in the Deed Records, Tarrant County, Texas, agreeing to abolish the said Covenants, Conditions and Restrictions in whole or in a substantial portion thereof, provided however, that no such agreement to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment. The City of Azle, Texas, is specifically authorized to enforce these covenants and restrictions in accordance with (i) Article 212.004 of the Local Government Code of the State of Texas (formerly VATS Article 974a-1), or (ii) other similar state or local laws or ordinances, or (iii) the applicable provisions set forth within this Declaration.

Section 2. Amendments. Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restriction of this Amended Declaration may be further amended and/or changed in part with the consent of 70% of the members, if amended and/or changed during the first thirty (30) year period of this Amended Declaration, and thereafter, with the consent of at least 55% of the members, and in each case such amendment shall be evidenced by a document in writing bearing each of such owners' signatures. All amendments, if any, shall be recorded in the office of the County Clerk of Tarrant County, Texas, and such recorded instrument shall set forth the effective date of the amendment.

Section 3. Enforcement. Enforcement of these Amended Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association, Trustee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

10597 2279

Section 2. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 3. Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly; delivered when deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Notices to Mortgagees. Notwithstanding any provision herein to the contrary, the holder(s) of a mortgage is entitled to, and shall receive, written notification from the Association of any default by the respective mortgagor/member/owner in the performance of such mortgagor's/member's/owner's obligation(s) as established by this Declaration.

Section 5. Existing Improvements. Notwithstanding any representation contained in this Amended Declaration, its adoption and recordation shall not render any improvements heretofore completed in good faith conformity to the standards then applicable, shall be deemed in non-compliance with these covenants and restrictions as amended.

These Amended and Restated Covenants and Restrictions have been adopted by the following owners of Lots in the addition as indicated by our signatures and the property which we own.

As set out on signature pages 1 through 16

10697 2200

EXHIBIT "A"
TO RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR OAK HARBOR ESTATES

OAK HARBOR ESTATES, an Addition to the City of Azle, Tarrant County, Texas, according to Plat recorded in Volume 388-197, Page 29, Plat Records, Tarrant County, Texas;

SAVE AND EXCEPT Lots 111 through 117, Block 1; Lot 156, Block 1; and Block 10;

AND

OAK HARBOR ESTATES, an Addition to the City of Azle, Tarrant County, Texas, according to the Plat recorded in Volume 388-207, Page 92, Plat Records, Tarrant County, Texas.

10697 2201

OAK HARBOR PROPERTY OWNERS
AFFIRMING THE AMENDMENT OF THE ORIGINAL
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Property Owners

Jeanette Baker

Property Description

Lot 78, Block 1
Lots 79, 108, 123, Block 1
Lot 8, Block 3
Lot 16, Block 4
Lot 1, Block 6

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992, by Jeanette Baker.

Jerrie Newson
Notary Public, State of Texas

Property Owners

Ruth Hanks

Property Description

Lot 45, Block 1
Lot 107, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Ruth Hanks.

Jerrie Newson
Notary Public, State of Texas

Property Owners

Daniel H. Gasparovic

Kerri Sue Gasparovic

Property Description

Lot 59, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Daniel & Kerri Sue Gasparovic.

Jessie Newson

Notary Public, State of Texas

Property Owners

Robert A. Jackson

Property Description

Lot 48, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Robert A. Jackson.

Jessie Newson

Notary Public, State of Texas

Property Owners

Bennie R. Wallace

William E. Wallace

Property Description

Lot 2, Block 3

NOTARY/SIGNATURE IN BLUE INK MAY NOT BE LEGIBLE

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Bennie R. & William E. Wallace

Jessie Newson

Notary Public, State of Texas

10657 2203

Property Owners

Mark L. Jacobs

520 Topside Drive

Property Description

Lot 99, Block 1

NOTARY/SIGNATURE IN BLUE INK MAY NOT BE LEGIBLE

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Mark Jacobs.

Jessie Newsom

Notary Public, State of Texas

Property Owners

Terry Jones

Property Description

Lot 5, Block 11

1317 Oak Harbor Blvd

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Terry Jones.

Jessie Newsom

Notary Public, State of Texas

Property Owners

David Linder

Property Description

Lot 9, Block 3

424 Schooner

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by David Linder.

Jessie Newsom

Notary Public, State of Texas

Property Owners

Kenneth D. Nedrt

Property Description

Lot 153, Block 1

1316 Oak Harbor Blvd

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 19 92 by Kenneth D. Nedrt.

Terri Newsom

Notary Public, State of Texas

Property Owners

Property Description

Lot____, Block_____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____day of _____, 19__by_____.

Notary Public, State of Texas

Property Owners

Property Description

Lot____, Block_____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____day of _____, 19__by_____.

Notary Public, State of Texas

10597 2265

Property Owners

Joe McCormick

Sandra McCormick

Property Description

Lot 8, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6 day of May, 1992 by Joe + Sandra McCormick.

Jerrie Newson

Notary Public, State of Texas

Property Owners

JoAnne Hunter

Property Description

Lot 104, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Jo Anne Hunter.

Jerrie Newson

Notary Public, State of Texas

Property Owners

Ray Ferguson

Joann Ferguson

Property Description

Lot 27, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Ray + Joann Ferguson.

Jerrie Newson

Notary Public, State of Texas

Property Owners

Julie Backiel

Property Description

Lot 151, Block 1

1332 OAK HARBOR BLVD

NOTARY/SIGNATURE IN BLUE INK MAY NOT BE LEGIBLE

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Jerry & Julie Backiel.

Terri Nelson

Notary Public, State of Texas

Property Owners

Property Description

Lot____, Block_____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____day of _____, 19__by_____.

Notary Public, State of Texas

Property Owners

Property Description

Lot____, Block_____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____day of _____, 19__by_____.

Notary Public, State of Texas

10597 2287

Property Owners

Joanne M. Henson

Property Description

Lot 13R, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Jessie Newson.

Notary Public, State of Texas

Property Owners

Joe Haskins

Connie Haskins

Property Description

Lot 38, Block 1

1616 ANCHOR WAY

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Joe & Connie Haskins.

Jessie Newson

Notary Public, State of Texas

Property Owners

Gary Stone

Rui Stone

Property Description

Lot 15, Block 7

2010 Spinnaker

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9 day of May, 1992 by Gary & Rui Stone.

Jessie Newson

Notary Public, State of Texas

10697 2208

Property Owners

Property Description

Lot 72, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 19 92 by Mr & Mrs. Luetkemeyer.

Notary Public, State of Texas

Property Owners

Property Description

Lot____, Block_____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____day of _____, 19__by_____.

Notary Public, State of Texas

Property Owners

Property Description

Lot____, Block_____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____day of _____, 19__by_____.

Notary Public, State of Texas

10397 2269

Property Owners

Clyde + Peggy Smith

Property Description

Lot 81, Block 1
Lots 76 + 77, Block 1
Lots 17 + 24, Block 4

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of

_____, 19__ by _____.

Notary Public, State of Texas

Property Owners

Gary McRoach

Johnna Roach

Property Description

Lot 6, Block 11
1313 Oak Yarock

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7 day of

May, 1992 by Gary + Johnna Roach.

Terrie Newson
Notary Public, State of Texas

Property Owners

David T. Ash

Gaye Ash

Property Description

Lot 21, Block 1
1412 Spars Ct.

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of

April, 1992 by David D + Gaye Ash.

Terrie Newson
Notary Public, State of Texas

Property Owners

Roy Leck Heffin

Cynthia Heffin

Property Description

Lot 6, Block 3

1613 Anchor Way

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Roy Leck + Cynthia Heffin.

Terrie Newson

Notary Public, State of Texas

Property Owners

Thomas J. Roberts

Joan P. Roberts

Property Description

Lot 85, Block 1

57 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5 day of May, 1992 by Thomas J. + Joan P. Roberts.

Terrie Newson

Notary Public, State of Texas

Property Owners

Richard S. Burleigh

Alberta A. Burleigh

Property Description

Lot 39, Block 1

1620 ANCHOR WAY

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Richard + Alberta Burleigh.

Terrie Newson

Notary Public, State of Texas

10537 2291

Property Owners

John E. Brown

Ramona S. Brown

Property Description

Lot 9, Block 11

1301 OAK HARBOR

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7 day of May, 1992 by John E. & Ramona Brown.

Jerrie Newson

Notary Public, State of Texas

Property Owners

Ron Seeglquist

Lisa M Seeglquist

Property Description

Lot 37, Block 1

1612 Anchor Way

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6 day of May, 1992 by Ron & Lisa Seeglquist

Jerrie Newson

Notary Public, State of Texas

Property Owners

Gary L. Williams

Susan D. Williams

Property Description

Lot 145, Block 1

417 Inland Cir

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Gary & Susan Williams.

Jerrie Newson

Notary Public, State of Texas

10597 2292

Property Owners

Peggy Davis

J.N. Davis

Property Description

Lot 75, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Peggy M & J.N. Davis.

Jessie Newsom

Notary Public, State of Texas

Property Owners

Kurt L. Diedrich

Property Description

Lot 5, Block 4

1638 Spinnaker

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Kurt L. Diedrich.

Jessie Newsom

Notary Public, State of Texas

Property Owners

Mike Hinsey

Carol Hinsey

Property Description

Lot 26, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Mike + Carol Hinsey.

Jessie Newsom

Notary Public, State of Texas

10597 2293

Property Owners

Robert M Simpson

Jessie L Simpson

Property Description

Lot 82, Block 1

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Robert M & Jessie L. Simpson.

Terrie Newson

Notary Public, State of Texas

Property Owners

Loretta Humphries

John E Humphries

Property Description

Lot 22, Block 4

1408 Spars Ct

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Loretta & John E. Humphries.

Terrie Newson

Notary Public, State of Texas

Property Owners

Judy Fitzgerald

James H Fitzgerald

Property Description

Lot 47, Block 1

473 SCHOONER

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992 by Judy & James J. Fitzgerald.

Terrie Newson

Notary Public, State of Texas

10597 2295

Property Owners

Joseph J. Gritz

Janette Gritz

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Property Description

Lot 6, Block 6

1942 Spinnaker Ln

Azle Tx 76020

This instrument was acknowledged before me on the 8 day of May, 1992 by Joseph J. & Janette Gritz.

Terrie Newson

Notary Public, State of Texas

Property Owners

Daniel Stober

Janice Stober

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Property Description

Lot 23, Block 7

1308 CROWS West

Azle 76020

This instrument was acknowledged before me on the 5 day of May, 1992 by Daniel & Janice Stober

Terrie Newson

Notary Public, State of Texas

Property Owners

Janice M. Ford

John T. Ford

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Property Description

Lot 51, Block 1

This instrument was acknowledged before me on the 22 day of April, 1992 by Janice & John T. Ford.

Terrie Newson

Notary Public, State of Texas

10507 2295

Property Owners	Property Description
Dimension V, Inc. Patricia Craus - President	Block 1, Lots 1A, 2, 3, 4, 5, 6, 9,10, 11,12,13,14,15,16,18,19,20,21,22,23, 24,29,30,31,32,34,35,60,70,73,86,87, 88,89,90,91,92,93,94,95,96,97,100,101, 102,110,119,120,121,122,124,125,126, 127,128,129R,131,132,133,134,135,136, 137,138,139,140,141,142,143,144 Block 2, Lots 1,6,7,8,9,10 Block 3, Lots 3,4,5,7,10,11 Block 4, Lots 1,2,3,4,6,7,9,10,11,12 13,20,26 Block 5, Lot 2 Block 6, Lots 3,5,8,9 Block 7, Lots 1,3,5,6,7,17,18,19,21,22 24,25,30,31 Block 8, Lots 1,9,10,11,13

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of April, 1992, by Patricia Craus President.

