

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS  
FOR LAGUNA BAY**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TARRANT   §

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGUNA BAY (this "Amendment") is executed by Laguna Bay Property Owner's Association, a Texas non-profit corporation (the "Association") and LB Eagle Investments, LP, a Texas limited partnership ("Declarant") on this the 30<sup>th</sup> day of April, 2013.

RECITALS

A. WHEREAS, MEC Shores, LP, a Texas limited partnership ("Former Declarant"), entered into that certain Declaration of Covenants, Conditions and Restrictions for Laguna Bay, dated February 2, 2007 and recorded as Instrument Number D209059320 in the Real Property Records of Tarrant County, Texas (the "Declaration"); and

B. WHEREAS, Former Declarant was removed and replaced through foreclosure by Emerald Mortgage Partners, LLC, a Texas limited liability company ("Emerald"); and

C. WHEREAS, Emerald subsequently assigned all of its right, title and interest as declarant under the Declaration to Declarant; and

D. WHEREAS, Declarant is the sole member of the Association and also owns all Lots (as defined in the Declaration); and

E. WHEREAS, Articles 14 and 16 of the Declaration authorize amending the Declaration upon the written consent of the Declarant in certain instances, the board of directors of the Association ("Board") in certain instances and the owners of a majority of the Lots in certain instances; and

F. WHEREAS, the Declarant, the Board and Declarant as the owner of all Lots hereby agree to amend the Declaration as set forth herein.

AMENDMENTS

In accordance with the terms and conditions of the Declaration, the Declaration (Rules and Regulations) is hereby amended as follows:

1. Section 16.2.1 of the Declaration is hereby amended to replace the words "two (2) years from date this Declaration is recorded" with the words "eight (8) years from the date this Declaration is recorded".

2. Section 16.2.2 of the Declaration is hereby amended to replace the words "four (4) year period" in the first sentence thereof with the words "eight (8) year period".
3. Sections 2.5 and 2.9 of Exhibit B to the Declaration are hereby deleted in their entirety.
4. The second sentence of Section 2.10(e) of Exhibit B to the Declaration is hereby deleted in its entirety.
5. Section 2.15(b) of Exhibit B to the Declaration is hereby amended and restated in its entirety as follows:

(b) Any proposed dock or similar structure (if approved as set forth herein) extending from the Owner's rear Lot line into the Canal shall be located as represented on the Plat and shall in no event extend more than 53 feet from the Owner's rear Lot line out into the Canal unless otherwise approved by the Architectural Control Committee and the TRWD. All docks for Lots 2-15 and Lots 27-42 must be constructed for watercraft to enter the side of the dock only.

6. Section 3.8 of Exhibit B to the Declaration is hereby amended and restated in its entirety as follows:

3.8 Animal Structures. No structure for the care, housing or confinement of any animal shall be visible from the Street, Canal or any other Lot within the Addition without the prior approval of the Architectural Control Committee.

7. Section 5.9(p) of Exhibit B to the Declaration is hereby amended and restated in its entirety as follows:

p. Operation of motor vehicles on sidewalks.

8. The word "night" in the second sentence of Section 7.7 of Exhibit B to the Declaration is hereby deleted and replaced with the word "right".

9. Section 8.1 of Exhibit B to the Declaration is hereby amended and restated in its entirety as follows:

8.1 Building Materials. The total exterior wall area (as that term is below defined) of the single family residential dwelling and other permanent structure placed on any Lot in the Addition after the appropriate written approval for those improvements has been properly obtained by the Owner of such Lot shall be constructed of at least 80% brick, stone, stucco or other masonry material approved by the Architectural Reviewer. The remaining area may consist of cementuous siding such as "Hardy Board". The term "total exterior wall area" as it is used in this Section 8.1, means and includes both first and second story exterior walls, and shall exclude only the

surface area of such exterior walls that is comprised of windows, doors and gables. It is the net exterior wall area that the 80% requirement above applies to.

10. Section 8.2 of Exhibit B to the Declaration is hereby amended and restated in its entirety as follows:

**8.2 Minimum Floor Area.** The minimum floor area of the one single family residential dwelling to be constructed on a given Lot in the Addition shall be equal to the total air-conditioned interior living area of the one single family residential dwelling constructed on a given Lot, as measured to the outside of exterior walls, but which area is exclusive of open porches, garages, patios and any detached accessory buildings on that Lot, and as so calculated, shall not be less than 3,000 square feet in the case of Lots 2 and 43-50 and not less than 2,250 square feet in the case of all remaining Lots, including Lot 1 and Lots 3 through 42.

30<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Amendment on this day of April, 2013.

**DECLARANT:**

**LB EAGLE INVESTMENTS, LP**  
a Texas limited partnership

By: LB Eagle GP, LLC  
a Texas limited liability company  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSOCIATION:**

**LAGUNA BAY PROPERTY OWNER'S  
ASSOCIATION, INC.**  
a Texas non-profit corporation

By: \_\_\_\_\_

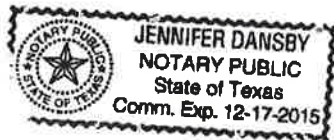
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

Before me, the undersigned Notary Public personally appeared Scott Brann,  
Manager of LB Eagle GP, LLC, a Texas limited liability company, general partner of LB Eagle  
Investments, LP, a Texas limited partnership, on behalf of the foregoing entities.

Given under my hand and seal of office, this 7 day of <sup>May</sup>~~April~~, 2013.

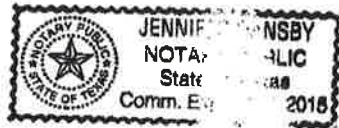


Jennifer Dansby  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

Before me, the undersigned Notary Public personally appeared Don Manning,  
President of Laguna Bay Property Owner's Association, Inc., a Texas non-profit corporation, on  
behalf of said non-profit corporation.

Given under my hand and seal of office, this 7 day of <sup>May</sup>~~April~~, 2013.



Jennifer Dansby  
Notary Public, State of Texas

After Recording Please Return To:  
Ryan W. Crandall  
Basinger, Leggett, Clemons, Bowling, Shore & Crouch, PLLC  
5700 Granite Parkway, Suite 950  
Plano, Texas 75024

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BASINGER LEGGETT CLEMONS BOWLING SHORE & CROUCH PL  
RYAN W CRANDALL  
5700 GRANITE PARKWAY STE 950  
PLANO, TX 75024

Submitter: BASINGER LEGGETT  
CLEMONS BOWLING SHORE &  
CROUCH PL

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

Filed For Registration: 5/10/2013 2:36 PM

Instrument #: D213119330

OPR

5

PGS

\$28.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D213119330

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.