

STATE OF TEXAS §

COUNTY OF BROWN §

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
IN AND FOR THE OAK POINT SUBDIVISION**

WHEREAS, on or about March 11, 1998, the Oak Point Property Owners Association, inc., a Texas non-profit corporation (the "Association"), by authority of American Resort Development Partnership I, L.P. a Texas limited partnership (the "Developer") filed the Declaration of Covenants, Conditions, and Restrictions in and for the Oak Point Subdivision (the "Subdivision"), which Declaration was filed in Volume 1284, Page 191 of the Deed Records of Brown County, Texas (the "Initial Declaration"); and

WHEREAS, on or about August 13, 2002, the Association filed the First Amended Declaration of Covenants, Conditions, and Restrictions in and for the Subdivision, which Declaration was filed I Volume 1445, Page 848 of the Deed Records of Brown County, Texas (the "First Amended Declaration"); and

WHEREAS, the Association was granted the power and authority to amend the Initial and First Amended Declarations, pursuant to the provisions of Article I, paragraph (2) of the Initial Declaration; and

WHEREAS, the Association desires to amend the First Amended Declaration for the mutual benefit of the owners of property in the Subdivision, and hereby executes this Second Amended Declaration of Covenants, Conditions, and Restrictions in and for the Oak Point Subdivision (the "Second Amended Declaration").

THEREFORE, this Second Amended Declaration is made by the Association to amend, modify, replace and supersede the First Amended Declaration and provides as follows:

RECITALS

A. Developer is the original owner and developer of certain real property located in Brown County, Texas, more particularly described in Exhibit "A" attached to the Initial Declaration (the "Property").

B. It is the intention and desire of Developer to develop the Property as a residential community with recreational facilities to be known as the "Oak Point Subdivision." In furtherance thereof, Developer has caused, and will cause, plats of subdivided portions of the Property to be recorded in the Plat Records of Brown County, Texas (each subdivided lot of any such plat shall hereinafter be referred to as a "Lot," whether improved or unimproved). Residential dwellings within the Property will be of different styles, including site-built residences, patio homes, modular homes and manufactured homes or other types of homes, all of which shall be developed and maintained as part of a residential development of superior quality, architectural design, and condition. The Property will contain such roads, common areas, green belts, trails, ponds, and parks as Developer or the Association shall determine appropriate (the "Common Areas") and may contain (i) recreational facilities such as tennis courts, swimming pools, golf courses, club houses, recreational centers, and other recreational facilities, as Developer, in its sole discretion (and without obligation hereunder), deems desirable or appropriate (the "Recreational Facilities", or (ii) similar amenities the Association may deem desirable or appropriate, in its sole discretion.

C. Developer and Association desire to assure high quality standards for the enjoyment of the Property by any owner of a Lot (an "Owner"), and to promote the health, safety, and social welfare of each Owner. To provide for the preservation, enhancement, and maintenance of the Property and the improvements thereon, Developer and the Association desire to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner.

D. To provide for the efficient management of the Property, Developer created the Oak Point Property Owners Association, Inc. to maintain the Recreational Facilities and the Common Areas in the Property. The

Association has the power and duty to administer and enforce the easements, covenants, conditions, restrictions, and limitations hereinafter set forth and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, the Association hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, limitations and conditions (the "Covenants") which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors and/or assigns, and shall inure to the benefit of each Owner thereof and which shall amend, modify, replace and supersede the First Amended Declaration.

I

PROPERTY OWNERS ASSOCIATION

(1) Each and every Owner shall become a member of the Association and membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Use of the roads and facilities in the Property shall be limited to the Owners (and their children under 21 years of age, adult children actually residing with an Owner, and their accompanied guest), the Association and the Developer (and its guests or invitees).

(2) The Association shall have the right and authority to: (i) issue rules and regulations applicable to the Common Areas; (ii) collect maintenance fees, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (iii) implement a process involving lien rights and remedies to better secure the appropriate observance of these Covenants and the rules and regulations of the Association; (iv) permit the usage of Lots or any portion of the Property for streets, parking areas, uses normally associated with the customary development of a restricted-entry subdivision, and uses thereon mandated, directed or encouraged by government authorities having jurisdiction over the Property; (v) through its Board of directors, amend the Covenants; and (vi) exercise such other rights granted it under, and in accordance with, the Articles of Incorporation and Bylaws of the Association or elsewhere.

II

ARCHITECTURAL CONTROL COMMITTEE

(1) The Board of Directors of the Association shall appoint an Architectural Control Committee (the "Committee"), composed of two or more individuals. The Committee shall function as the representative of the Association to provide for and assist in maintenance, preservation, and architectural control of improvements to the Property. A majority of the Committee may designate a representative to act on its behalf.

(2) No improvement or structure of any nature shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan (showing the location of such improvements on the Lot) have been submitted to and approved by the Committee in writing. In addition, the Committee may require an Owner to provide evidence of financial ability to complete the proposed improvements.

(3) The Committee shall review applications for proposed improvements in order to ensure conformity of the proposed improvements with these Covenants, and harmony of external design thereof in relation to surrounding structures and topography. An application can be rejected for providing insufficient information or failure to comply with these Covenants. The Committee shall also review requests for placement of recreational vehicles ("R.V.s") and manufactured homes on designated Lots to determine compliance of such R.V.s or manufactured homes with these Covenants. If an application is rejected, the Committee will detail the reasons for rejection to assist the Owner to remedy the deficiencies. An application not rejected within thirty (30) days of receipt thereof by the Committee shall be deemed approved, so long as no Covenant is violated. Proof of submission of an application and receipt thereof by the Committee shall be the Owner's responsibility.

III RESTRICTIONS

(1) A lot shall not be owned by more than (i) two married couples, (ii) one married couple and two single persons, or (iii) four single persons, or by an entity that has more than four owners, shareholders, partners, or beneficiaries, the effect of which would be to give the benefits of ownership of a Lot to more than four persons; provided, however, that an entity having more than four owners, shareholders, partners or beneficiaries may own a Lot if it irrevocably designates to the Association in writing the four persons who will be the "Owners" of the Lot for the purposes of this Declaration. Until such entity designates the persons to be Owners of the Lot, no one may exercise any privileges of ownership associated with such Lot.

(2) All Lots shall be used for single-family residential purposes and uses only, and no other structures or uses shall be permitted therein except on (i) Lots 193-326, 348-383, 388-445, 573-917, 920-962 and 1,239-1,560 of the Subdivision, which are designated as "R.V. Lots;" (ii) Lots 2-46, 82-86, 111-130, 133-144, 161-192, 327-347 and 446-454 of the Subdivision, which are designated as "Manufactured Housing Lots;" (iii) Lots 1, 2, 47, and 48 which are designated as "Commercial Lots;" (iv) Lots 123-125, 475-478, 1236-1238, 1735-1738 and 1778-1780, which are designated as "Central Water System Lots," (v) such other Lots which may be designated by the Association or Developer in the future for use as recreational facilities, common areas, roads, utility facilities or commercial areas; or (vi) such Lots as may otherwise be reasonably and necessarily required for the development of the Property. Except for the lots otherwise described above, single-family residences must be (i) site-built homes or (ii) modular homes constructed in accordance with Chapter 1202 of the Texas Industrialized Housing and Buildings Act. The lots described as Commercial Lots or Central Water System Lots may only be used for single-family residential purposes if not used as otherwise provided above.

(3) No commercial activity or use shall be conducted on or from any Lot not designated as a Commercial Lot or area on a recorded subdivision plat, provided, however, that the sale or resale of Lots, the use of Lots for drill sites or the use of Lots for utility services shall not be considered to be commercial activity. Developer may engage in commercial activities and shall not be deemed to be a violation of the terms of this section. Any areas designated for commercial use are restricted to retail sales and services including, without limitations, the following: retail, grocery, clothing, sporting goods, recreational vehicle rentals, boat rentals, and gasoline sales. Other commercial uses may be permitted by the Association or Developer, which do not detract from the quality of the Property.

(4) No Lot may be resubdivided in any fashion. An Owner of two or more adjoining Lots may, however, treat such Lots as one building site, for the sole purpose of constructing improvements thereon as otherwise permitted herein. The developer or an Owner may file correction deeds or other similar corrective instruments to correct any surveying errors and to accurately describe a Lot, and any such corrective action shall not be deemed a violation of this paragraph.

(5) Each single-family residential dwelling constructed on Lots 1,209-1,230 shall contain a minimum of one-thousand, eight-hundred square feet (1,800') of heated/cooled floor space, have at least forty percent (40%) of the exterior walls covered with brick, masonry, hardy plank or native stone and have not less than a 6:12 roof pitch. Each single-family residential dwelling constructed on Lots 1,561-1,583 shall contain a minimum of one-thousand, three-hundred square feet (1,300') of heated/cooled floor space, have at least twenty percent (20%) of the exterior walls covered with brick, masonry, hardy plank or native stone and have not less than a 6:12 roof pitch. Each single-family residential dwelling constructed on any other Lot designated, as a "single-family residential" Lot shall contain a minimum of nine-hundred and sixty square feet (960') of heated/cooled floor space. The minimum square footage in each case shall be exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. No residential dwelling or structure on any Lot shall exceed two (2) stories in height above the highest natural ground level abutting such improvements. A basement level is permitted so long as the height restriction herein provided is not exceeded. All construction must be of new material (except stone, masonry or brick, if such is approved by the Committee), and such construction may not commence until approval there for has been received from the Committee in accordance with the provisions of Article II hereof.