Jerrie Nelson
Notary Public, State of Texas

10697 2297

Return to:
William N. Garrison
309 West 7th St Ste 702
Fort Worth Texas
76102 10397 8250

D192131406
WILLIAM N GARRISON PC
309 W 7TH ST #702
FT WORTH, TX 76102

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WILLIAM N GARRISON PC

RECEIPT NO	REGISTER	PRINTED DATE	TIME
192241312	DR93	07/08/92	14:59

	INSTRUMENT	FEECD	FILED	TIME	
1	D192131406	WD	920708	14:59	CK 1918

T O T A L : DOCUMENTS: 01 F E E S: 78.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

10697 2299

D198250931
DIM V INC
1341 OAK HARBOR
AZLE TX 76020

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: ADAMS & BENNETT ATTYS AT LAW

RECEIPT NO	REGISTER	RECD BY	PRINTED DATE	TIME
199031216	DR96	T003957	10/28/98	14:46

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D198250931	WD	981028	14:46	CK 1461

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Copy

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK HARBOR ESTATES

FILED
TARRANT COUNTY, TEXAS
1999 OCT 28 PM
SUZANNE HENDERSON
COUNTY CLERK

WHEREAS, Oak Harbor Estates, an Addition to the City of Azle, Tarrant County, Texas, was created by that certain Plat, recorded in Volume 388-197, Page 29, Plat Records, Tarrant County, Texas, subdividing the property subject thereto into Lots and Blocks (the "Plat"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8499, Page 955, Deed Records, Tarrant County, Texas, the property the subject of the Plat had imposed upon it certain covenants and restrictions as set forth therein (the "Restrictions"); and

WHEREAS, by Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8623, Page 842, Deed Records, Tarrant County, Texas, the Restrictions were amended to remove from their coverage "Block 10" and "Block 9" (as those terms are used in the Plat and as used herein), and other lands; and

WHEREAS, the Restrictions were amended by that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 10697, Pages 2260, Deed Records, Tarrant County, Texas (the "Restated Restrictions"); and

WHEREAS, Block 9 was replatted by that certain Plat, recorded in Volume 388-207, Page 92, Plat Records, Tarrant County, Texas (the "Second Plat"), subdividing Block 9 into Blocks 11, 12, 13, 14, and 9R (hereinafter, "Block 9R"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8961, Page 1134, Deed Records, Tarrant County, Texas, the property the subject of the Second Plat had imposed upon it certain covenants and restrictions as set forth therein (the "Second Restrictions"); and

WHEREAS, Block 10 was replatted into Blocks 10R, 10R1, and 10R2, and Block 9R was replatted into Block 11, Lots 10 - 39, Block 12, Lots 10 - 67, and Block 13, Lots 10 - 15, by that certain Plat, recorded in Cabinet A, Slide 4575, Deed Records, Tarrant County, Texas (the "Re-Plat"); and

WHEREAS, Article 13, Section 2 of the Second Restrictions, provides that the covenants, conditions and restrictions of the Second Restrictions can be amended and/or changed in part with the consent of seventy percent (70%) of the "Members" (as that term is defined in the Second Restrictions) if amended and/or changed during the first thirty (30) year period of the Second Restrictions; and

Unofficial Copy

WHEREAS, the Second Restrictions, having been dated May 26, 1987, are in the first thirty (30) year period thereof; and

WHEREAS, Dimension V, Inc., is the "Owner" (as that term is defined in the Second Restrictions) of Block 11, Lots 10-39, Block 12, Lots 10-65, and Block 13, Lots 10-15, and hence is a "Member" (as that term is defined in the Second Restrictions) insofar as those Lots are concerned; and

WHEREAS, Dimension V, Inc., constitutes more than seventy percent (70%) of the "Members" (as that term is defined in the Second Restrictions) of the property the subject of the Second Restrictions and desires to amend the Second Restrictions to harmonize same with the Restated Restrictions; and

WHEREAS, there is a need for uniformity among the various covenants, conditions, and restrictions for Oak Harbor Estates; and

WHEREAS, all of Oak Harbor Estates will benefit and the value of the various properties therein will be enhanced by improving and harmonizing and making more consistent the covenants, conditions, and restrictions applicable thereto;

NOW, THEREFORE, the Second Restrictions are hereby amended so as to delete Articles I through XIII thereof, and replace same with Articles I through X of the Restated Restrictions. The purpose of this Amendment is to have the Restated Restrictions cover all of the property the subject of the First Plat, Second Plat, and Re-Plat, so as to provide for a uniform system of covenants, conditions, and restrictions.

EXECUTED to be effective the 26th day of October, 1998.

DIMENSION V, INC., a Texas corporation

By: Patricia Craus
Patricia Craus, President

Unofficial Copy

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26th day of October, 1998, by Pat Craus, President of Dimension V, Inc., a Texas corporation, on behalf of said corporation.

FRANCES KOZUSKO
Notary Public, State of Texas
My Comm. Expires 09-09-2002

Frances Kozusko
Notary Public, State of Texas

Unofficial Copy

WDK#88\A:\OakHarb-AmDec.wpd

D225119987
07/02/2025 09:50 AM Page: 1 of 313 Fees: $1,268.00
NOTICE
SUBMITTER: RIDDLE & WILLIAMS PC

MARY LOUISE NICHOLSON
COUNTY CLERK

SECOND AMENDMENT TO THE RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK HARBOR ESTATES

[Short-Term Leasing]

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This **SECOND AMENDMENT TO THE RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK HARBOR ESTATES** (this "Second Amendment") is made this 1st day of July, 202__, by **EAGLE MOUNTAIN OAK HARBOR HOMEOWNER'S ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association").

WITNESSETH

WHEREAS, Oak Harbor Joint Venture ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates on or about March 31, 1986, at Volume 8499, Page 955 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Original Declaration"); and

WHEREAS, the Original Declaration was replaced by the Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded on or about June 1, 1987, at Volume 8961, Page 1134 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Second Declaration"); and

WHEREAS, the Second Declaration was also replaced by the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded on or about July 8, 1992, at Volume 10698, Page 2260 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration was amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates recorded on or about October 28, 1998, at Volume 13487, Page 21 *et seq.* as Instrument No. D198250931 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, pursuant to Article IX, Section 2 of the Declaration, the Declaration may be amended and/or changed in part with the consent of 70% of the members, if amended and/or changed during the first thirty (30) year period of the Declaration, and thereafter, with the consent of at least 55% of the members, and in each case such amendment shall be evidenced by a document in writing bearing each of such owners' signatures; and

WHEREAS, the following amendment has been approved with the consent of more than 55% of the members as evidenced by their signatures attached as Exhibit "A" to this Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article IV of the Declaration is amended to add a new Section 21 thereto to state as follows:

Section 21. Leasing.

(a) Definition of Leasing. "Leasing," as used in this Section, is defined as regular, exclusive occupancy of a residence on a Lot ("Residence") by any person other than the Owner. For purposes of this Section, if a Residence is owned by a trust and the beneficiary of the trust is living in the Residence, that Residence shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease back in connection with the sale of a Lot, where the seller of the Lot transfers title to the Lot and then leases the Lot back from the purchaser. For purposes hereof, "immediate family" shall include the mother, father, daughter, son, sister, brother, grandmother, grandfather, grandson, or granddaughter of the Owner of the Lot.

(b) Lease Term and General Rule. Residences may be leased only in their entirety. Owners are strictly prohibited from leasing individual rooms in the Residence. No short-term rentals or transient tenants may be accommodated in a Residence. Residences may not be used or leased for hotel purposes. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than six (6) months, including leasing a Residence on a nightly basis. Owners may not list their Residences as for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. All leases must be for an initial term of not less than six (6) months. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Residence, and further provided that the lease meets the standards and criteria set out in this Section. The Owner must make available to the lessee(s) copies of the Declaration, Bylaws and the rules and regulations of the Association. While the lessee is obligated to comply with the Declaration, Bylaws, and rules and regulations, it is ultimately the Owner's responsibility to ensure compliance by all lessees and occupants of the Owner's Residence. Owners are not permitted to enter into more than two (2) leases for any Residence in any calendar year.

(c) Notice of Intent to Lease. Whenever the Owner of a Residence has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board not less than ten (10) days' written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board: (i) contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside in the Residence; and (ii) the commencement date and term of the lease. The Owner shall also provide the Board with the Owner's off-site contact information.

(d) Hardship Exception to Leasing Restrictions. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Residences that do not comply with this Section upon the Owner's written application for an exception because of undue hardship on the Owner. By way of example and not limitation, a hardship exemption may generally be warranted where an unforeseen change of circumstances occurs that is outside of the Owner's control and an exception is warranted from the Association's restrictions to prevent the unforeseen change from creating an undue hardship on the Owner. Those Owners who have demonstrated that the inability to lease their Residence would result in undue hardship and have obtained the requisite approval of the Board may lease their Residence upon the terms and conditions established by the Board, and at the end of the current lease term, the Board will again review whether the hardship still exists to warrant an extension of the exception.

(e) Non-compliance. Any lease of a Residence entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer no title or interest in a Residence to the purported lessee. The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, the imposition of fines in the amount of $2,000.00 levied every 30 days until the violation is cured.

2. Except as modified by the First Amendment and this Second Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is hereby executed by a duly authorized officer of the Association on this 1st day of July, 202__.

EAGLE MOUNTAIN OAK HARBOR
HOMEOWNER'S ASSOCIATION, INC.,
A Texas non-profit corporation

By: _____
Name: Lacy Wilson
Title: Board President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me by Lacy Wilson, the President of Eagle Mountain Oak Harbor Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2025.

Kathryn J Lee
Notary Public, State of Texas

KATHRYN J LEE
Notary ID #1645367
My Commission Expires
July 29, 2025

EXHIBIT "A"

OWNER SIGNATURES

POLICIES, RULES
and
GUIDELINES

COLLECTION POLICY

EAGLE MOUNTAIN OAK HARBOR HOMEOWNERS ASSOCIATION
RESOLUTION ADOPTED BY UNANIMOUS CONSENT
OF DIRECTORS

Assessment Collection & Cash Application Policy

Pursuant to the provisions of Article 9.10 of the Texas Business Corporation Act, as amended, the undersigned, being all the Directors of the Eagle Mountain Oak Harbor Homeowners Association, Inc. (the "Association"), hereby agree to the actions set forth. This written consent shall be filed by the Secretary of the Association with the minutes of the Meeting.

WHEREAS, the Association has authority pursuant to Article VII, Section 1 of the Declaration to levy assessments against Lots; and

WHEREAS, the Board of Directors of the Association finds there is a need to establish orderly procedures for the collection of assessments levied against Lots that remain unpaid beyond the prescribed due dates;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property, to be known as the "Assessment Collection Policy" for the Association in the discharge of its responsibilities regarding collection of assessments levied against Lots:

1. Due Date - Assessments are payable monthly in advance and are due on the first (1st) day of each month.

2. Delinquency Date - Assessments are delinquent on the thirtieth (30th) day of the month for which they are due.

3. Late, Finance and Handling Charges - Any assessment not paid at the expiration of forty (40) days after the due date shall bear interest the date of delinquency at the a minimum rate of fifteen (15%) per annum, or such higher rate as may be adopted by the Association pursuant to Article VII, Section 6 of the Declaration.

4. Late Notice - No sooner than thirty (30) days beyond the due date, the Association will send a Late Notice, at Owner's expense, to the Owner and to the holder of the mortgage on the Lot. This letter will include the amount of the unpaid assessments, late charges and the handling charges. This letter shall also include information regarding the Owners rights in accordance with the provisions of The Fair Debt Collection Act.

5. Default Letter - No sooner than sixty (60) days beyond the delinquency date, the Association will send a Default letter, via certified mail, return receipt requested, at Owner's expense, to the Owner, demanding payment within ten (10) days of the date of the letter, or the account will be referred to an attorney for collection. Any legal fees from that time forward will become the responsibility of the Owner.