(6) Each manufactured home placed on a Lot designated as a Manufactured Housing Lot shall contain at least eight-hundred and forty square feet (840') of heated/cooled floor space (in the case of a single-wide manufactured home), or at least nine-hundred and sixty square feet (960') of heated/cooled floor space (in the case

of a double-wide manufactured home); and be no older than four (4) years old as of the date it is laced on the Lot. All manufactured homes are to be under skirted with matching or complimentary material, approved by the Committee, within sixty (60) days of the date that the manufactured home is placed on a Lot. All manufactured homes are to be blocked, leveled, and anchored pursuant to industry-standard and manufacturer's specifications. Roofing materials will be limited to pitched and gabled metal or composition-type roofs on all singlewide or doublewide manufactured homes. The Committee will require a physical inspection of the manufactured home before approving it for placement on a Lot in accordance with the provisions of Article II hereof. All manufactured homes shall be and remain in good repair, and the exteriors hereof shall not be permitted to deteriorate.

(7) Each R.V. placed on a Lot designated as an R.V. Lot shall be factory-built, self-contained, be of good appearance and in good repair. The Committee will require a physical inspection of the R.V. before approving it for placement on a Lot in accordance with the provisions of Article II hereof. No dilapidated or unsightly R.V.s, converted buses, or park models are permitted. Any R.V. or non-conforming vehicle may be removed from the Lot, at the Owner's expense, and without liability to the Developer or the Association for any damage resulting therefrom unless resulting from gross negligence or willful misconduct. Only one R.V. per Lot will be allowed. Camping in an R.V. is limited to fourteen (14) days within any thirty (30) day period. Extensions must have written approval of the Association. Not permanent structures of any kind are allowed on any Lot designated as an R.V. Lot. Each R.V. placed on a Lot shall be subject to the Evacuation Plan as outlined in Article V of these Covenants.

(8) No corrugated sheet metal materials can be used on any structure in the Property for any purpose. No improvements containing metal or asbestos exterior siding or tarpaper or roll-type exterior or flat roofs shall be permitted on any Lot.

(9) Storage buildings may be placed on any R.V. Lot, after obtaining written approval from the Committee and the Brown County Water Improvement District, No. 1; provided, they are commercially constructed or prefabricated and no larger than 8' x 10' in dimension. Storage buildings may be constructed on any other Lot, subject, however, to the restrictions of Article III, paragraphs (8) and (17) hereof and only if a residential dwelling is located on such Lot or is under construction thereon, with such construction approved in writing by the Committee. Any storage building shall be located on the rear one-third (1/3) of the Lot, subject, however, to the provisions of Article III, paragraph (17) hereof. Storage buildings must be new, pre-fabricated buildings or built on site with all construction of new materials. No storage building will be allowed on any Lot designated as an R.V. Lot.

(10) Subject to the provisions of Article III, paragraph (17) hereof, fences may be constructed on a Lot subject to approval of the Committee, but may not create a safety hazard or create a sight-line hazard at any street intersections. All fences shall be completed within forty-five (45) days from commencement date thereof. Chain link fences will be allowed only on the back one-half (1/2) of a Lot. All fence plans and materials must be approved in advance by the Architectural Control Committee. Fences constructed on a Lot abutting any golf course shall meet such additional requirements as may be promulgated by the Committee for aesthetic and safety purposes.

(11) No improvements shall be constructed on a Lot within twenty (20') feet of the front Lot lines, within ten (10') feet of the rear Lot lines, and within (10') feet of the side Lot lines unless otherwise indicated on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Brown County, Texas. Notwithstanding the above, fences may be constructed on the Lot lines. No improvements shall be constructed within 10 (10') feet of any power lines on any Lot.

(12) Any improvement (other than fences) commenced upon a Lot shall be completed, as to exterior finish and appearance, within ten (10) months from the commencement date thereof.

(13) An Owner of a Lot shall not change or otherwise alter the appearance of any portion of the exterior of a residential dwelling or other improvements on a Lot, unless such decoration, change or alteration is first approved, in writing, by the Committee, as provided in Article II, hereof.

(14) Driveways shall be required on all improved Lots with specifications and materials subject to the written approval of the Committee. Culverts for driveways on Lots may be required by the Committee, if, in its sole discretion, water flowage problems would otherwise exist due to soil or topographical conditions of the Lot.

(15) An approved on-site sewage facility (septic system) must be installed by a licensed installer for each Lot upon which any residential improvement is made including, but not limited to, any Lot on which a site-built or manufactured home is to be placed. Prior to occupancy, each residence of any kind and all sanitary plumbing, materials and facilities must conform to the requirements of the Texas Natural Resource Conservation Commission and to that of the local authorities having jurisdiction. No outside toilet or privy shall be erected or maintained on any Lot. Neither sewage nor effluent shall be disposed of upon, in or under any Lot hereunder except into a septic tank. No septic tank or lateral line will be placed within ten feet (10') of any water line installed in any utility easement.

(16) Potable water will be supplied by a central water system serving all Lots. No individual wells may be drilled on any Lot for the purpose of providing potable water. No structure may be used as a residential dwelling (either temporary or permanent) without being connected to the central water system. Water may not be drawn from Lake Brownwood for use as potable water; provided, however, that until such time as the central water system is operational, Lots abutting and adjoining Lake Brownwood may temporarily draw water therefrom upon receiving all applicable permits and licenses from the Brown County Water Improvement District, No. 1 (the "Water District").

(17) No Owner of a Lot abutting or adjacent to Lake Brownwood may (i) place any fence or other improvements which are visible from Lake Brownwood without the written approval of the Committee and the Water District, if applicable, or (ii) extend any pipes or other devices from the Lot to Lake Brownwood to extract water from, or discharge fluids into, Lake Brownwood, except as otherwise provided in paragraph (16) hereof. An Owner of a Lot abutting or adjacent to Lake Brownwood may extend a boat dock from such Lot into Lake Brownwood with written approval from the Water District; provided, however, that no boat dock may be constructed from Lots, 1239-1245.

(18) No bus or other vehicle, temporary structure, tent shack, barn, storage building, or other out-building shall be used on any Lot at any time as a residence, either temporary or permanent.

(19) There is reserved for Developer, the Association, and their assigns, a ten foot (10') wide utility and drainage easement along the front and rear lot lines of each Lot, and a five foot (5') drainage easement along the side lot lines of each Lot (unless otherwise designated on a recorded subdivision plat) for the installation and maintenance of utilities and drainage facilities. There is reserved for Thunderbird Bay Water Services, Inc, and its assigns, a ten foot (10') wide utility easement along the front and rear lot lines of each Lot, and a five foot (5') utility easement along the side lot lines of each Lot for the installation and maintenance of utilities and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct, or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of an Owner situated within any such easement. The easement area of each Lot shall be maintained by the Owner thereof except for those improvements for which a public authority or utility company assumes responsibility.

(20) Central mail receipt facilities shall be installed at the entry to the Property by the U.S. Post Office or the Association or Developer and be of such size, color and design as the Post Office and/or Association or Developer deem appropriate. No individual mailboxes shall be permitted on any Lot.

(21) Children using local school buses to get to and from public schools shall be picked up and dropped off at a central location at the entry of the Property. No person shall be permitted to be picked up or dropped off from any Lot.

(22) No obnoxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other Owners including, but not limited to the operation of ATV's, go-carts, off-road motorcycles and dirt bikes, use of devices emitting excessive noise, noisy or smoky vehicles, devices which interfere with television or radio reception of any Owner, and offensive actions or behavior toward any Owner, guest, invitee, or other person in the Property.

(23) Each lot and any structure thereon shall be kept and maintained in a neat and orderly condition including the property storage of items, temporary in nature as determined by the Association. Property storage will

include but not limited to: fitted covers for boards and R.V.s (no unfitted tarps, etc). Lawns, grass, and/or plants on Lots with residential dwellings shall be properly controlled. No trash or refuse shall be allowed to accumulate and remain upon any Lot. Trash shall be kept only in sanitary containers located in appropriate areas screened or concealed from public view. In the event any Lot is not properly maintained, or cleaned up within thirty (30) days after receipt of written notice of a violation hereunder, the Association may clean up or otherwise remedy the violation existing on such Lot or hire outside services to do so and charge the Owner for such services, which charges, however, shall be reasonable and customarily charged in the area for comparable services. Unpaid fees shall become a charge and lien upon such Lot in favor of the Association.

(24) No farm animals will be allowed within the Property. Household pets shall be permitted provided they are not kept, bred or maintained for commercial purposes. No pet shall be allowed to roam free. When out-of-doors, pets must be either: (i) fenced in, (ii) kept in a humane enclosure, approved by the Committee, or (iii) kept on a leash. No pet shall be kept within the Property, which creates a public nuisance, or danger and any such pet determined by the Association to be such a nuisance shall be removed therefrom within five (5) days of the date the Owner thereof is notified in writing of that decision.

(25) No ground fires shall be built or maintained on any Lot. Burning of trash within the Property is prohibited.

(26) No camping shall be permitted on any Lot, except on (i) such Lots or tracts, which may, from time to time, be set aside by Developer or the Association as courtesy camping areas for the benefit of all Owners, or (ii) on Lots designated as R.V. Lots.

(27) All signs shall be posted on a designated bulletin board. No sign of any kind (including, without limitation, "for sale" signs) shall be displayed for public view on any Lot without the prior written approval of the Committee.

(28) Hunting or discharging of firearms or fireworks within the Property is prohibited.

(29) Fishing on any ponds within the Property is permitted only from common areas adjacent to such ponds.

(30) Parking on the streets within the Property by Owners or their guests and invitees (temporarily or permanently) is prohibited. All vehicles must be parked in the driveway of a Lot; provided, however, that, neither the driveway, nor the front, back or sides of Lots shall be used (i) to park or store (temporarily or permanently) commercial vehicles, trucks in excess of one ton in weight, damaged, wrecked or inoperable cars, buses, machinery, equipment, semi-trailers, airplanes, boards, recreational vehicles (except that a R.V. will be allowed on Lots designated as R.V. Lots); nor (ii) to store lumber, supplies or other materials. Any non-conforming vehicle may be removed from the Lot, at the Owner's expense, and without liability to the Developer or the Association for any damage resulting therefrom unless resulting from gross negligence or willful misconduct. This covenant does not preclude an Owner from performing minor repairs upon such vehicles owned by him or her and located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles on any such Lot by invited guests and visitors of an Owner for periods not exceeding two (2) days.

(31) All posted traffic signs within the Property must be obeyed. Violations of any posted traffic signs will subject violators to a \$25.00 fine per incident.

(32) Personal entrances from any road outside the boundaries of the Property to any Lot are prohibited. Perimeter fences may not be cut or removed by any party except by the Developer or the Association.

(33) The lease or rental of an improved Lot shall not be considered to be a violation of these Covenants provided that the lease (i) is for not less than the entire Lot and all the improvements thereon, (ii) is for a term of at least six (6) months, and (iii) is otherwise in compliance with the Association's rules and regulations. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Association with copies of such lease. The Association may evict tenants upon reasonable notice for a major violation or repeated minor violations of the provisions of the Bylaws, the Association's rules and regulations of these

Covenants. Lessees shall have the right to use the Common Areas only after their application for such privilege is approved by the Association. Any regulations adopted hereunder, including without limitation, payment of all applicable fees.

IV

COMPLIANCE WITH PROVISIONS OF DECLARATION, BYLAWS AND RULES AND REGULATIONS

(1) Each Owner shall comply strictly with the provisions of these Covenants, the Bylaws and the rules, regulations and decisions of the Association, adopted pursuant thereto and as the same may be lawfully amended from time-to-time. Failure and refusal after written notice to comply with any of the same shall be grounds for (i) imposing fines, (ii) suspending voting rights or rights to use Common Areas and Recreational Facilities and/or (iii) an action to recover sums due for damages or injunctive relief or both, and for reimbursement of all costs and attorney's fees incurred may be by any Owner, by the Association or the Committee (through any of its members), or by the Developer, against any person or persons violating or attempting to violate any Covenant.

(2) The Association may levy a charge of \$10.00 per day against any Owner who is determined by the Association to be in violation of any of these Covenants. The Owner shall be notified in writing of the determination of the Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s) or establish to the Committee's satisfaction that no violation exists. If the violation is not corrected within said ten (10) day period, the per-day charge shall be assessed against the Owner beginning with the date of notification and shall accrue until such correction. The Association has the right to include such additional charges to any account Owner may have with the Association.

(3) Each and every Owner covenants and promises to pay the Association, when due, any and all dues and fees assessed by the Association. Any dues and fees not paid within fifteen (15) days of their due date shall be in default and shall be subject to a late fee of ten dollars (\$10.00) per month, or such other or additional amounts as may be set by the Association and permitted by applicable law. Each and every Owner covenants and agrees that the Association and its successors and assigns shall have a lien upon their Lot(s), inferior only to the lien for taxes and any duly recorded deeds of trust or mortgage instrument, to secure payment of any dues and fees in default and any reasonable court costs and attorneys' fees incurred in connection with the collection of same, and such lien shall be evidenced by the filing of a statement by the Association of the Public Records of Brown County, Texas, attesting to such default. The Association has the right to include the above stated late fees to any account Owner may have with the Association. In the event Developer recovers a Lot(s) by way of deed to Developer, foreclosure, transfer, trade or otherwise, Developer shall not be responsible to the Association for any accrued Association dues, fees or assessments while such Lot(s) were not owned by Developer.

(4) No sale, transfer, lease, or disposition of any Lot shall be consummated unless and until the name and address of the purchaser or transferee has been provided to the Association. The original Owner of a Lot shall remain liable for all fees and assessments hereunder until the new owner's name is entered into the Association's records.

(5) Violation of, or failure to comply with, the Covenants shall not affect the validity of any mortgage, bonafide lien or other similar security instrument which may be then existing on a Lot. Invalidation of any one of the Covenants or any portion thereof, by a judgment or court order shall not affect any of the other Covenants, which shall remain in full force and effect. In the event any portion this Second Amended Declaration conflicts with mandatory provisions of any ordinance or regulations promulgated by any governmental agency which may have jurisdiction over the Property, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in a Lot shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to these covenants and restrictions.

(6) The Second Amended Declaration shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any Lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a Lot, shall thereby agree and covenant to abide by and perform all of the covenants and restrictions set forth herein.

(7) Neither the Association, the Developer, the Committee, nor their members, directors, officers, employees or agents shall have any liability nor responsibility at law or in equity on account of the enforcement of, or on account of the failure to enforcement the Covenants.

V
EVACUATION PLAN

Developer will designate one or more tracts of land within the property and/or a proper number of Lots, which in Developer's reasonable discretion will accommodate the existing number of R.V.s within the Property, from time-to-time, as a Recreational Vehicle Storage/Evacuation Site or Sites where Owners of R.V. Lots can take their R.V.s in the Sites(s) provided that the sites(s) must total at least two (2) acres in size. At the time of the purchase of a Lot, the Owner must provide the Developer and the Association with at least two (2) phone numbers; one where the Owner can be reached, and the other where an alternate emergency contact person can be reached in the event of a flood. The Association and/or the Developer will endeavor to contact all Owners or their emergency contact persons during reasonable hours in the event of a flood. In no event and under no circumstances shall Developer or the Association be responsible for or obligated to move or relocate any R.V. to safe ground or be liable for any damages to an Owner's R.V. (or its contents) resulting from a flood.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed on the ___ day of October 2006.

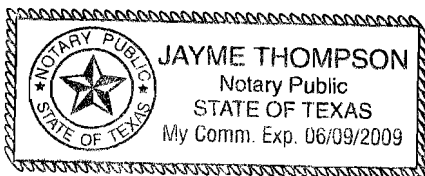
Oak Point Property Owners Association, Inc.

By: Charles E. Schram III
Charles E. Schram III, President

STATE OF TEXAS §

COUNTY OF BROWN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this the 3rd day of October, 2006, personally appeared Charles E. Schram III, President of the Oak Point Property Owners Association, Inc., a Texas non-profit corporation, and acknowledged to me that he executed the foregoing instrument as the act of said corporation, for the purposes, and in the capacity therein stated.



Shony
Notary Public in and for the State of Texas

INSTRUMENT NO. 7090

FILED OCTOBER 03, 2006 04:07 PM

RETURN TO:

AMERICAN RESORT DLPT PRTP I LP
P O BOX 795399
DALLAS TX 75379

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.
STATE OF TEXAS
COUNTY OF BROWN
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real property of Brown County, Texas.

RECORDED
COMPARED
INDEXED
DEPUTY: Margaret Wood
MARGARET WOOD, COUNTY CLERK
BROWN COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF BROWN §

FIRST AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANT'S
CONDITIONS, AND RESTRICTIONS IN AND FOR THE OAK POINT SUBDIVISION

WHEREAS, on or about March 11, 1998, the Oak Point Property Owners Association, Inc., a Texas nonprofit corporation (the "Association"), by authority of American Resort Development Partnership I, L.P. a Texas limited partnership (the "Developer") filed the Declaration of Covenants, Conditions, and Restrictions in and for the Oak Point Subdivision (the "Subdivision"), which Declaration was filed in Volume 1284, Page 191 of the Deed Records of Brown County, Texas (the "Initial Declaration"); and

WHEREAS, on or about August 13, 2002, the Association filed the First Amended Declaration of Covenants, Conditions, and Restrictions in and for the Subdivision, which Declaration was filed in Volume 1445, Page 848 of the Deed Records of Brown County, Texas (the "First Amended Declaration"); and

WHEREAS, on or about October 3, 2006, the Association filed the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Subdivision, which amended declaration was file in Volume 1633, Page 285 of the Deed Records of Brown County, Texas (the "Second Amended Declaration").

WHEREAS, the Association was granted the power and authority to amend the Initial, First Amended Declaration and Second Amended Declaration (collectively the "Declaration") pursuant to the provisions of Article I, paragraph (2) of the Initial Declaration, as amended; and

WHEREAS, the Association desires to amend the Second Amended Declaration for the mutual benefit of the owners of property in the Subdivision, and hereby executes this First Amendment to the Second Amended Declaration of Covenants, Conditions, and Restrictions in and for the Subdivision; and

THEREFORE, this First Amendment to Second Amended Declaration is made by the Association to amend and modify the Second Amended Declaration and provides as follows:

AMENDMENT:

1. De-annexation of Land. The provisions of the Declaration shall no longer apply to the land described in Exhibit "A" attached hereto (the "De-Annexed Land") and such land is hereafter excluded from the terms of the Declaration.