6. Legal Action - Counsel will send a Demand Letter to the Estate Owner making formal demand for all outstanding assessments and related charges. If an Estate Owner fails to pay in full all amounts within thirty (30) days, counsel will cause to be prepared and recorded in the Real Estate Records of Tarrant County a written Notice of Lien as prescribed by Article VII, Section 6 of the Declaration. A copy of the Notice of Lien will be sent to the Estate Owner contemporaneously with filing of same with the County Clerk's office, together with an additional demand for payments in full of all amounts then outstanding, including additional attorney's fees and costs incurred, within thirty (30) days of the date of the transmittal to the Estate Owner of the Notice of Lien. Such lien, when delinquent, may be enforced by suit, judgment, and/or judicial forelosure proceeding.

IT IS FURTHER RESOLVED THAT this Assessment Collection Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

Payments received will be applied in the following order:

6 Interest
7 Collections
8 Attorney fees
9 Fines/Maintenance
10 Special Assessments
11 Regular Dues

IN WITNESS WHEREOF, the undersigned Directors have executed this Consent effective as of the 31 day of October, 2002.

Tom Shalin, President

Ken Nesbit, First Vice President

Barbara Thetford, Second Vice President

Linda Throop, Treasurer

Sherry Moore, Secretary

Document Scanned

By: Packer Date: 11-12-03

File Name: Assmt Coll & Gsh App Policy Non-Recorded

RIDDLE & WILLIAMS
3811 TURTLE CREEK BLVD #1050

DALLAS TX 75219

Submitter: RIDDLE & WILLIAMS P C

Notice of Filing of Dedicatory Instruments for Oak Harbor Estates

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SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/29/2004 10:40 AM
Instrument #: D204304765
OPR 23 PGS $56.00

By: _____

D204304765

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
OAK HARBOR ESTATES

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR OAK HARBOR ESTATES (this "Notice") is made this 15 day of ~~August~~ September, 2004, by Eagle Mountain Oak Harbor Homeowner's Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates was recorded in Volume 8499, Page 955 *et seq.*, of the Deed Records of Tarrant, County, Texas, and such restrictive covenants were subsequently amended by the "Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates", filed of record on July 8, 1992, at Volume 10697, Page 2260 *et seq.*, of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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By: ppacku Date: 11/8/04
File Name: 088 Notice of Filing 092904

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

EAGLE MOUNTAIN OAK HARBOR
HOMEOWNER'S ASSOCIATION, INC.,
a Texas non-profit corporation

By: Barbara Shetford
Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Shetford, Board of Directors of Eagle Mountain Oak Harbor Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th day of ~~August~~ September, 2004.

TERESA GOMEZ
MY COMMISSION EXPIRES
DECEMBER 29, 2004

Teresa G Gomez
Notary Public for the State of Texas

12/29/04
My Commission Expires

AFTER RECORDING, RETURN TO:
Dean A. Riddle, Esq.
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

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EXHIBIT "A"

DEDICATORY INSTRUMENTS

1. Amended By-Laws of Oak Harbor Homeowner's Association, Inc. (adopted 1991)

2. Articles of Incorporation of Eagle Mountain Oak Harbor Homeowner's Association, Inc. (filed with the Secretary of State on 3-24-86)

3. Assessment Collection & Cash Application Policy (effective 10-31-02)

EXHIBIT "A - 1"

EXHIBIT "A - 1"

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By: packer Date: 11/8/04
File Name: 088 Exhibit A-1 Amended
Bylaws 112504

APPLICATION OF PAYMENTS POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Application of Payments Policy

WHEREAS, the Board of Directors (the "Board") of Eagle Mountain Oak Harbor Homeowner' Association, Inc. (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for the Application of Payments is adopted by the Board:

> Except as otherwise authorized by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. any delinquent assessment;
2. any current assessment;
3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. any attorney's fees incurred by the association that are not subject to the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.

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This policy shall supersede and render null and void any and all previously adopted application of payment policies adopted by the Board.

IT IS FURTHER RESOLVED that this Application of Payments Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Application of Payments Policy was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

John Fowler

Name: John Fowler

Title: Pres BOD

Date: 10/26/11

PAYMENT PLAN POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Payment Plan Policy

WHEREAS, the Board of Directors of Eagle Mountain Oak Harbor Homeowner' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule (hereafter known as "Payment Plan") by which an owner may make partial payments to the Association for delinquent regular assessments, special assessments, or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code that becomes effective January 1, 2012; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board for Payment Plans:

Upon the request of an eligible owner with a delinquent account with the Association, the Board shall enter into a Payment Plan with such owner, subject to the following guidelines:

a. A Payment Plan is only available to owners who have **delinquent** regular assessments, special assessments or any other amount owed to the Association.

b. During the course of a Payment Plan, additional monetary penalties, other than reasonable costs associated with administration of the Payment Plan and interest, shall not be charged to the owner's account.

c. From the date of the owner's request, the delinquent balance shall be paid over a period of twelve (12) months with an initial payment of 3 % of the amount owed and remaining payments in equal installments. Payments must be received by the Association no later than the 15th day of each month.

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d. A Payment Plan will not be made available, except at the sole discretion of the Board, to owners who have failed to honor terms of a previous Payment Plan during the two years following the owner's default of such Payment Plan.

e. All other terms of a Payment Plan are at the discretion of the Board of Directors.

This policy shall supersede and render null and void any and all previously adopted payment plan policies adopted by the Board.

IT IS FURTHER RESOLVED that this Payment Plan Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

John Fowler

Name: John Fowler

Title: Pres BOD

Date: 10/26/11

RECORDS PRODUCTION AND COPYING POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Records Production and Copying Policy

WHEREAS, THE Board of Directors (the "Board") of Eagle Mountain Oak Harbor Homeowners' Association, Inc. the "Association") is required to establish a records production and copying policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information pursuant to Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Records Production and Copying Policy is established by the Board:

1. Every owner of a lot in the Association is entitled to inspect and copy the Associations books and records of the Association, including financial records. An owner, or a person designated by the owner as the owner's agent, attorney, or certified public accountant may inspect records after a written request has been submitted.
2. An owner or owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the property owners' association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 209.004. The request must contain an election either to inspect the books and records before obtaining copies or to have the property owners' association forward copies of the requested books and records.
3. If an inspection is requested, the association, on or before the 10th business day after the date the association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association.
4. If copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request.
5. If the Association is unable to produce the books or records requested on or before the 10th business day after the date the association receives the request, the association will provide to the requestor written notice that:

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a) Informs the requestor that the association is unable to produce the information on or before the 10th business day after the date the association received the request; and

b) States a date by which the information will be sent or made a available for inspection to the requesting party that is not later than the 15th business day after the date of the letter provided under this paragraph 5.

6. Any inspection shall take place during normal business hours at a mutually-agreed upon time. All inspections shall take place at the office of the Association's management company or such other location as designated by the Association. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.
7. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under Texas Administrative Code Section 70.3, and are subject to increase in the event T.A.C. Section 70.3 is amended. Any increase in costs provided for in 70.3 of the T.A.C. is hereby incorporated by reference for all purposes as if set forth verbatim. Relevant current costs from T.A.C. 70.3 are below:

a) Copy Charges

1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a compute printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

a. Diskette--$1.00;

b. Magnetic tape—actual cost;

c. Data Cartridge—actual cost;

d. Tape cartridge—actual cost;

e. Rewritable CD (CD-RW)--$1.00;

f. Non-rewritable CD)CD-R)--$1.00;

g. Digital Video disc (DVD)--$3.00;

h. JAZ drive—actual cost;

i. Other electronic media—actual cost;

j. VHS video cassette--$2.50;

k. Audio cassette--$1.00;

l. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper—$.50;

m. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographics)—actual cost.

b) Labor charge for locating, compiling, manipulating data, and reproducing information.

1) The charge for labor costs incurred in processing a request for information is $15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be made for complying with a request where the records to be copied are 50 or fewer pages unless the records to be copied are located in a remote storage facility.

2) When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.

c) Overhead charge

1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity.

2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.

3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00.

d) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.

e) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

8. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any and all previously adopted Records Production and Copying policy adopted by the Board.

IT IS FURTHER RESOLVED that this Records Production and Copying Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

John Fowler

Name: John Fowler

Title: Pres BOD

Date: 10/26/11

RECORDS RETENTION POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Record Retention Policy

WHEREAS, the Board of Directors (the "Board") of Oak Harbor Eagle Mountain Homeowners' Association, Inc. (the "Association") desires to adopt a Record Retention Policy in order to be in compliance with Section 209.005(m) of the Texas Property Code; and

WHEREAS, THE Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Record Retention Policy is established by the Board:

1. Governing Documents - All governing documents including but not limited to certificates of formation, bylaws, restrictive covenants, design guidelines, and all amendments and supplements thereto shall be retained permanently.

2. Financial Records – Financial books and records to include tax returns, audits of the Association's books, invoices paid by the Association, bank statements, and each year's budget shall be retained for seven years.

3. Record of Owners' Account – Account records of current owners to include transaction ledgers, violations, architectural requests, and disputes shall be retained for five years.

4. Contracts – Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.

5. Minutes of Meetings – Minutes of Annual and Special Meetings of the Members, Board meetings, and committee meetings minutes shall be retained for seven years.

In the event the Association is served with any subpoena, request for documents, becomes aware of a governmental investigation, or origination of any litigation

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concerning the Association, all documents pertaining to such investigation, claim, or litigation shall be retained indefinitely. Additionally, any further disposal of documents shall be suspended and shall not be reinstated until completion of the investigation or litigation until such time as the Board, with the advice of legal counsel determines otherwise.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing resolution was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

John Fowler

Name: John Fowler

Title: Pres BOD

Date: 10/26/11

FLAG DISPLAY POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Flag Display Policy

WHEREAS, The Board of Directors of Eagle Mountain Oak Harbor Homeowners' Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays pursuant to Section 202.011 of the Texas Property Code;

WHEREAS, The Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which prevents associations from prohibiting certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the following guideline is established by the Board:

A. An owner or resident may display:
   1. the flag of the United States of America;
   2. the flag of the State of Texas; or
   3. an official or replica flag of any branch of the United States armed forces.

B. An owner may only display a flag in A. above if such display meets the following criteria:
   1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
   2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
   3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
   4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;

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5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:

1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
2. an owner may not install more than one flagpole on the owner's property;
3. any flag displayed must not be greater than 3' x 5' in size;
4. any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed;
5. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
6. an owner may not locate a displayed flag or flagpole on property that is:
   (a) owned or maintained by the Association; or
   (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

IT IS FURTHER RESOLVED that these Flag Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

John Fowler

Name: John Fowler

Title: Pres BOD

Date: 10/26/11

POLICY REGARDING CERTAIN ROOFING MATERIAL

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Policy Regarding Certain Roofing Material

WHEREAS, The Board of Directors of Eagle Mountain Oak Harbor Homeowners' Association, Inc. (the "Association") wishes to adopt certain limitations on roofing materials pursuant to Section 202.011 of the Texas Property Code;

WHEREAS, The Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which gives owners the right to install shingles of certain materials. However, certain restrictions are permissible.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, that the following guidelines for certain roofing materials are established by the Board of Directors:

A. The Association may not prohibit or restrict an owner who is otherwise authorized to install shingles that:

1. Are designed primarily to;

   a) Be wind and hail resistant;

   b) Provide heating and cooling efficiencies greater than those provided by customary composite shingles;

   c) Provide solar generation capabilities; and

2. When installed;

   a) Resemble shingles used or otherwise authorized for use on property in the subdivision;

   b) Are more durable than and are of equal or superior quality to the other shingles used or approved to be used on other property;

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c) Match the aesthetics of the property surrounding the owner's property.

In the event of a conflict between this Policy and any other previously adopted policy pertaining to Roofing Material adopted by the Board, this Policy shall prevail.

IT IS FURTHER RESOLVED that this Roofing Material Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.