2. Miscellaneous.

- a. Except as modified hereby, the Declaration shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Declaration, the terms set forth in this Amendment shall govern and control.
- b. Captions used herein are for convenience only and are not to be utilized to ascribe any meaning to the contents thereof.
- c. Unless defined differently herein or the context clearly requires otherwise, all capitalized terms used in this Amendment shall have the meanings ascribed to them under the Declaration.
- d. If any term, covenant, condition or provision of this Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- e. This Amendment shall be binding upon and shall inure to the benefit of the Association and its successors, assigns, receivers and trustees, and shall be governed by and constructed in accordance with the laws of the State of Texas.

EXECUTED as of the date first above written.

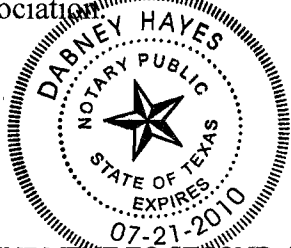
OAK POINT PROPERTY ASSOCIATION, INC.



Ed Neil
Authorized Signatory

STATE OF TEXAS §
COUNTY OF Dallas §
~~BROWN~~

This instrument was acknowledged before me on 11-4-08 by Ed Neil on behalf of the Association.



Dabney Hayes
Notary Public, State of Texas

Exhibit "A"

Land Description

All of Phase I, Woodbridge Estates according to the Plat thereof recorded in Volume 1715,
Pages 156-157 of the Plat Records Brown County, Texas.

INSTRUMENT NO. 8225

24

FILED NOVEMBER 12, 2008 03:04 PM

RETURN TO:

FAIRFAX CAPITAL CORP
5001 LBJ FREEWAY
SUITE 900
DALLAS TX 75244

RECORDED
COMPARED
INDEXED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UN-
ENFORCEABLE UNDER FEDERAL LAW.
STATE OF TEXAS
COUNTY OF BROWN

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and
was duly RECORDED in the Official Public Records of Real
property of Brown County, Texas.



DEPUTY:

Sharon Ferguson

SHARON FERGUSON, COUNTY CLERK
BROWN COUNTY, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:

Ed Neil
5001 LBJ, Suite 900
Dallas, TX 75244

STATE OF TEXAS §

COUNTY OF BROWN §

**SECOND AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS IN AND FOR
THE OAK POINT SUBDIVISION**

THIS SECOND AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN AND FOR THE OAK POINT SUBDIVISION (this "Second Amendment") is made and entered by the Board of Directors of the Oak Point Property Owners Association, Inc., a Texas non-profit corporation (the "Association").

PRELIMINARY STATEMENTS

A. The Association was established and is governed by certain agreements, including, without limitation, its Bylaws (herein so called) and that certain Declaration Regarding Establishment of the Oak Point Property Owners Association, Inc. filed in Volume 1284, Page 697 of the Deed Records of Brown County, Texas (the "POA Declaration").

B. The Association was formed for certain purposes as more specifically, set forth in the Bylaws and other governing documents of the Association, which purposes include, without limitation, exercising all of the powers and privileges and to perform all of the duties and obligations of the Association as may be set forth in that certain Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision filed in Volume 1284, Page 191, of the Deed Records of Brown County, Texas (the "Original Declaration"), as amended by (i) the First Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision filed in Volume 1445, Page 848, of the Deed Records of Brown County, Texas, and (ii) Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision filed in Volume 1633, Page 285, of the Deed Records of Brown County, Texas and (iii) First Amendment to Second Amended Declaration of Covenant's Conditions, And Restrictions in and for the Oak Point Subdivision filed in Volume 1736, Page 930, of the Deed Records of Brown County, Texas (the Original Declaration, as amended is herein referred to as the "Declaration").

C. Pursuant to Article I, Section (2) of the Declaration, the Board of Directors of the Association (the "Board") may amend the Declaration;

D. By resolution adopted by the Board on July 7, 2009, the Board approved this Second Amendment and authorized the undersigned officer of the Association to execute this Second Amendment amending certain terms of the Declaration as further described in this Second Amendment and record same in the Deed Records of Brown County, Texas.

NOW, THEREFORE, the Declaration is hereby amended by this Second Amendment as follows:

1. Definitions. Unless otherwise defined in this Second Amendment, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Amendment. The Declaration is hereby amended as follows:

(a) Article IV, Section (1) of the Declaration is hereby amended to add the following sentence at the end of such Section (1):

“The Board of Directors may implement and enforce the rules and/or regulations of the Association, which rules and regulations may include, without limitation, the imposition of fines, fees and other charges in connection therewith.”

(b) The first sentence of Article IV, Section (2) of the Declaration is hereby deleted in its entirety and replaced with the following:

“The Association, through its Board of Directors, may levy any fine, fee or other charge against any owner who is determined by the Board of Directors to be in violation of any of these Covenants and/or the Bylaws or any rules, regulations or decisions of the Association, which fines, fees and/or other charges shall be in such amounts (i) as may be expressly set forth in this Declaration, the Bylaws or any rules, regulations or other decisions of the Association, as applicable, or (ii) as deemed necessary, desirable or appropriate in the sole discretion of a majority of the Directors comprising the Board of Directors.”

3. No Other Effect. Except as expressly amended by this Second Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented.

4. Severability. Invalidation of anyone provision of this Second Amendment by judgment or court order shall in no way affect any other provision of this Second Amendment or the remainder of this Second Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Second Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Second Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Second Amendment.

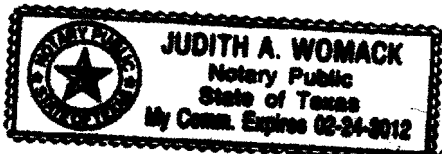
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed
this 7th day of July, 2009.

BY: [Signature]
Name: Ed Neil
Title: President of the Association

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Ed Neil, President of the Oak Point Property Owners 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 he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation on behalf of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of July, 2009.



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 02-24-12

INSTRUMENT NO. 5066 24-

FILED AUGUST 19, 2009 11:02 AM

RETURN TO:

ED NEIL
5001 LBJ SUITE 900
DALLAS TX 75244

RECORDED
COMPARED
INDEXED

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.
STATE OF TEXAS
COUNTY OF BROWN

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real property of Brown County, Texas.



DEPUTY: [Signature]
SHARON FERGUSON, COUNTY CLERK
BROWN COUNTY, TEXAS

EXHIBIT A
CONSTRUCTION RULES

1. Beginning April 1, 2009 all new construction at Oak Point in excess of \$2,000 will require submission of a \$300 building plan review fee payable to “Oak Point Property Owners Association”. The fee will be applied to the cost, if any, of reviewing the building plans submitted and the excess will go towards the general fund for the maintenance of roads. The fee should be submitted to Excel Association Management prior to the commencement of construction. One fee per lot total.
2. Per the existing Declarations building plans must be submitted to the Architectural Control Committee for review. Building plans detailing the layout of the building on the lot, the square footage of the structure, and the building materials used on the faced should be sent by mail or email to Excel Association Management prior to the commencement of construction.
3. New construction projects will require a roll off dumpster for construction debris and a portable toilet unless waived by Architectural Control Committee. Failure to maintain these items on site during construction will be subject the lot owner to a \$25/day fine for non compliance.
4. No dumping of construction material or littering is permitted on site. A fine of \$250 plus cost to remove dumped material may be assessed to lot owner. \$25/day fine for continued non compliance after written notice may be assessed.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Oak Point Property Owners Association, Inc.
2727 LBJ Freeway, Suite 600
Dallas, TX 75234

STATE OF TEXAS §

COUNTY OF BROWN §

**THIRD AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS IN AND FOR
THE OAK POINT SUBDIVISION**

THIS THIRD AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN AND FOR THE OAK POINT SUBDIVISION (this "Third Amendment") is made and entered by the Board of Directors of the Oak Point Property Owners Association, Inc., a Texas non-profit corporation (the "Association").

PRELIMINARY STATEMENTS

A. The Association was established and is governed by certain agreements, including, without limitation, its Bylaws (herein so called) and that certain Declaration Regarding Establishment of the Oak Point Property Owners Association, Inc. filed in Volume 1284, Page 697 of the Deed Records of Brown County, Texas (the "POA Declaration").

B. The Association was formed for certain purposes as more specifically, set forth in the Bylaws and other governing documents of the Association, which purposes include, without limitation, exercising all of the powers and privileges and to perform all of the duties and obligations of the Association as may be set forth in that certain Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision filed in Volume 1284, Page 191, of the Deed Records of Brown County, Texas (the "Original Declaration"), as amended by (i) the First Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision filed in Volume 1445, Page 848, of the Deed Records of Brown County, Texas, (ii) the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1633, Page 285, of the Deed Records of Brown County, Texas, and (iii) the First Amendment to Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1726, Page 177, of the Deed Records of Brown County, Texas, and (iv) the Second Amendment to Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1754, Page 483, of the Deed Records of Brown County, Texas (the Original Declaration, as amended is herein referred to as the "Declaration").

C. Pursuant to Article I, Section (2) of the Declaration, the Board of Directors of the Association (the "Board") may amend the Declaration;

D. By resolution adopted by the Board on June 21, 2010, the Board approved this Third Amendment and authorized the undersigned officer of the Association to execute this Third Amendment amending certain terms of the Declaration as further described in this Third Amendment and record same in the Deed Records of Brown County, Texas.

NOW, THEREFORE, the Declaration is hereby amended by this Third Amendment as follows:

1. Definitions. Unless otherwise defined in this Third Amendment, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Amendment. The Declaration is hereby amended as follows:

(a) Article II of the Declaration is hereby amended to add new Sections to Article II as follows:

“(4) The Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration in order to correct or avoid hardships to Owners. Upon submission of a written request for same, the Committee may from time to time, in its discretion, subject to the approval of the Board of Directors, permit an Owner to construct, erect or install a dwelling or other improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling or other improvement with such variances must, in the Committee’s discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed independently and the grant of a variance to any one Owner in similar circumstances shall not constitute a waiver of the Committee’s right to deny a variance to another Owner. Notwithstanding the foregoing to the contrary, no grant of a variance or waiver shall be deemed granted and final until the Board of Directors shall have approved of same.

(5) No individual member of the Committee shall have any personal liability to any Owner or any other person for the acts or omissions of the Committee if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the Committee or any member thereof arising from acts or omissions of the Committee committed in good faith and without malice.

(6) The Committee shall have the right, but is under no obligation to, establish specific design guidelines, rules, and building standards to assist Owners in determining the type of structures or other improvements, including, without limitation, landscaping improvements, which may be constructed and/or installed on a Lot. The Committee may amend or modify such guidelines, rules or standards from time to time in its sole discretion. Such guidelines, rules or standards shall supplement this Declaration with respect to the applicable portion of the Property to which such guidelines, rules and/or standards apply, and be general guides to permitted construction within the Property, but shall not diminish the Committee's authority to approve plans as otherwise provided herein.”

(b) The second to last sentence of Article III, Section (7) of the Declaration is hereby deleted in its entirety and replaced with the following:

“An Owner may construct and place a concrete pad and a permanent cover on a R.V. Lot, subject to the approval of the Committee of the plans and specifications of same. The Committee shall have the right to establish specific construction guidelines, rules, and building standards to assist Owners in determining the type of structures or other improvements, including, without limitation, landscaping improvements, which may be constructed and/or installed on an R.V. Lot. Notwithstanding the foregoing, no other permanent building or structure may be constructed on a R.V. Lot unless a specific variance or waiver is granted by the Committee and approved by the Board of Directors.

(c) The second sentence of Article III, Section (16) is hereby deleted in its entirety and the following added to the end of Section (16):

“Until such time as the central water system is operational, Lot Owners may drill wells for the purpose of providing potable water (a “Water Well”) on or his, her or its Lot or Lots, subject to the following conditions:

A. A Lot Owner intending to drill a Water Well shall employ a person or company licensed by the applicable state, county or local government authority to drill water wells in Texas (a “Licensed Water Driller”). Prior to drilling a Water Well a Lot Owner shall submit an application to the Committee, signed by a Licensed Water Driller, requesting the approval of the Committee of such Water Well. An application for a Water Well shall provide the following information: (i) a legible, plat, map or drawing of the Lot and all neighboring Lots within 150 feet of each boundary of the Lot showing the location of the proposed Water Well, (ii) the distance from the proposed Water Well to each boundary of such Lot, (iii) the distance from the proposed Water Well to any septic system located on the adjacent Lots, (iv) the type of Water Well to be constructed, and (v) evidence reasonably satisfactory to the Committee that the proposed Water Well shall conform to all state, county, and local government rules and regulations applicable to the proposed Water Well. The Committee shall respond to such application for the drilling of a Water Well in the same manner as provided herein for the approval of plans and specifications for improvements.

B. In the event the location of a proposed Water Well shall conflict with or restrict the rights of any adjacent Lot Owner to construct a septic system on any portion

of his, her or its Lot due to the proximity of the proposed Water Well to the boundaries of the adjacent Lot or Lots, the Lot Owner intending to drill a Water Well shall provide the written consent and waiver of such impacted adjacent Lot Owner or Lot Owners and to the proposed drilling of the Water Well. The consent and waiver of the adjacent Lot owner shall be in a form acceptable to the Committee.

C. Notwithstanding the installation of a Water Well on any Lot, when a central water system is operational, all Lots, including Lots with Water Wells, shall be required to connect to the central water system and draw potable water from the central water system.

D. Each Lot Owner intending to drill a Water Well shall be solely responsible, notwithstanding the Committee's approval of same, to insure that the final construction and location of the Water Well on his, her or its Lot conforms with the application submitted to the Committee and all requirements from the state, county and local government rules and regulations applicable to such water well, and the restrictions and conditions of this Declaration, as amended by this Third Amendment, and the Bylaws."

(d) The last sentence of Article III, Section (27) is hereby deleted in its entirety and replaced with the following:

"No sign of any kind shall be displayed for public view on any Lot other than for sale signs for the sale of a Lot, provided, the size, content, color and placement of such for sale signs shall be subject to the published guidelines and/or approval of the Committee."

3. No Other Effect. Except as expressly amended by this Third Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented.

4. Severability. Invalidation of any one provision of this Third Amendment by judgment or court order shall in no way affect any other provision of this Third Amendment or the remainder of this Third Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Third Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Third Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Third Amendment.

SIGNATURE PAGE FOLLOWS

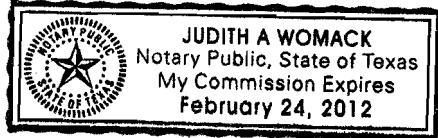
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed
this 24 day of June, 2010.

BY: [Signature]
Name: Ed Neil
Title: President of the Association

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared ED NEIL, President of the Oak Point Property Owners 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 he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation on behalf of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of June 2010.



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 02/24/12

INSTRUMENT NO. 3709 32-

FILED JUNE 28, 2010 01:11 PM

RETURN TO:

OAK POINT PROPERTY OWNERS
ASSOCIATION, INC
2727 LBJ FREEWAY SUITE 600
DALLAS TX 75234

RECORDED
COMPARED
INDEXED

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.

STATE OF TEXAS
COUNTY OF BROWN
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real property of Brown County, Texas.



DEPUTY: Bernal
SHARON FERGUSON, COUNTY CLERK
BROWN COUNTY, TEXAS

46

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Oak Point Property Owners Association, Inc.
2727 LBJ Freeway, Suite 600
Dallas, TX 75234

STATE OF TEXAS §

COUNTY OF BROWN §

FOURTH AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IN AND FOR THE OAK POINT SUBDIVISION

WHEREAS, on or about March 11, 1998, the Oak Point Property Owners Association, Inc., a Texas nonprofit corporation (the "Association"), by authority of American Resort Development Partnership I, L.P. a Texas limited partnership (the "Developer") filed the Declaration of Covenants, Conditions, and Restrictions in and for the Oak Point Subdivision (the "Subdivision"), which Declaration was filed in Volume 1284, Page 191 of the Deed Records of Brown County, Texas (the "Initial Declaration"); and

WHEREAS, on or about August 13, 2002, the Association filed the First Amended Declaration of Covenants, Conditions, and Restrictions in and for the Subdivision, which Declaration was filed in Volume 1445, Page 848 of the Deed Records of Brown County, Texas (the "First Amended Declaration"); and

WHEREAS, on or about October 3, 2006, the Association filed the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Subdivision, which amended declaration was file in Volume 1633, Page 285 of the Deed Records of Brown County, Texas (the "Second Amended Declaration").

WHEREAS, the Association filed (i) the First Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1726, Page 177, of the Deed Records of Brown County, Texas, and (ii) the Second Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1754, Page 483, of the Deed Records of Brown County, Texas, and (iii) the Third Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1783, Page 71, of the Deed Records of Brown County, Texas, (the Second Amended Declaration, as amended, is herein referred to as the "Declaration"); and

WHEREAS, the Association was granted the power and authority to amend the Initial, First Amended Declaration and Second Amended Declaration pursuant to the provisions of Article I, paragraph (2) of the Initial Declaration, as amended; and

WHEREAS, the Association desires to amend the Second Amended Declaration for the mutual benefit of the owners of property in the Subdivision, and hereby executes this Fourth Amendment to the Second Amended Declaration of Covenants, Conditions, and Restrictions in and for the Subdivision; and

THEREFORE, this Fourth Amendment to Second Amended Declaration is made by the Association to amend and modify the Second Amended Declaration and provides as follows:

AMENDMENT:

1. De-annexation of Land. The provisions of the Declaration shall no longer apply to the land described in Exhibit "A" attached hereto (the "De-Annexed Land") and such land is hereafter excluded from the terms of the Declaration.
2. Release and Waiver of Roads and Uses. The Association hereby releases and waives any and all rights to access or dedicate any roads previously platted upon the De-Annexed Land and including, without limitation, Red Oak Drive, Tall Oak Drive, Summer Oak Drive, Crest Oak Drive, Post Oak Drive, and Winding Oak Drive (collectively, the "Roads"), with the further agreement that all such platted Roads were previously conveyed to Lake Brownwood Partners, LLC, along with all rights of use and dedication.
3. Miscellaneous.
 - a. Except as modified hereby, the Declaration shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Declaration, the terms set forth in this Amendment shall govern and control.
 - b. Captions used herein are for convenience only and are not to be utilized to ascribe any meaning to the contents thereof.
 - c. Unless defined differently herein or the context clearly requires otherwise, all capitalized terms used in this Amendment shall have the meanings ascribed to them under the Declaration.
 - d. If any term, covenant, condition or provision of this Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- e. This Amendment shall be binding upon and shall inure to the benefit of the Association and its successors, assigns, receivers and trustees, and shall be governed by and constructed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 8th day of January 2014.