John Fowler

Name: John Fowler

Title: BOD President

Date: 10/28/11

RAINWATER COLLECTION DEVICE POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Rainwater Collection Device Policy

WHEREAS, The Board of Directors of Eagle Mountain Oak Harbor Homeowners; Association, Inc. (the "Association") is permitted to adopt specific limitations on certain rain barrels and rainwater harvesting systems; pursuant to Section 202.007(d) of the Texas Property Code;

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the following guidelines are established by the Board:

A. An owner may not install a rain barrel or rainwater harvesting system if:
   1. such device is to be installed in or on property:
      (a) owned by the Association;
      (b) owned in common by the members of the Association; or
      (c) located between the front of the owner's home and an adjoining or adjacent street; or
   2. the barrel or system:
      (a) is of a color other than a color consistent with the color scheme of the owner's home; or
      (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
   1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
   2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.

EXHIBIT
tabbies
D

C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans must also identify whether the device or any part thereof will be visible from any street, other lot or common area.

IT IS FURTHER RESOLVED that these Rainwater Collection Device guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

John Fowler

Name: John Fowler

Title: Pres BoD

Date: 10/26/11

RELIGIOUS DISPLAY POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Religious Display Policy

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which requires associations to permit certain religious displays on owners' doors which are motivated by sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Eagle Mountain Oak Harbor Homeowners' Association, Inc. Homeowners Association, Inc. (the "Association") is allowed to adopt certain restrictions on the display of religious items.

NOW, THEREFORE IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the following guideline is established by the Board:

A. The association prohibits the display of religious items on the entry of a dwelling if:

1. Threatens public health or safety;
2. Violates law;
3. Is patently offensive to a passerby;
4. Is in a location other than the entry or door frame or extends past the outer edge of the door frame;
5. In the aggregate exceeds 25 square inches;

This policy shall supersede and render null and void any and all previously adopted Religious Display policies adopted by the Board.

EXHIBIT
tabbies
B

IT IS FURTHER RESOLVED that this Religious Display Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.

John Fowler

Name: John Fowler

Title: Pres BOD

Date: 10/26/11

SOLAR ENERGY DEVICE POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

Solar Energy Device Policy

WHEREAS, The Board of Directors of Eagle Mountain Oak Harbor Homeowners' Association, Inc. (the "Association") wishes to adopt certain limitations on solar devices pursuant to Section 202.010 of the Texas Property Code;

WHEREAS, The Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which gives owners the right to install solar energy devices. However, certain restrictions on the installation of such devices are permissible.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, that the following guidelines are established by the Board of Directors:

A. An owner may not install a solar energy device that:

1. is in violation of any law;

2. is on property owned or maintained by the association;

3. is located on property in common areas;

4. is located anywhere but on the owner's roof or in his fenced-yard or patio, or any structure allowed under a dedicatory instrument;

5. if mounted on the roof of the home, is installed on the roof facing the front street (except as otherwise allowed by law), extends beyond the roofline, does not conform to the slope of the roof, has a top edge that is not parallel to the roofline, and/or does not conform to certain allowed design guidelines;

6. if located in a fenced yard or patio, is taller than the fence line;

EXHIBIT
tabbies
C

7. is installed in a manner that voids material warranties;

8. is installed without prior approval by the association or its designated architectural committee;

9. would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities,"; or

10. a court determines it threatens public health or safety.

B. Aesthetic requirements:

1. Frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, whichever blends most effectively with the roof color;

2. Panels must blend to the greatest extent possible with existing roof color.

This policy shall supersede and render null and void any and all previously adopted Solar Energy Device Policy adopted by the Board.

IT IS FURTHER RESOLVED that this Solar Energy Device Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.

John Fowler

Name: John Fowler

Title: BOD President

Date: 10/25/11

Addendum to the
Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates

This Addendum is recorded and made a part of, by this reference, the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded under Volume 10697, Page 2260 in the Real Property Records of Tarrant County, Texas.

Background

A. The original Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates was recorded under Volume 8499, Page 955 in the Real Property Records of Tarrant County, Texas, and subsequently amended before being fully restated as referenced above.

B. As of January 1, 2012, new amendments to the Texas property code go into effect requiring certain homeowners' association policies and other documents to be recorded in the county real property records.

C. Eagle Mountain Oak Harbor Homeowner's Association, Inc., (the "Association") is recording this Addendum to comply with all new laws going into effect on January 1, 2012.

Property

All lots in Oak Harbor Estates Addition, shown in the Plat recorded in the Plat Records of Tarrant County, Texas, under Volume 388-197, Page 29.

Addendum

The Association is recording the following policies as an addendum to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates:

FILED
TARRANT COUNTY TEXAS
2011 DEC 28 AM 11:23
MARY LOUISE GARZA
COUNTY CLERK
BY

Exhibit A:	Flag Display Policy
Exhibit B:	Religious Display Policy
Exhibit C:	Solar Energy Device Policy
Exhibit D:	Rainwater Collection Device Policy
Exhibit E:	Policy Regarding Certain Roofing Material
Exhibit F:	Payment Plan Policy
Exhibit G:	Application of Payments Policy
Exhibit H:	Record Retention Policy
Exhibit I:	Records Production and Copying Policy

Eagle Mountain Oak Harbor Homeowners' Association, Inc.
A Texas non-profit corporation

By: _____

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **John Fowler, President of Eagle Mountain Oak Harbor Homeowner's Association Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this **27 day of October of 2011.**

A. H. GRIFFIN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 03, 2015

_____
Notary Public, State of Texas

My Commission Expires: 2/3/15

AFTER RECORDING RETURN TO:

Gregory W. Monroe
Law, Snakard & Gambill, P.C.
777 Main Street, Suite 3500
Fort Worth, Texas 76102

MARY LOUISE GARCIA

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

LAW SNAKARD & GAMBILL
777 MAIN ST STE 3500
FT WORTH, TX 76102

Submitter: LAW SNAKARD & GAMBILL

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	12/28/2011 11:22 AM			
Instrument #:	D211312162			
	OPR	23	PGS	$100.00

By: Mary Louise Garcia

D211312162

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VDBOUNDS

EMAIL REGISTRATION POLICY

OAK HARBOR
ESTATES
HOMEOWNERS ASSOCIATION

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Eagle Mountain Oak Harbor Homeowners' Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to facilitate proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. In order to register his/her email address, the owner must access the website for the Association's management company, RTI/Community Management Associates, Inc., which is located at www.cmamanagement.com, and properly fill out the registration form on that website. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. *Correspondence to the Association and/or its property manager from an email address or by any method other than the above-designated website is not sufficient to register such email address with the Association.*

3. Failure to Register. In the event an owner fails to register and/or maintain an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

1500 N. Norwood Dr., Ste. 300 Bldg. C ~ Hurst, TX 76054 ~ (817) 215-7185 ~ Fax (817) 215-7150
Corporate: 1800 Preston Park Blvd., Suite 101 ~ Plano, TX 75093 ~ (972) 943-2800 ~ Fax: (214) 778-0500

4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 17, 2012, and has not been modified, rescinded or revoked.

DATE: 1/17/12

President

Second Addendum to the
Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates

This Second Addendum is recorded and made a part of, by this reference, the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded under Volume 10697, Page 2260 in the Real Property Records of Tarrant County, Texas.

Background

A. The original Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates was recorded under Volume 8499, Page 955 in the Real Property Records of Tarrant County, Texas, and subsequently amended before being fully restated as referenced above.

B. As of January 1, 2012, new amendments to the Texas property code go into effect requiring certain homeowners' association policies and other documents to be recorded in the county real property records.

C. Eagle Mountain Oak Harbor Homeowner's Association, Inc., (the "Association") is recording this Addendum to comply with all new laws going into effect on January 1, 2012.

D. This Second Addendum supplements the Addendum to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates recorded on December 28, 2011 under Instrument No. D211312162 in the Real Property Records of Tarrant County, Texas.

Property

All lots in Oak Harbor Estates Addition, shown in the Plat recorded in the Plat Records of Tarrant County, Texas, under Volume 388-197, Page 29.

Addendum

The Association is recording the following policies as an addendum to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, and the attachment should be considered a part of that document:

Exhibit J: Email Registration Policy

FILED
TARRANT COUNTY TEXAS
2012 JUN 26 PM 3:55
MARY LOUISE GARCIA
COUNTY CLERK
BY

Eagle Mountain Oak Harbor
Homeowners' Association, Inc.,
A Texas non-profit corporation

By: _____

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Season Ware, President of Eagle Mountain Oak Harbor Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 17th day of January, 2012.

A. H. GRIFFIN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 03, 2015

_____
Notary Public, State of Texas

My Commission Expires: 2/3/15

AFTER RECORDING RETURN TO:
Law, Snakard & Gambill
777 Main Street, Suite 3500
Fort Worth, Texas 76102

MARY LOUISE GARCIA

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

LAW SNAKARD & GAMBILL
1600 W 7TH ST #500
FT WORTH, TX 76102

Submitter: LAW SNAKARD & GAMBILL

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:	6/26/2012 3:58 PM			
Instrument #:	D212153271			
	OPR	5	PGS	$28.00

By: Mary Louise Garcia

D212153271

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

OTHER PERTINENT INFORMATION

D198205000 - 001

ASSIGNMENT OF RIGHTS
(CORRECTED)

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

This Assignment of Rights is by and between Dimension V, Inc., a Texas corporation, and Sandlin Brothers Joint Venture, a Texas general partnership, and to be effective the 26th day of October, 1998, to-wit:

WITNESSETH:

WHEREAS, Oak Harbor Estates, an Addition to the City of Azle, Tarrant County, Texas, was created by that certain Plat, recorded in Volume 388-197, Page 29, Plat Records, Tarrant County, Texas, subdividing the property subject thereto into Lots and Blocks (the "Plat"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8499, Page 955, Deed Records, Tarrant County, Texas, the property the subject of the Plat had imposed upon it certain covenants and restrictions as set forth therein (the "Restrictions"); and

WHEREAS, by Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8623, Page 842, Deed Records, Tarrant County, Texas, the Restrictions were amended to remove from their coverage "Block 10" and "Block 9" (as those terms are used in the Plat and as used herein), and other lands; and

WHEREAS, the Restrictions were amended by that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 10697, Page 2260, Deed Records, Tarrant County, Texas (the "Restated Restrictions"); and

WHEREAS, Article II, Section 2, of the Restated Restrictions provided that Block 10 could thereafter become a portion of Oak Harbor Estates and have imposed upon it the Restated Restrictions by the filing of a Supplementary Dedication in accordance therewith; and

WHEREAS, Block 9 was replatted by that certain Plat, recorded in Volume 388-207, Page 92, Plat Records, Tarrant County, Texas (the "Second Plat"), subdividing Block 9 into Blocks 11, 12, 13, 14 and 9R; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8961, Page 1134, Deed Records, Tarrant County, Texas, the property the subject of the Second Plat had imposed upon it certain covenants and restrictions as set forth therein (the "Second Restrictions"); and

WHEREAS, Block 10 was replatted into Blocks 10R, 10R1, and 10R2, and Block 9R was replatted into Block 11, Lots 10 - 39, Block 12, Lots 10 - 67, and Block 13, Lots 10 - 15, by that certain Plat, recorded in Cabinet A, Slide 4575, Deed Records, Tarrant County, Texas (the "Re-Plat"), and replatted Blocks 10R, 10R1, and 10R2 had imposed upon it the Restated Restrictions via a Supplementary Dedication which has not yet been recorded; and

WHEREAS, by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, which has not yet been recorded, the Second Restrictions were amended to harmonize them with, and to place them within the coverage of, the Restated Restrictions; and

WHEREAS, Sandlin Brothers Joint Venture is acquiring from Dimension V all of the Property the subject of the Re-Plat (except for Lots 1 and 2 of Block 10R and Lots 66 and 67 of Block 12) (the "Property"), and desires to be Dimension V's assignee under the Restated Restrictions as hereinafter stated;

NOW, THEREFORE, in consideration of the premises, and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by the parties, including to induce Sandlin Brothers Joint Venture to purchase the Property, Dimension V, Inc., does hereby assign, transfer, sell, and deliver to Sandlin Brothers Joint Venture, and Sandlin Brothers Joint Venture does hereby accept delivery of, the following rights (the "Assigned Rights"):

(1) The right of Dimension V stemming from its entitlement to four (4) votes for each "Lot" (as that term is defined in the Restated Restrictions) and all other rights as a "Class B Member" (as that term is defined in the Restated Restrictions), such rights being set forth in Article III, Section 2. of the Restated Restrictions;

(2) As to the Property, all rights to be exempted from the obligation to pay assessments and the obligation to have a charge and lien created on any Lot owned by Dimension V, its successors or assigns, all as set forth in Article VII, Section 1 and Section 9, of the Restated Restrictions; and

(3) All rights of Dimension V, Inc., its successors or assigns, as set forth in the Restated Restrictions, including but not limited to those Assigned Rights set forth in subparagraphs (1) and (2), above, save and except only the rights of Dimension V, its successors and assigns, to the exemption from the obligation to pay assessments and the obligation to have a charge and lien created on any lot owned by Dimension V, its successors and assigns, other than the Property being acquired by Sandlin Brothers Joint Venture.