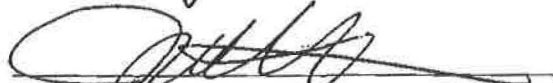
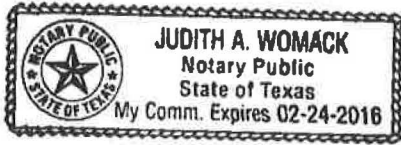
OAK POINT PROPERTY OWNERS
ASSOCIATION, INC.



Ed Neil
President

STATE OF TEXAS §
COUNTY OF ~~BROWN~~ DALLAS §

This instrument was acknowledged before me on January, 8th by Ed Neil on behalf of the Association.


Notary Public, State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Oak Point Property Owners Association, Inc.
2727 LBJ Freeway, Suite 600
Dallas, TX 75234

STATE OF TEXAS §

COUNTY OF BROWN §

**FIFTH AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS IN AND FOR**

THE OAK POINT SUBDIVISION

WHEREAS, on or about March 11, 1998, the Oak Point Property Owners Association, Inc., a Texas nonprofit corporation (the "Association"), by authority of American Resort Development Partnership I, L.P. a Texas limited partnership (the "Developer") filed the Declaration of Covenants, Conditions, and Restrictions in and for the Oak Point Subdivision (the "Subdivision"), which Declaration was filed in Volume 1284, Page 191 of the Deed Records of Brown County, Texas (the "Initial Declaration"); and

WHEREAS, on or about August 13, 2002, the Association filed the First Amended Declaration of Covenants, Conditions, and Restrictions in and for the Subdivision, which Declaration was filed in Volume 1445, Page 848 of the Deed Records of Brown County, Texas (the "First Amended Declaration"); and

WHEREAS, on or about October 3, 2006, the Association filed the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Subdivision, which amended declaration was file in Volume 1633, Page 285 of the Deed Records of Brown County, Texas (the "Second Amended Declaration").

WHEREAS, the Association filed (i) the First Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1726, Page 177, of the Deed Records of Brown County, Texas, and (ii) the Second Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1754, Page 483, of the Deed Records of Brown County, Texas, and (iii) the Third Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1783, Page 71, of the Deed Records of Brown County, Texas, and (iv) the Fourth Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 114, Page 207, of the Deed Records of Brown County, Texas, (the Original Declaration, as amended is herein referred to as

the "Declaration"). (the Second Amended Declaration, as amended, is herein referred to as the "Declaration"); and

WHEREAS, the Association was granted the power and authority to amend the Initial, First Amended Declaration and Second Amended Declaration pursuant to the provisions of Article I, paragraph (2) of the Initial Declaration, as amended; and

WHEREAS, the Association desires to amend the Second Amended Declaration for the mutual benefit of the owners of property in the Subdivision, and hereby executes this Fifth Amendment to the Second Amended Declaration of Covenants, Conditions, and Restrictions in and for the Subdivision; and

THEREFORE, this Fifth Amendment to Second Amended Declaration is made by the Association to amend and modify the Second Amended Declaration and provides as follows:

AMENDMENT:

1. De-annexation of Land. The provisions of the Declaration shall no longer apply to the land described in Exhibit "A" and Exhibit "B" attached hereto (the "De-Annexed Land") and such land is hereafter excluded from the terms of the Declaration.

2. Miscellaneous.

- a. Except as modified hereby, the Declaration shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Declaration, the terms set forth in this Amendment shall govern and control.
- b. Captions used herein are for convenience only and are not to be utilized to ascribe any meaning to the contents thereof.
- c. Unless defined differently herein or the context clearly requires otherwise, all capitalized terms used in this Amendment shall have the meanings ascribed to them under the Declaration.
- d. If any term, covenant, condition or provision of this Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court^e of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- e. This Amendment shall be binding upon and shall inure to the benefit of the Association and its successors, assigns, receivers and trustees, and shall be governed by and constructed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 31 day of December, 2015.

OAK POINT PROPERTY OWNERS
ASSOCIATION, INC.

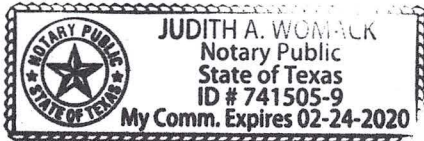


Ed Neil
President

STATE OF TEXAS §

COUNTY OF BROWN §

This instrument was acknowledged before me on December, 31 by Ed Neil on behalf of the Association.


Notary Public, State of Texas

Escrow File No.: 1503035

EXHIBIT "A"

Tract One:

All that certain, lot, tract or parcel of land lying and being situated in Brown County, Texas and being Lot 517 of Oak Point Subdivision, Phase I, a subdivision located on Lake Brownwood, in Brown County, Texas, as shown by the map or plat of said subdivision, recorded in Volume 4, Page 265, Plat Records of Brown County, Texas.

Tract Two:

All of that certain 0.313 acre tract, strip or part of Winding Oak Drive, being part of the Oak Point Subdivision on Lake Brownwood, 11.14357 miles, N 05° 56' 36.6" W, of the Court House of Brown County, Texas, and being 32.04739 miles, N 24° 26' 38.1" E, of the Geographical Center of The State of Texas, said Subdivision being of record in Volume 4, Pages 213 through 234, of the Plat Records of Brown County, Texas, and is further described as occupied as follows;

BEGINNING at a 1/2" iron rod found in place in the intersection of the Easterly line of Oak Point Drive, and the Northerly line of Winding Oak Drive of said Subdivision, being known as the SWC of Lot No. 517 of said Subdivision, for the Westerly Corner of this;

THENCE South 43 degrees 49 minutes 42 seconds East, crossing into said Winding Oak Drive, 120.02 feet to a 1/2" iron rod set in the projection of the Easterly line of lot No. 515, for a Westerly Corner of this;

THENCE South 00 degrees 39 minutes 57 seconds East, with projection of said lot, 51.39 feet to a 1/2" iron rod found, being the NEC of said Lot No. 515, and the southerly line of said Winding Oak Drive, for the South West Corner of this;

THENCE North 89 degrees 34 minutes 23 seconds East, with southerly line of said Winding Oak Drive, being a northerly line of a 213.07 acre tract as conveyed by deed from Lake Brownwood Partners LLC to James and Susan Tolson Family Limited Partnership LP., dated January 10, 2014, being of record in Volume 114, Page 220, of the Official Public Records of said County, a total distance of 228.56 feet, to a 1/2" iron rod found, for the South East Corner of this;

THENCE North 00 degrees 47 minutes 13 seconds East, crossing street, 49.30 feet to a 1/2" iron rod found, being the occupied SWC of Lot No. 516, for the North East Corner of this;

THENCE with the northerly lines of said Winding Oak Drive, North 88 degrees 48 minutes 45 seconds West, 149.50 feet to a 1/2" iron rod found being the SEC of Lot No. 517, and continuing along a curve to the right having a radius of 293.56 feet and an arc length of 186.88 feet, being subtended by a chord of North 62 degrees 50 minutes 27 seconds West for a distance of 183.74 feet to the Place of Beginning and calculated to contain 0.313 acre of land in area.

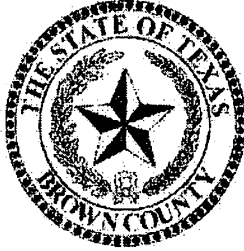
Exhibit "B"

Legal Description

All those certain, lots, tracts or parcels of land lying and being situated in Brown County, Texas and being Lots 516, 565, and 566 of Oak Point Subdivision, Phase I, a subdivision located on Lake Brownwood, in Brown County, Texas, as shown by the map or plat of said subdivision, recorded in Volume 4, Page 265, Plat Records of Brown County, Texas.

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY

WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 618

FILED FOR REGISTRATION FEBRUARY 01, 2016 01:24PM 5PGS \$42.00

SUBMITTER: LAKE BROWNWOOD PARTNERS LLC

RETURN TO:

LAKE BROWNWOOD PARTNERS LLC
2727 LBJ FREEWAY STE 600
DALLAS TX 75234

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

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

88

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Oak Point Property Owners Association, Inc.
2727 LBJ Freeway, Suite 600
Dallas, TX 75234

STATE OF TEXAS §

COUNTY OF BROWN §

**SIXTH AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS IN AND FOR
THE OAK POINT SUBDIVISION**

THIS SIXTH AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN AND FOR THE OAK POINT SUBDIVISION (this "Sixth Amendment") is made and entered by the Board of Directors of the Oak Point Property Owners Association, Inc., a Texas non-profit corporation (the "Association").

PRELIMINARY STATEMENTS

A. The Association was established and is governed by certain agreements, including, without limitation, its Bylaws (herein so called) and that certain Declaration Regarding Establishment of the Oak Point Property Owners Association, Inc. filed in Volume 1284, Page 697 of the Deed Records of Brown County, Texas (the "POA Declaration").

B. The Association was formed for certain purposes as more specifically, set forth in the Bylaws and other governing documents of the Association, which purposes include, without limitation, exercising all of the powers and privileges and to perform all of the duties and obligations of the Association as may be set forth in that certain Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision filed in Volume 1284, Page 191, of the Deed Records of Brown County, Texas (the "Original Declaration"), as amended by (i) the First Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision filed in Volume 1445, Page 848, of the Deed Records of Brown County, Texas, (ii) the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1633, Page 285, of the Deed Records of Brown County, Texas, (iii) the First Amendment to Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1726, Page 177, of the Deed Records of Brown County, Texas, (iv) the Second Amendment to Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1754, Page 483, of the Deed Records of Brown County, Texas, (v) the Third Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 1783, Page 71, of the Deed Records of Brown County, Texas, (vi) the Fourth Amendment to the Second Amended

Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 114, Page 207, of the Deed Records of Brown County, Texas, and (vii) the Fifth Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions in and for the Oak Point Subdivision, filed in Volume 190, Page 873, of the Deed Records of Brown County, Texas (the Original Declaration, as amended is herein referred to as the "Declaration").