To have and to hold the Assigned Rights unto Sandlin Brothers Joint Venture, its successors and assigns, forever, and for the same consideration, Dimension V does hereby warrant and agree to defend the title to the Assigned Rights unto Sandlin Brothers Joint Venture, its succeessors or assigns, as to all claims arising by, through, or under Dimension V, but not otherwise.

00-0096-0145

DIMENSION V, INC., a Texas corporation

By: _____
Pat Craus, President

AGREED:

SANDLIN BROTHERS JOINT VENTURE

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of November, 2000, by Pat Craus, President of Dimension V, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for
The State of Texas

COMMERCE LAND TITLE
6048 JACKSBORO HWY.
FORT WORTH TEXAS 76135
(817) 237-1007

D201024996
COMMERCE LAND TITLE
6048 JACKSBORO HWY
FT WORTH TX 76135

WARNING-THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

INDEXED--TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

TO: STAR VILLAGE LP

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
201119060	DR92	D W	02/05/2001	14:28

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201024996	WD	20010205	14:28	CK 2144

TOTAL: DOCUMENTS: 01 FEES: 13.00

BY: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

13

13487.0037.001

ASSIGNMENT OF RIGHTS

FILED
TARRANT COUNTY TEXAS
1998 OCT 28 P 2:47
SUZANNE HENDERSON
COUNTY CLERK
BY

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

This Assignment of Rights is by and between Dimension V, Inc., a Texas corporation, and Sandlin Brothers Joint Venture, a Texas general partnership, and is dated to be effective the 26th day of October, 1998, to wit:

WITNESSETH:

WHEREAS, Oak Harbor Estates, an Addition to the City of Azle, Tarrant County, Texas, was created by that certain Plat, recorded in Volume 388-197, Page 29, Plat Records, Tarrant County, Texas, subdividing the property subject thereto into Lots and Blocks (the "Plat"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8499, Page 955, Deed Records, Tarrant County, Texas, the property the subject of the Plat had imposed upon it certain covenants and restrictions as set forth therein (the "Restrictions"); and

WHEREAS, by Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8623, Page 842, Deed Records, Tarrant County, Texas, the Restrictions were amended to remove from their coverage "Block 10" and "Block 9" (as those terms are used in the Plat and as used herein), and other lands; and

WHEREAS, the Restrictions were amended by that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 10697, Pages 2260, Deed Records, Tarrant County, Texas (the "Restated Restrictions"); and

WHEREAS, Article II, Section 2, of the Restated Restrictions provided that Block 10 could thereafter become a portion of Oak Harbor Estates and have imposed upon it the Restated Restrictions by the filing of a Supplementary Dedication in accordance therewith; and

WHEREAS, Block 9 was replatted by that certain Plat, recorded in Volume 388-207, Page 92, Plat Records, Tarrant County, Texas (the "Second Plat"), subdividing Block 9 into Blocks 11, 12, 13, 14, and 9R; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, recorded in Volume 8961, Page 1134, Deed Records, Tarrant County, Texas, the property the subject of the Second Plat had imposed upon it certain covenants and restrictions as set forth therein (the "Second Restrictions"); and

WHEREAS, Block 10 was replatted into Blocks 10R, 10R1, and 10R2, and Block 9R was replatted into Block 11, Lots 10 - 39, Block 12, Lots 10 - 67, and Block 13, Lots 10 - 15, by that certain Plat, recorded in Cabinet A, Slide 4575, Deed Records, Tarrant County, Texas (the "Re-Plat"), and replatted Blocks 10R, 10R1, and 10R2 had imposed upon it the Restated Restrictions via a Supplementary Dedication which has not yet been recorded; and .

WHEREAS, by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, which has not yet been recorded, the Second Restrictions were amended to harmonize them with, and to place them within the coverage of, the Restated Restrictions; and

WHEREAS, Sandlin Brothers Joint Venture is acquiring from Dimension V all of the Property the subject of the Re-Plat (except for Lots 1 and 2 of Block 10R and Lots 66 and 67 of Block 12) (the "Property"), and desires to be Dimension V's assignee under the Restated Restrictions;

NOW, THEREFORE, in consideration of the premises, and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by the parties, including to induce Sandlin Brothers Joint Venture to purchase the Property, Dimension V, Inc., does hereby assign, transfer, sell, and deliver to Sandlin Brothers Joint Venture, and Sandlin Brothers Joint Venture does hereby accept delivery of, the following rights (the "Assigned Rights"):

(1) the right of Dimension V stemming from its entitlement to four (4) votes for each "Lot" (as that term is defined in the Restated Restrictions) and all other rights as a "Class B Member" (as that term is defined in the Restated Restrictions), such rights being set forth in Article III, Section 2, of the Restated Restrictions;

(2) all rights to be exempted from the obligation to pay assessments and the obligation to have a charge and lien created on any Lot owned by Dimension V, its successors or assigns, all as set forth in Article VII, Section 1 and Section 9, of the Restated Restrictions; and

(3) all rights of Dimension V, Inc., its successors or assigns, as set forth in the Restated Restrictions, including but not limited to those Assigned Rights set forth in subparagraphs (1) and (2), above.

To have and to hold the Assigned Rights unto Sandlin Brothers Joint Venture, its successors and assigns, forever, and for the same consideration, Dimension V does hereby warrant and agree to defend the title to the Assigned Rights unto Sandlin Brothers Joint Venture, its successors or assigns, as to all claims arising by, through, or under Dimension V, but not otherwise.

13487 • 0037 • 003

DIMENSION V, INC., a Texas corporation

By: Pat Craus
Pat Craus, President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26th day of October, 1998, by Pat Craus, President of Dimension V, Inc., a Texas corporation, on behalf of said corporation.

FRANCES KOZUSKO
Notary Public, State of Texas
My Comm. Expires 09-09-2002

Frances Kozusko
Notary Public, State of Texas

WDK#88A:\DimV-AsgRights.wpd

D198250947
WM D KUHLMANN
1200 OIL & GAS BLDG
309 W 7TH ST
FT WORTH TX 76102

W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: ADAMS & BENNETT ATTYS AT LAW

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199031236	DR96	T003957	10/28/98	14:52

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D198250947	WD	981028	14:52	CK 1461

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

11070/911

ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN ARE HEREBY DELETED.

20

ASSIGNMENT OF ASSESSMENTS

THIS ASSIGNMENT OF ASSESSMENTS ("Assignment") is made as of the 11TH day of May 1993, from EAGLE MOUNTAIN OAK HARBOR HOMEOWNERS' ASSOCIATION, INC. ("Assignor") to, and for the benefit of, SHADY OAKS NATIONAL BANK ("Bank").

RECITALS

A. Pursuant to (i) Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, dated March 28, 1986, and recorded in Volume 8499, Page 955, Real Estate Records of Tarrant County, Texas (the "First Declaration"), which First Declaration was amended by subsequent documents recorded in Volume 8623, Page 842; Volume 8761, Page 975; Volume 9119, Page 724; and Volume 9226, Page 1976, Real Estate Records of Tarrant County, Texas, and (ii) Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, dated April 22, 1992, and recorded in Volume 10697, Page 2260, Real Estate Records of Tarrant County, Texas (the "Amended Declaration"), certain covenants for assessments, both annual and special, were created against the subdivision known as OAK HARBOR ESTATES, an addition to the City of Azle, Tarrant County, Texas, pursuant to plats recorded in Volume 388-197, Page 29, and Volume 388-207, Page 92, Plat Records of Tarrant County, Texas.

B. Assignor has requested from Bank a loan in the amount of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($130,000.00) (the "Loan"), to make certain improvements to Lots 117 and 118, Block 1, of Oak Harbor Estates, which lots are owned by Assignor.

C. To additionally secure the Loan, Assignor has agreed to assign to Bank all assessments, both annual and special, made pursuant to the First Declaration and/or the Amended Declaration, all as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, and the covenants and agreements contained herein and Ten and No/100 Dollars ($10.00) and other good and valuable consideration received by Assignor, the receipt and sufficiency of such consideration being hereby acknowledged and confessed, Assignor does hereby ***TRANSFER, CONVEY AND ASSIGN*** to Bank, as collateral security, all of its right, title and interest in and to all annual and special assessments (collectively, the "Assessments") made or levied against any lots which are subject to the First Declaration and/or the Amended Declaration.

1. <u>Obligations</u>.

This Assignment is given to secure (i) payment of that certain Promissory Note of even date herewith, executed on behalf of Assignor, payable to the order of Bank, in the original principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($130,000.00), including all renewals, extensions or modifications thereof (collectively, the "Note"), (ii) performance of the obligations of Assignor under that certain Deed of Trust, Security Agreement and Financing Statement of even date herewith to Russ Richardson, Trustee, executed on behalf of Assignor, for the benefit of Bank, and (iii) all other obligations, liabilities and indebtedness of Assignor to Bank, now existing or hereafter arising (the foregoing being collectively referred to herein as the "Obligations").

2. <u>Use of Assessments</u>.

Prior to default, so long as no event of default exists hereunder, Assignor may use the Assessments for those purposes permitted by the First Declaration and/or the Amended Declaration. All Assessments shall be collected by Assignor and deposited into an account (the "Account") to be maintained with Bank. Regardless of whether or not a default exists, Bank shall have the right to debit the Account to pay principal and/or interest due on the Note or to pay any of the other Obligations hereby secured. Upon the occurrence of an event of default, Bank shall have the right to offset the Account or any other sums

of the Assignor on deposit with Bank, and apply same to the Note or any of the other Obligations hereby secured.

3. **Representations, Warranties and Covenants of Assignor.**

Assignor hereby represents and warrants to Bank and covenants with Bank as follows:

(a) The annual assessment is presently TWO HUNDRED SIXTEEN AND NO/100 DOLLARS ($216.00) per year, per lot. Assignor shall not reduce the annual assessment or the time of its payment without the prior written consent of Bank. Assignor acknowledges that Bank has agreed to fund the Loan in reliance upon the monthly income stream which is generated by the collection of annual assessments on a monthly basis. Assignor represents and warrants to Bank that the level of current monthly assessment collections will be sufficient to service the Loan and pay the maintenance expenses, insurance premiums, taxes and other obligations of Assignor.

(b) Assignor will use the proceeds of the Loan solely for the purpose of making improvements to Lots 117 and 118, Block 1, Oak Harbor Estates, which are owned by Assignor. No other uses may be made of the Loan proceeds without the prior written consent of Bank. Bank shall have the right to request lien waivers, bills paid affidavits or similar documentation prior to making any advance to insure that no mechanic's or materialmen's liens or claims will exist as against the interest of the Bank.

(c) Assignor shall use diligent efforts to collect all Assessments and shall, if necessary, institute legal action or lien enforcement proceedings to collect same.

(d) Assignor shall promptly furnish to Bank from time to time, upon request, such financial information concerning the Assessments and the Assignor as Bank may reasonably request,

including balance sheets, income and expense statements, tax returns and assessment records. Bank shall have the right to inspect the financial records of Assignor at the offices of Assignor and to take copies of same, upon reasonable prior notice to Assignor.