C. Pursuant to Article I, Section (2) of the Declaration, the Board of Directors of the Association (the "Board") may amend the Declaration;

D. By resolution adopted by the Board, the Board approved this Sixth Amendment and authorized the undersigned officer of the Association to execute this Sixth Amendment amending certain terms of the Declaration as further described in this Sixth Amendment and record same in the Deed Records of Brown County, Texas.

NOW, THEREFORE, the Declaration is hereby amended by this Sixth Amendment as follows:

1. Definitions. Unless otherwise defined in this Sixth Amendment, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Annexation of Land. The land described in Exhibit A attached hereto and known as the Woodbridge Estates Subdivision (hereinafter "Woodbridge Estates"), is hereby incorporated and annexed as a part of the land subject to the terms and conditions of the Declaration, as amended by this Sixth Amendment, provided, the annexation of the Woodbridge Estates land shall not be deemed effective unless and until the Woodbridge Estates Property Owners Association, Inc. (the "Woodbridge Estates Association") shall by a written declaration in recordable form, consent to such annexation and approve of the terms and conditions of the Declaration, as amended by this Sixth Amendment.

3. Woodbridge Estate Owners. Each owner of a lot within Woodbridge Estates shall be deemed an Owner and a Member of the Association and entitled to all of the rights and privileges of an Owner of the Association, and shall be subject to the terms, conditions and obligations of any Owner, as set forth in the Declaration, as amended by this Sixth Amendment, including but not limited to the obligation to pay annual dues and the right to vote as a Member of the Association. In no event shall dues or assessments levied on Owners or Lots within Woodbridge Estates be more than the amounts levied against individual Owners or Lots within the Association.

4. Lake Brownwood Partners, LLC as Builder. Together with the annexation of Woodbridge Estates, as provided herein, Lake Brownwood Partners, LLC (hereinafter referred to as "Builder") shall have the following rights, but not the obligation, with respect to the Lots, roads and improvements located within Woodbridge Estates:

(a) To provide for road development, installation of utilities, and installation of amenities or improvements including but not limited to a boat ramp, a dock, a gate, or other amenities. The Builder may also designate certain areas for limited commercial use

and impose construction requirements different from those described in the Association's Second Amended Declaration of Covenants, Conditions and Restrictions.

(b) In the event the Builder shall elect to construct roads or other improvements within Woodbridge Estates, the Builder may dedicate to the Association any completed improvement including but not limited to roads, portions of a road, or any other completed improvement. Upon the dedication of same to the Association, such roads or other improvements shall be deemed a part of roads and improvements of the Subdivision for all purposes under the Declaration and the Association shall become solely responsible for the maintenance of the dedicated roads and other dedicated improvements located within Woodbridge Estates.

(c) The Builder, and with Builder approval any Lot owner, shall have the right, with respect to any property they own, to divide, subdivide, plat, or replat Lots or other acreage, without the consent or approval of the Association.

(d) All the rights provided to Builder are transferrable by Builder to another entity without approval of the Association and at any time. Builder has the right to de-annex Woodbridge Estates from the Association without approval of the Association.

5. Building Restrictions in Woodbridge Estates. As Woodbridge Estates is contained within the Oak Point Subdivision all restrictions described in the Declaration shall apply to Woodbridge Estates unless those restrictions are in conflict with those described in this paragraph 7. In the case of any conflict, the restrictions contained in this paragraph 7 shall prevail.

(a) Each single-family residential dwelling constructed on Lots 1-41 shall contain a minimum of one-thousand, eight-hundred square feet (1,800') of heated/cooled floor space, have at least forty percent (40%) of the exterior walls covered with brick, masonry, hardy plank or native stone and have not less than a 6:12 roof pitch. The minimum square footage in each case shall be exclusive of all porches, patios, carports, garages or breezeways attached to the main dwelling. No residential dwelling or structure on any Lot shall exceed the lesser of two (2) stories or 30 feet in height above the highest natural ground level abutting such improvements. Roofing materials may be asphalt shingle, clay tile, or metal. A basement level is permitted so long as the height restriction herein provided is not exceeded. All construction must be of new material (except stone, masonry or brick, if such is approved by the Committee), and such construction may not commence until approval there for has been received from the Architectural Control Committee ("ACC") or their designated representative in accordance with the provisions of Article II of the Original Declaration hereof.

(b) No improvements shall be constructed on a Lot within twenty (20') feet of the front Lot lines and within (10') feet of the side Lot lines unless otherwise indicated on a subdivision plat of a portion of the Property, duly recorded and filed in the Plat Records of Brown County, Texas. No improvements shall be constructed within ten (10') feet of any power lines on any Lot. Any improvement (other than fences) commenced upon a Lot shall be completed, as to exterior

finish and appearance, within ten (10) months from the commencement date thereof.

- (c) There is reserved for Builder, the Association, and their assigns, a ten foot (10') wide utility and drainage easement along the front and rear lot lines of each Lot, and a five foot (5') drainage easement along the side Lot lines of each Lot (unless otherwise designated on a recorded subdivision plat) for the installation and maintenance of utilities and drainage facilities. There is reserved for a future water utility, and its assigns, a ten foot (10') wide utility easement along the front and rear lot lines of each Lot, and a five foot (5') utility easement along the side lot lines of each Lot for the installation and maintenance of utilities and drainage facilities. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct, or retard the flow of water through drainage channels in such easements. No utility company or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of an Owner situated within any such easement. The easement area of each Lot shall be maintained by the Owner thereof except for those improvements for which a public authority or utility company assumes responsibility.
- (d) All construction projects will require the placement of a roll off dumpster for construction debris and a portable toilet prior to the commencement of construction unless waived by ACC. The dumping of rock, soil, construction material or any other construction by-product on any lot is not permitted. Littering is not permitted. Lot owners will be held financially responsible for the action of their contractors.

6. No Other Effect. Except as expressly amended by this Sixth Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented.

7. Severability. Invalidation of any one provision of this Sixth Amendment by judgment or court order shall in no way affect any other provision of this Sixth Amendment or the remainder of this Sixth Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Sixth Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. Headings. The headings contained in this Sixth Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Sixth Amendment.

SIGNATURE PAGE FOLLOWS

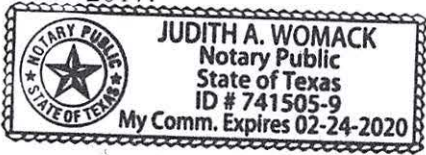
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed
this 5th day of May, 2017.

BY: Ed Neil
Name: Ed Neil
Title: President of the Association

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Ed Neil, President of the Oak Point Property Owners 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 he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation on behalf of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of May, 2017.



Judith A. Womack
Notary Public in and for the State of Texas

My Commission Expires: 2-24-20

EXHIBIT "A"

Woodbridge Estates Addition, Phase I, an addition on Lake Brownwood, in Brown County, Texas, and being a part of Phase I of Oak Point Subdivision, the map or plat of said Woodbridge Estates Addition, Phase I, being recorded in Volume 5, Page 79, Plat Records of Brown County, Texas, and Volume 1715, Page 156, Real Property Records of Brown County, Texas.

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

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

INSTRUMENT NO. 1702645

FILED FOR REGISTRATION MAY 10, 2017 11:28AM 6PGS \$46.00

SUBMITTER: LAKE BROWNWOOD PARTNERS LLC

RETURN TO:

LAKE BROWNWOOD PARTNERS LLC
2727 LBJ SUITE 600
DALLAS TX 75234

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

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

JH

- a. ID Garages may be built on lots other than RV lots without a house already existing on the lot provided it is built by a Member who already owns a home built on a lot at Oak Point. These garages will be known as ID Garages to distinguish them from detached garages built on a lot with a house on it.
- b. ID Garages plans must be submitted and approved prior to construction by the Architectural Control Committee ("ACC"). A plot plan clearly depicting structure placement on the lot, to include distance from property lines, must be included with the application. Drawings indicating the composition of the Garage façade must be included in the application.
- c. ID Garage dimensions will not exceed 1,500 square feet, with no exterior dimension exceeding 60 feet in length. Concrete will not exceed 3,000 square feet to include garage slab, parking and drive way. ID Garages may not significantly obstruct the view of the lake for neighboring lots unless approved by the ACC.
- d. A pitched or sloping roof is required on ID Garages. The roof peak will not exceed 24 feet from the ground. Roof material may be metal or twenty-year composition shingle (minimum) type roof.
- e. The ID Garage façade will be similar in architectural style as the house it serves, to be determined in the sole opinion of the ACC. A minimum of 20% of exterior siding will be brick, stone or masonry (ie- hardie plank) material. Corrugated metal (non architectural) is not allowed as an exterior or roofing material unless approved by the ACC.
- f. The ID Garage must be a new pre-fabricated building or built on site with all construction of new material. The ID Garage must have an overhead door or other opening large enough for a car to be driven through.
- g. Inclusion of plumbing and HVAC is allowed within an ID Garage. No kitchen facilities are permitted. ID Garages are not to be used as a permanent or temporary residence or sleeping quarters. No commercial or business activity may take place in a garage.
- h. ID Garages must adhere to the building restriction easements in place for houses.

3. Storage Building Requirements:

- a. Storage Buildings may be built, not to exceed 80 square feet on an RV lot and 800 square feet on other lots, with no exterior dimension exceeding 30 feet in length. Concrete will not exceed 2,000 square feet to include slab, parking and drive way.

- b. Storage Buildings built on other than an RV lot must have an existing house on the lot. The construction of Storage Buildings must be in accordance with the Restrictions of Article III paragraphs 8, 9 and 17. No commercial activity may take place in a storage building.
- c. Inclusion of plumbing and HVAC is not allowed within a storage building. Storage Buildings are not to be used as a residence.
- d. The Storage Building must be a new pre-fabricated building or built on site with all construction of new material. Storage Building must adhere to the building restriction easements in place for houses.
- e. Storage Buildings must be no taller than 15 feet.

4. RV Lot Construction Requirements:

- a. In order to install a concrete slab or RV cover on an RV lot the Member must submit a construction application to the ACC describing the nature and location of the improvements. A plot plan clearly depicting structure placement on the lot, to include distance from property lines, must be included with the application.
- b. On RV lots no improvements including concrete slabs or RV covers or their support structures will be permitted within 5 feet of the side yard property line, 10 feet of the front yard property line, or 10 feet of the rear yard property line.
- c. RV covers shall be no taller than 16ft unless approved.

The rest of this page is intentionally blank.

The foregoing Architectural Standards Bulletin shall be and become effective as of the 27th of March, 2011. Except to the extent otherwise expressly provided elsewhere herein, all capitalized terms utilized herein shall have the identical meanings as those set forth in the Declaration.

EXECUTED March 27, 2011.

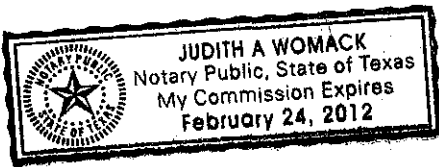
By: [Signature]

Name: Ed Neil, President

THE STATE OF TEXAS §
 §
COUNTY OF BROWN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ed Neil, President of Oak Point Property Owners Association, Inc., known to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized officer of such corporation, and as the act and deed 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 27th day of March, 2011.



[Signature]
Notary Public, State of Texas

After Recording, Please Return To:
Oak Point Property Owners Association, Inc.
c/o Principal Management Group
9001 Airport Freeway, Suite 450
North Richland Hills, Texas 76180

STATES OF TEXAS §
 § **KNOW TO ALL THESE MEN PRESENTS:**
COUNTY OF BROWN §

NOTICE OF ARCHITECTURAL STANDARDS BULLETIN 2

THIS NOTICE OF ARCHITECTURAL STANDARDS BULLETIN 2 (the “ASB 2”) is made on this date hereinafter set for by Oak Point Property Owners Association, Inc. (the “Association”).

WHEREAS, the Board of Directors of the Association, or the Architectural Control Committee (the “Committee”) as defined in that certain Second Amended Declaration of Covenants, Conditions and Restrictions for Oak Point (the “Declaration”) dated effective as of October 3, 2006, and recorded in Volume 163, Page 285 of the Real Property Records of Brown County, Texas; and

WHEREAS, Section 2 of Article I of the Declaration authorizes and empowers the Association to publish and promulgate, from time to time, Architectural Standards Bulletins to supplement the Declaration and be applicable to the Lots (as defined in the Declaration); and

WHEREAS, the Board of Directors of the Association or the Architectural Control Committee has previously published and promulgated this document in order to supplement the Declaration and to be applicable to all affected Lots; and

NOW, THEREFORE, the Association hereby files of record the following Architectural Standards Bulletin 2 published and promulgated by the Board of Directors of the Association or the Architectural Control Committee which shall and does apply to each and all of the affected Lots:

ARCHITECTURAL STANDARDS BULLETIN 2

The Board of Directors and the Architectural Control Committee created pursuant to Section 1 of Article II of that certain Second Amended Declaration of Covenants, Conditions and Restrictions for Oak Point, recorded in recorded in Volume 1633, Page 285 of the Real Property Records of Brown County, Texas, hereby adopts, publishes and promulgates the following Architectural Standards Bulletin 2:

I. Manufactured Housing Lots

1. For the purposes of this ASB 2 the following Definitions are established:
 - a) **Manufactured Home (or House):** A Manufactured Home is a home built to the Housing and Urban Development (HUD) Manufactured Home Construction

and Safety Standards and displays a HUD red certification label and data plate on the exterior of each transportable section.

- b) Mobile Home: A Manufactured Home built before the HUD code was implemented in June 1976.
 - c) Modular or Industrial Housing: A residential structure constructed in one or more modules built at a location other than the permanent site and are installed on a permanent foundation. They are not certified by HUD but the modular sections that make up an industrialized house will each bear a certification decal with the following ***"This label certifies that this module has been manufactured in accordance with the requirements of Chapter 1202 of the Occupations Code and the Texas Industrialized Building Code Council"***.
2. For the purpose of making it easier for lot owners to establish homes within the subdivision and to increase the utility of the lots, this ASB 2 will extend the designation of Manufactured Housing Lots (MHL) to the following lots:

Phase 2	567	thru	572
	918	-	920
	963	-	1036
	1090	-	1126
	1131	-	1164
	1169	-	1195
	1198	-	1208
Phase 3	1571	-	1573
	1576	-	1581
	1586	-	1591
	1593	-	1780

3. Restrictions and Clarifications

- a) Manufactured Housing Lots have been designated previously within the Section III, Paragraph 2 of the Second Amended Declaration of Covenants, Conditions and Restrictions for Oak Point (the "Declaration") as follows and remain unchanged:

Phase 1	2	-	46
	82	-	86
	111	-	130
	133	-	144
	161	-	192
	327	-	347
	446	-	454

- b) Modular or Industrial Housing has been and continues to be allowed on all lots designated for single family residential purposes provided that they meet the definition above.
- c) The MHL designation allows for the placement of a manufactured home on that lot. The additional restrictions for the placement of Manufactured Housing on the newly designated MHL in Phase 2 and Phase 3 is as follows:
 - i. All manufactured homes are to be under skirted with matching or complimentary material, within sixty (60) days of the date that the manufactured home is placed on a Lot. All manufactured homes are to be blocked, leveled, and anchored pursuant to industry-standard and manufacturer's specifications. Roofing materials will be limited to pitched and gabled metal or composition-type roofs. The Architectural Committee or their agent may require a physical inspection of the manufactured home before approving it for placement on a Lot. All manufactured homes shall be and remain in good repair, and the exteriors hereof shall not be permitted to deteriorate.
 - ii. Must be 4 years old or newer as of the date of installation
 - iii. Must display a HUD red certification label and data plate on the exterior of each transportable section
- d) All Manufactured Housing in Phase 2 and Phase 3 must be double wide manufactured homes. All Manufactured housing in Phase 2 and Phase 3 shall have a minimum of 1,200 square feet except for lots 1569 - 1602 and 1682 - 1688 which will have a minimum of 1,300 square feet.
- e) It is permissible to place a Modular House or site constructed home on any Lot designated as MHL but an RV may not be placed on the lot.
- f) Prior to placing a Manufactured or Modular home on a lot a Member must submit a Construction Review Application to the POA for approval. Construction fees will be assessed at the prevailing rate and applied to the square foot of the manufactured or modular home regardless of its foundation type.

II. **Garage Lots Revisions and Designations**

- 1. Many lot owners would like to build larger stand alone Individual Detached Garages ("ID Garages" as described in ASB 1) to house recreational vehicles and other purposes. For the purpose of making it easier for lot owners to establish homes within the subdivision and to increase the utility of the lots this ASB 2 will

increase the allowable size of a ID Garage on the following lots to 5,000 SF including covered awnings:

- a) 1561 - 1627, 1102 - 1113, 1144 - 1147

2. Restrictions and Clarifications

- a) Buildings must meet the existing requirements for facade and landscaping already applicable to ID Garages identified in ASB 1. All metal buildings will be considered provided the facade is architecturally pleasing in the sole discretion of the Construction Review Application Review Committee.
- b) Prior to placing a Garage on a lot a Member must submit a Construction Review Application to the POA for approval.

The foregoing Architectural Standards Bulletin 2 shall be and become effective as of January 1, 2016. Except to the extent otherwise expressly provided elsewhere herein, all capitalized terms utilized herein shall have the identical meanings as those set forth in the Declaration.

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EXECUTED December 31, 2015.

By: Ed Neil

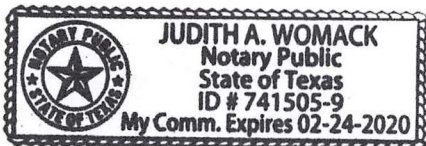
Name: Ed Neil, President

THE STATE OF TEXAS §
 §
COUNTY OF BROWN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ed Neil, President of Oak Point Property Owners Association, Inc., known to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized officer of such corporation, and as the act and deed 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 31 day of December, 2015.

Judith A. Womack
Notary Public, State of Texas



After Recording, Please Return To:
Oak Point Property Owners Association, Inc.
2727 LBJ Freeway, Suite 600
Dallas, TX 75234

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY

WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 619

FILED FOR REGISTRATION FEBRUARY 01, 2016 01:24PM 5PGS \$42.00

SUBMITTER: LAKE BROWNWOOD PARTNERS LLC

RETURN TO:

LAKE BROWNWOOD PARTNERS LLC
2727 LBJ FREEWAY STE 600
DALLAS TX 75234

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

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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