(e) Assignor shall perform all of its obligations under the First Declaration and the Amended Declaration and any other obligations undertaken by Assignor for the benefit of the lot owners within Oak Harbor Estates. Assignor shall promptly give Bank written notice of any claim or defense held by any such lot owner which might affect Assignor's ability to collect Assessments from such owner. Bank shall have the right, but not the obligation, to cure any default by Assignor under its obligations to the lot owners; provided, however, that no such cure by Bank will cure the default by Assignor hereunder. Any sums so expended by Bank shall become part of the Obligations and shall bear interest at the rate set forth in the Note.

(f) Assignor shall not further assign or encumber the Assessments without the prior written consent of Bank.

(g) Assignor is a non-profit corporation, duly incorporated and validly existing, under the laws of the State of Texas. Assignor has full right and power to execute this Assignment without the approval or joinder of any other party. All corporate action and/or membership approval required under the terms of the First Declaration, the Amended Declaration or applicable law, have been duly and properly satisfied in compliance therewith, and the person or persons executing this Assignment on behalf of Assignor has full power and authority to execute the same and to bind Assignor thereto.

4. **Default: Remedies.**

Assignor shall be deemed to be in default hereunder upon the occurrence of any of the following events:

(a) failure to pay any principal and/or interest due under the terms of the Note as and when the same becomes due and payable;

(b) default occurs under any instrument evidencing or securing any of the Obligations, or under any loan agreement pertaining to the Loan;

(c) Assignor fails to maintain with Bank the Account into which all monthly receipts of the annual Assessments are deposited;

(d) any representation or warranty on the part of Assignor contained herein or in any other document evidencing or securing any of the Obligations proves to be false;

(e) Assignor fails to perform or observe any other covenant or agreement contained herein; or

(f) Assignor fails to perform any of its obligations under the First Declaration or the Amended Declaration, including, without limitation, its obligation to maintain Lots 117 and 118, Block 1, Oak Harbor Estates.

In the event of default, Bank shall have the right (i) to accelerate the maturity of the Note and to declare the same to be immediately due and payable, (ii) to refuse to make any Loan advances, (iii) to enforce this Assignment in accordance with the terms hereof and/or as otherwise permitted by applicable law, (iv) to collect the Assessments in the name of Assignor or otherwise, and to endorse all checks or other forms of remittance of the Assessments, and (v) to enforce the Obligations and all other documents evidencing or securing the Obligations. All rights and remedies afforded to Bank herein are cumulative of, and in addition to, all other rights and remedies available to Bank at law or in equity. All expenses incurred by Bank in collecting the Assessments after default by Assignor, shall become part of the Obligations hereby secured. Assignor hereby waives as against Bank any claim or right which it may have under the doctrine of marshalling of assets, and Bank may apply the

Assessments and/or the proceeds of any other collateral securing the Obligations to the Obligations in such order and manner as Bank may elect.

5. **Miscellaneous**.

A. This Assignment is being executed and delivered and shall be performable in Tarrant County, Texas.

B. This Assignment shall be binding upon Assignor and Assignor's successors and assigns and shall inure to the benefit of Bank, its successors and assigns.

C. This Assignment shall terminate upon full and complete payment and performance of the Obligations, at which time Bank shall execute and deliver to Assignor a release of this Assignment.

D. Assignor agrees to take such further actions and to execute and deliver such further documents and instruments as Bank may reasonably request to further confirm and/or perfect this Assignment.

E. In the event any provision contained in this Assignment is invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein, shall not in any way be affected or impaired.

F. No failure or delay on the part of Bank to exercise any rights hereunder shall operate as a waiver of any such right, nor shall any single or partial exercise by Bank of any right hereunder preclude any other or further exercise thereof, or the exercise of any other right.

EXECUTED as of the date first above written.

ASSIGNOR:

EAGLE MOUNTAIN OAK HARBOR
HOMEOWNERS' ASSOCIATION, INC.

By: James Fitzgerald

Printed Name: JAMES FITZGERALD

Title: PRESIDENT

BANK:

SHADY OAKS NATIONAL BANK

By: Bill Davenport

Printed Name: BILL DAVENPORT

Title: SR. V.P.

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James Fitzgerald, President of Eagle Mountain Oak Harbor Homeowners' Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that (s)he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of MAY 1993.

DOROTHY SWANSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-20-93

Dorothy Swanson
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill Davenport, Sr. V. P. of Shady Oaks National Bank, a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said association, and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of May 1993.

DEBRA L. JACKSON
Notary Public
STATE OF TEXAS
My Comm. Exp JAN 18, 1995

Debra L. Jackson
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:
SHADY OAKS NATIONAL BANK
P.O. BOX 10648
FORT WORTH, TEXAS 76114

11070 0919

D193100952
SHADY OAKS NATIONAL BANK
P O BOX 10648
FT WORTH, TX 76114

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: SAFECO LAND TITLE CO

RECEIPT NO	REGISTER	PRINTED DATE	TIME
193211886	DR91	05/24/93	15:36

	INSTRUMENT	FEECD	FILED	TIME	
1	D193100952	WD	930524	15:36	CK 4622

T O T A L : DOCUMENTS: 01 F E E S: 20.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

11070 0920

RESTRICTIVE COVENANT

This Restrictive Covenant is made this day at Azle, Texas by and between Eagle Mountain Oak Harbor Homeowners Association, Inc. and Patricia Craus.

RECITALS:

1. Patricia Craus is the owner of certain property located in Tarrant County, Texas, described as Lot 156 of Oak Harbor Estates, an addition to Azle, Texas, more fully described on Exhibit "A" attached hereto and incorporated fully herein.

2. The above described property shall be used only for single family or townhouse residences with a minimum of 1,800 square feet each.

3. All purchasers of the above described property shall be obligated to join the Oak Harbor Homeowners Association.

4. All purchasers of the above described property shall be required to comply with any and all provisions contained in Article IV of the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Oak Harbor Estates, a copy of which is attached as Exhibit "B" and incorporated herein for all purposes.

EXECUTED this 15 day of March, 2002.

EAGLE MOUNTAIN OAK HARBOR HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

Patricia Craus
PATRICIA CRAUS

19848/TLL

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Joseph Perkins authorized representative of Eagle Mountain Oak Harbor Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, by showing me his/her Texas driver's license with photo ID, who, after being duly sworn, on oath stated that he/she has read the above and foregoing Restrictive Covenant and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15 day of March, 2002.

Holly M. Vaughan
Notary Public in and for
The State of Texas

My Commission Expires:

10/5/05

HOLLY M. VAUGHAN
Notary Public, State of Texas
My Commission Expires
OCTOBER 5, 2005

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared **Patricia Craus**, known to me to be the person whose name is subscribed to the foregoing instrument, by showing me her Texas driver's license with photo ID, who, after being duly sworn, on oath stated that she has read the above and foregoing Restrictive Covenant and acknowledged to me that she has executed the same for the purposes and consideration therein expressed.

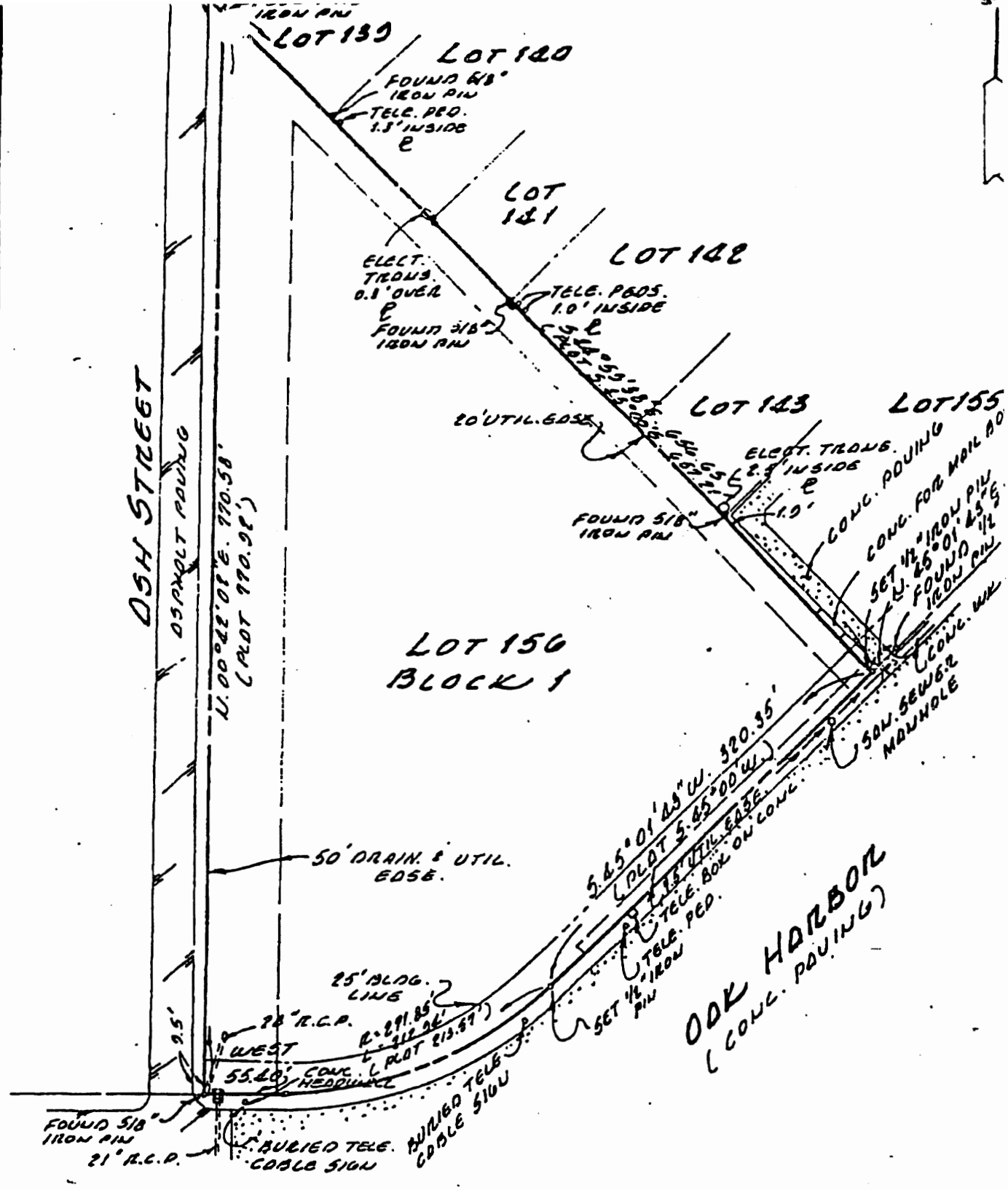
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 19th day of Feb, 2002.

Notary Public in and for
The State of Texas

My Commission Expires:

10/05/03

Onis A. Dalton
Notary Public
State of Texas
My Commission Expires
October 05, 2003



Survey Showing

Lot 156, Block 1, OAK HARBOR ESTATES, an Addition to the City of Azle, Tarrant County, Texas, according to plat recorded in Volume 388-197, Page 29, Deed Records of Tarrant County, Texas.

EXHIBIT

"A"

JLH F.W. 3219

TEXAS ELECTRIC SERVICE COMPANY

AGREEMENT FOR UNDERGROUND DISTRIBUTION FACILITIES

AGREEMENT NUMBER: 204E051

DATE PREPARED: 8/3/87

CUSTOMER NAME: Oak Harbor Joint Venture

☐ CORPORATION
☐ PARTNERSHIP
☐ INDIVIDUAL
☒ OTHER (Specify) Joint Venture

AMOUNT OF PAYMENT: $18,195.00

11.00 W D 02/04/88

CUSTOMER MAILING ADDRESS: 1845 Precinct Line Rd., Suite 101
Hurst, Texas 76053

PAYMENT DATE: 9-30-87

LEGAL DESCRIPTION OF PROPERTY WHERE UNDERGROUND DISTRIBUTION FACILITIES WILL BE INSTALLED

Lots 1 thru 9, Block 11, Lots 1 thru 9, Block 12, Lots 1 thru 9, Block 13, Lots 1 thru 10, Block 14 Oak Harbor Addition to the City of Azle, Texas.

Said electric service limited under this agreement to the aforementioned 37 lots as shown on Exhibit "1", attached hereto and made a part hereof and as recorded in Volume 388-207, Page 92, Plat Records for Tarrant County, Texas.

1. Texas Electric Service Company agrees to install, own, operate, and maintain underground electric distribution facilities necessary to provide 120/240 volt, single phase, underground electric service to the property described above and as shown on the sketch marked Exhibit 1, attached hereto and made a part hereof.
2. In consideration of company's agreement to make an investment in underground distribution facilities in lieu of standard overhead distribution facilities, customer agrees to pay company the amount specified above within thirty days after the payment date specified above. Customer understands and agrees that company will not begin construction of said facilities until after payment has been made, and further understands that company, at its option, may terminate this agreement by written notice to customer if payment is not received within said period of time.
3. Company agrees to schedule its material acquisition and construction work to coincide with customer's development of his property insofar as it is reasonably practicable. Company, however, is not liable for loss or injury caused by delay or failure to install the distribution facilities necessary to serve customer because of delay in receiving shipments of required material, orders, or formal requests of governmental agencies, acts of God or the public enemy, inevitable accidents, fire, explosions, strikes, riots, war, or any other causes reasonably beyond control of company.
4. Company at all times has title to, and complete ownership and control of, the underground facilities installed under this agreement and has the right to use such facilities in serving other customers. If and when such facilities are no longer required to provide electric service hereunder, company may at its option either remove or abandon such facilities in whole or in part on customer's premises and leave them in place with title thereto passing to customer.

09184 0705

Unofficial Document

5. Customer hereby grants to company easements as shown on Exhibit 1, according to the terms and conditions outlined in Exhibit 2, attached hereto and made a part hereof, for the purpose of installing electric distribution facilities and/or street lights, and further agrees to grant to company, at no cost, any additional easements which may be required in the future for construction of additional underground distribution facilities and/or street lights. Customer further agrees (1) that company may install above ground transformer and pedestals at points selected by company, (2) to bear all expense associated with the removal, relocation, and replacement of fences, plants, trees, structures, or other objects located in easements specified herein when such removal, relocation, or replacement is required in order for company to operate and maintain its facilities, (3) to include in the instrument covering the conveyance of the land on which such easements are located a provision under which company will have access at any time to any and all of the distribution facilities installed hereunder for the purpose of construction, operation, repair, and maintenance, and (4) to permit company the right to use so much of the lands adjoining such easements as may be reasonably necessary to accommodate needed equipment and machinery to trim or remove trees or other obstructions which are so close to such easements as to interfere with the operation, repair, construction, reconstruction, or maintenance of company's facilities.

6. Customer agrees (1) to inform all other parties having a right to construct underground facilities in said easement as to the location of company's underground electric facilities, (2) to establish final or sub-grade before construction begins, (3) to make no change in the final or sub-grade of the surface within the easement without prior written consent of company, (4) to bear any expense associated with lowering or relocating electric facilities occasioned by changes in grade or sub-grade not requested by company, and (5) that overhead facilities may in the future be constructed adjacent to property covered herein on property not covered by this agreement.

7. Company agrees, as houses are constructed on property covered herein, to install the necessary service laterals to connect such houses to company's underground distribution facilities. Customer hereby grants to company an easement and right-of-way to install, maintain, operate, and remove such service laterals as company deems proper to serve any improvements located on such property. Customer further agrees, upon request of company, to grant such easements at no cost to company according to the terms and conditions outlined in Exhibit 2. Customer also agrees to install at his cost the necessary conduit and insulating conduit bushing, collectively called the raceway, to accommodate the service lateral from a point underground to the terminal box as shown on Exhibit 3, attached hereto and made a part hereof. Said raceway will always be extended by customer a minimum distance of six inches beyond any concrete or paved surface adjacent to the improvement being served and/or in the path of the service lateral, and at a minimum depth of twenty-four inches.

8. This agreement inures to the benefit of and is binding upon the respective heirs, legal representatives, successors, and assigns of customer and company, and is not binding until executed by customer and company.

09184 0706

ACCEPTED BY TEXAS ELECTRIC SERVICE COMPANY	SIGNATURE: R. N. Rhodes TITLE: R. N. RHODES GENERAL COMMERCIAL MANAGER DATE SIGNED: 10-6-87	SIGNATURES OF CUSTOMER	BOB R. FRANKS ~~CORPORATE OR PARTNERSHIP NAME~~ Bob R Franks ~~CORPORATE OFFICER OR PARTNERSHIP TITLE~~ Managing Partner DATE SIGNED: Sept 25, 1987

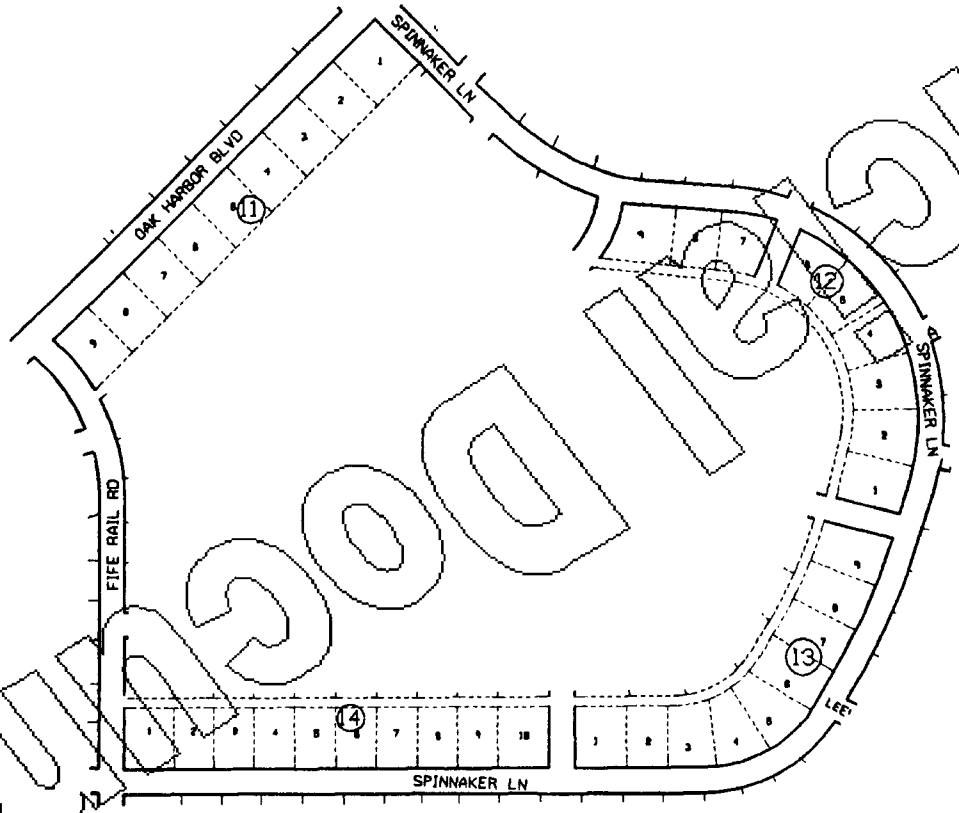
UNOFFICIAL DOCUMENT

Unofficial Document

D.I.S. # WA87872

W.A. NUMBER 204E051

FW 3219



RECORDED:

VOLUME 388-207

PAGE 92

PLAT RECORDS

TARRANT COUNTY, TEXAS

APPROVED BY: Bob R Franke

DATE: 9-25, 1987

OAK HARBOR ESTATES

AN ADDITION TO THE CITY OF AZLE

TARRANT COUNTY, TEXAS

EXHIBIT "1"

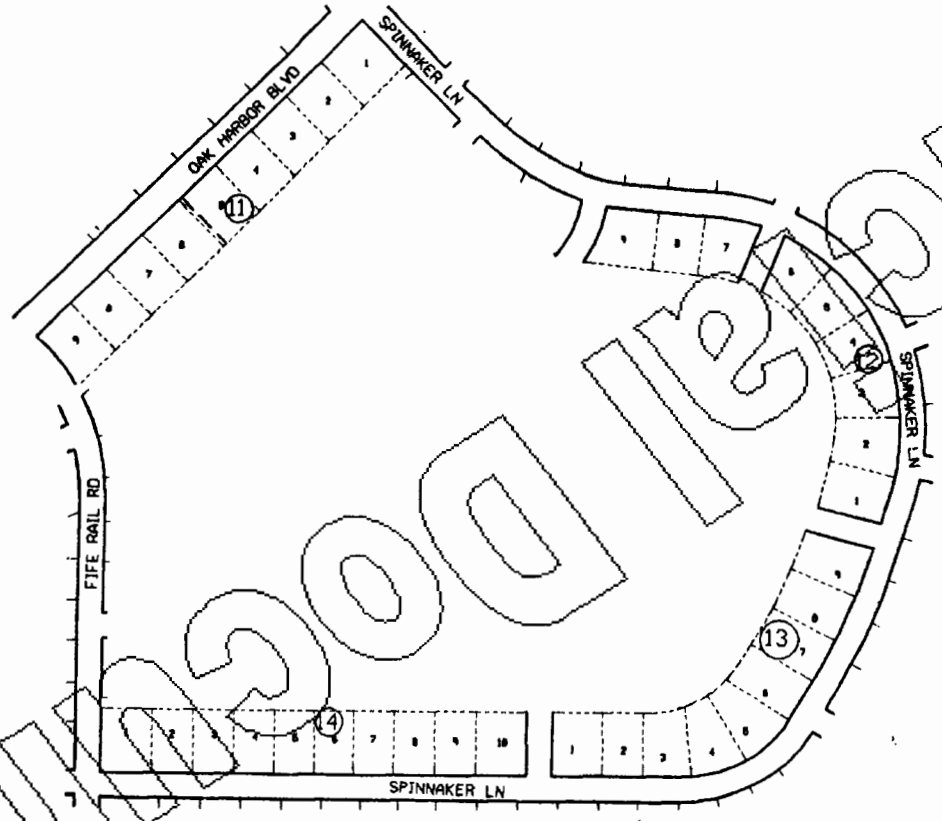
09184 0707

unofficial document

D.I.S #. [illegible]

W.A. NUMBER 204E051

F.W. 3219



NOTE:
EASEMENTS GRANTED

7.5'

RECORDED:

VOLUME 388-207

PAGE 92

PLAT RECORDS

TARRANT COUNTY, TEXAS

APPROVED BY: [signature] Managing Partner

DATE: 9-25, 1987

OAK HARBOR ESTATES

AN ADDITION TO THE CITY OF AZLE
TARRANT COUNTY, TEXAS

EXHIBIT "1"

09184 0708

SPO943 (SHEET 2 OF 2)

09184 0709

EASEMENT

EXHIBIT 2

THE STATE OF TEXAS
COUNTY OF .....

KNOW ALL MEN BY THESE PRESENTS:

That

for and in consideration of the sum of $1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to us in hand paid by TEXAS ELECTRIC SERVICE COMPANY, hereinafter called Electric Company, does hereby grant, bargain, sell and convey unto said Electric Company an easement and right-of-way for the construction, reconstruction, maintenance, operation and removal of an underground electric distribution system over, across and under those certain lands described as:

SAMPLE
DO NOT COMPLETE

together with the right of ingress and egress along and upon said easement strip and over and across Grantor's adjoining properties for the purpose of constructing, reconstructing, maintaining, operating or removing said underground electric distribution system, and the right of ingress and egress on the lands immediately adjoining such easement strip as may be necessary to accommodate needed machinery in the construction or reconstruction on such easement, together with the right to trim or cut down such trees, shrubs or bushes on or in the immediate vicinity of such easement strip as may be necessary in the sole judgment of Electric Company to permit the proper construction, reconstruction, maintenance or repair of same; and provided further that should there now or hereafter be constructed on the premises covered by such easement fences or other obstructions, the same shall be removed by the owner thereof and at no cost to Electric Company, if necessary in the construction, reconstruction, maintenance or removal of said underground distribution system.

Grantor agrees to inform all other parties having a right to construct underground facilities in said easement as to the location of the underground electric distribution facilities constructed by Company hereunder. Grantor will establish final grade or sub-grade before construction begins and no change will be made in the final grade of the surface within the easement strip without the prior written consent of Company. Should proposed change in grade require the lowering of electric cables or should relocation be requested within an easement, such lowering or relocation will be at the expense of the party proposing to change such grade or relocation within the easement.

The wires and/or conduits to be erected on the above described property by Electric Company shall be placed underground, except that Electric Company may install, maintain and operate transformers and service connections above ground at points to be determined by Electric Company.

TO HAVE AND TO HOLD unto the said Electric Company, its successors and assigns, forever.

WITNESS OUR HANDS this .....day of ..... 19 .....

COMPANY EMPLOYEE
SECURING EASEMENT

.....

.....

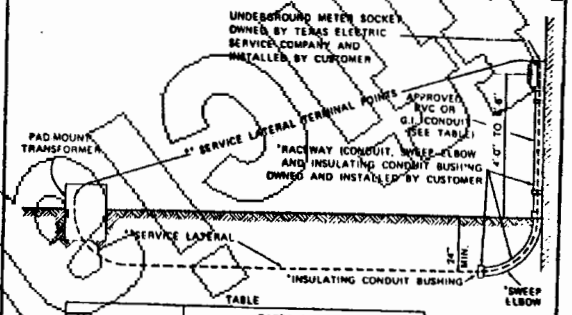
.....

SAMPLE
DO NOT SIGN

EXHIBIT 3

TEXAS ELECTRIC SERVICE COMPANY

U-741



TABLE

SERVICE LATERAL CONDUCTOR SIZE	RACEWAY SIZE	
	NO. OF CONDUCTORS	
	3	4
1/0 AL	2"	2½"
4/0 AL	2½"	2½"
350 MCM AL	2½"	3"
500 MCM AL	3"	3½"

NOTES

1. ** SERVICE LATERAL:
   TO BE OWNED AND INSTALLED BY TEXAS ELECTRIC SERVICE COMPANY FROM TRANSFORMER TO UNDERGROUND METER SOCKET.
2. SERVICE LATERAL TO BE CONNECTED TO UNDERGROUND METER SOCKET LINE TERMINALS BY TEXAS ELECTRIC SERVICE COMPANY
3. SERVICE ENTRANCE CONDUCTORS TO BE CONNECTED TO UNDERGROUND METER SOCKET LOAD TERMINALS BY CUSTOMER.
4. THE RACEWAY CONDUIT TO BE OWNED AND INSTALLED BY CUSTOMER, IS TO BE UNDER AND SIX INCHES BEYOND ANY CONCRETE OR PAVED SURFACE ADJACENT TO RESIDENCE OR IN PATH OF SERVICE LATERAL
5. IF THE TRENCH HAS A ROCKY OR SHALE BOTTOM, THE MINIMUM DEPTH SHALL BE INCREASED BY THREE INCHES AND A THREE INCH CUSHION OF SELECT MATERIAL WHICH CONTAINS NO ROCKS SHALL BE PLACED BEFORE CABLES ARE INSTALLED. THE FIRST FOUR INCHES OF BACKFILL AFTER CABLE INSTALLATION SHALL CONTAIN NO ROCKS.
6. SERVICE LATERALS, OPERATING ABOVE 300 VOLTS TO GROUND ARE TO BE INSTALLED AT A MINIMUM DEPTH OF 30 INCHES. NOT REQUIRED FOR 480V/277 VOLT SERVICE, BUT IS REQUIRED ON 480 VOLT GROUNDED DELTA SERVICE OR 480 VOLT SINGLE PHASE TO GROUND.

STANDARD
SERVICE LATERAL

09184 0710

EP NUMBER

TESCO FILE NUMBER

E-

THE STATE OF TEXAS

County

UNDERGROUND FACILITIES
EASEMENT AND RIGHT-OF-WAY

FROM

TO

TEXAS ELECTRIC SERVICE COMPANY

THE STATE OF TEXAS

County

I, County Clerk in and for said County, hereby certify that the within conveyance was filed in my office for record on the ..... day of ..... 19..... at ..... o'clock ..... M, and duly recorded by me on the ..... day of ..... 19..... in Book ..... Records of Deeds of said County, at page .....

Given under my hand and seal of office the day and year last above written.

County Clerk ..... County, Texas

By ..... Deputy.

RETURN TO
T. U. Electric Co.
% G. R. Hawkins/Rm. 218 ESB
P. O. Box 970
Ft. Worth, Texas 76101

THE STATE OF TEXAS

COUNTY OF PARKER

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bob R. Franks, Managing Joint Venturer for Oak Harbor Estates known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of October A.D. 19 87

My commission expires: 20-11-91

Margaret M. Delfeld

Notary Public in and for the State of Texas

Notary's printed name: Margaret M. Delfeld

THE STATE OF TEXAS

COUNTY OF

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A.D. 19

Notary Public in and for County, Texas

PROVISIONS CONTAINED IN AN DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE. ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY OF TARRANT

I HEREBY CERTIFY that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 3 1988

THE STATE OF TEXAS

COUNTY OF

ACKNOWLEDGMENT OF CORPORATE OFFICER

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Name and Title) known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said (Name of Corporation) a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A.D. 19

Notary Public in and for County, Texas

Unofficial Document

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

That OAK HARBOR JOINT VENTURE

2000 309521 5 02/04/88 7.00 W D

herein referred to as Grantor, whether one or more of Tarrant County, Texas for and in consideration of $1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to us in hand paid by TEXAS ELECTRIC SERVICE COMPANY, hereinafter called Electric Company, does hereby grant, bargain, sell and convey unto said Electric Company an easement and right-of-way for the construction, reconstruction, maintenance, operation and removal of an overhead and/or underground electrical line consisting of variable numbers of wires, and all necessary or desirable appurtenances located overhead, underground or on the surface over, under, across and upon those certain lands described as:

Block 9R and 10, Oak Harbor Estates Addition to the City of Azle, Tarrant County, Texas.

A 7.5 foot and a 15 foot wide easement for an electric distribution line which is shown on Exhibit "1" which is hereby attached to and made a part of this instrument.

Grantor recognizes that the general course of said line, as above described is based upon preliminary surveys only, and hereby agrees that the easement hereby granted shall apply to the actual location of said line when constructed.

Grantor agrees to inform all other parties having a right to construct underground facilities in said easement as to the existence and location of any underground electric facilities constructed by Company hereunder.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of constructing, reconstructing, maintaining, operating or removing said line; the right to relocate along the same general direction of said line; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire along said line; the right to prevent excavation for a distance of 7.5 feet on each side of the actual center of said line the right to prevent the construction of, for a distance of 7.5 feet on each side of the actual center of said line, any and all buildings, structures or other obstructions which, in the sole judgment of Electric Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances and the right to trim or cut down trees or shrubbery within but not limited to said 15 foot space, to the extent in the sole judgment of Electric Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

TO HAVE AND TO HOLD the above described easement and rights unto the said Electric Company, its successors and assigns, forever.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Electric Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS this hand(s) this 22nd day of July, 1987

TESCO Agent or
Employee securing
easement:

Gerald M. Isbell

Oak Harbor Joint Venture

By Don Davis

Joint Venturer DON DAVIS

09184 0637

Unofficial Document

THE STATE OF TEXAS }

COUNTY OF TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ✓Don Davis, Joint Venturer, Joint Venturer known to me to be the person 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of July A. D. 1987 .

Sandra Miller 7/91

Notary Public in and for Tarrant County, Texas.

Sandra Miller

WA-ER NUMBER 7/14/87 JLH 204E051 021

TESCO FILE NUMBER E 87116

THE STATE OF TEXAS

Tarrant County

Easement and Right of Way

FROM

Bay Harbor Joint Venture

TO

TEXAS ELECTRIC SERVICE COMPANY

THE STATE OF TEXAS }

County }

County Clerk in and for said County, hereby certify that the within conveyance was filed in my office for record on the ..... day of ..... 19..... at ..... o'clock ..... M., and duly recorded by me on the ..... day of ..... 19..... in Book ..... Records of Deeds of said County, at page ..... .

Given under my hand and seal of office the day and year last above written.

RETURN TO

County Clerk ..... County, Texas

By ..... % G. R. Hawkins/Rm. 218 ESB Deputy.

P. O. Box 970

Fort Worth, Texas 75101

TESCO 711-[illegible]

REV. 11-74

THE STATE OF TEXAS }

COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19 .

Notary Public in and for County, Texas.

THE STATE OF TEXAS }

COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared , known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19 .

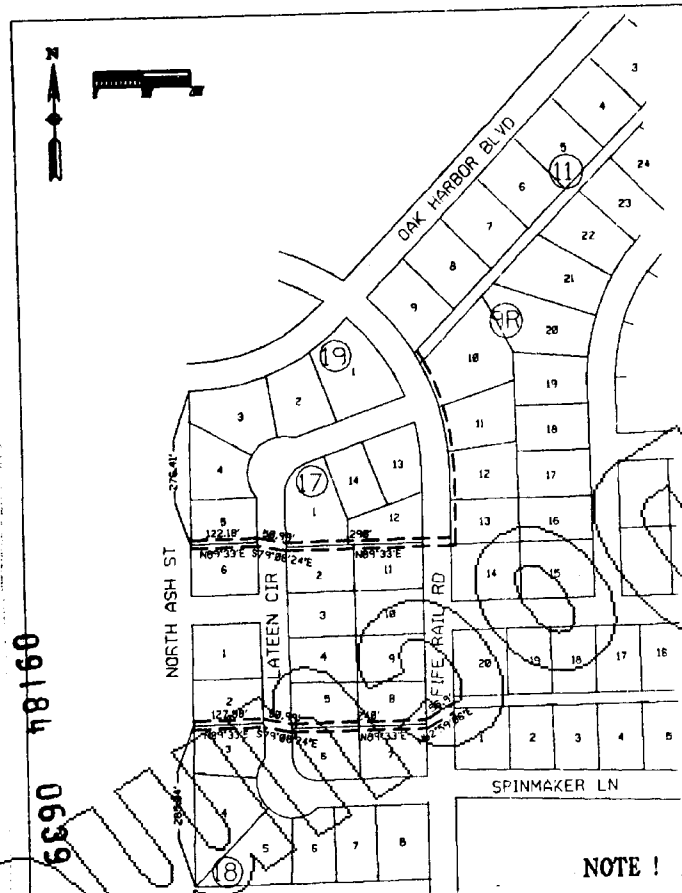
Notary Public in and for County, Texas.

09184 0638

Unofficial Document

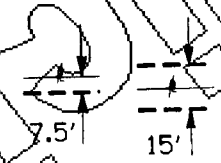
D.I.S • WA87072

W.A. NUMBER 204E051



NOTE !

EASEMENTS GRANTED



RECORDED:	RECORDED:
VOLUME 388-207	VOLUME 388-197
PAGE 92	PAGES 29 ,30 ,31
PLAT RECORDS	PLAT RECORDS
TARRANT COUNTY, TEXAS	TARRANT COUNTY, TEXAS

NOTE ! PROPOSED BLOCKS 17, 18, AND 19

OAK HARBOR ESTATES

BLOCK 9R AND 10

AN ADDITION TO THE CITY OF AZLE, TARRANT COUNTY, TEXAS

APPROVED BY: ✓ [signature]

DATE: ✓ 7-23 ,1987

EXHIBIT "1"

09184 0639

Unofficial Document

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 3 1988

COUNTY CLERK
TARRANT COUNTY, TEXAS

'88 FEB -3 P 3:30

FILED
TARRANT COUNTY

SUZANNE HENDERSON
COUNTY CLERK

BY _____

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

09184 0640