

**NOTICE OF E.B.P.O.A. EMERALD BAY PROPERTY OWNER'S ASSOCIATION INC  
ADOPTION OF AMENDMENTS TO RESTRICTIVE COVENANTS REGARDING LEASING,  
FENCING, AND PROPERTY USE**

COUNTY OF POLK                   §  
   §  
STATE OF TEXAS                   §

TAKE NOTICE that on October 1, 2022 pursuant to the procedure in Restrictive Covenants, a vote of the majority of members of the E.B.P.O.A. Emerald Bay Property Owner's Association, Inc. adopted the following amendment to its Restrictive Covenants. The existing Restrictive Covenants are filed in the Real Property Records of Polk County by File Clerk's number 8012 at Page No. 2014-1966-589.

The Amendments are as follows:

Article B is amended to add an additional SECTION as follows:

**SECTION 18E: Authorized Leases**

(e) Authorized Leases: Leasing of residences, which strictly comply with the following terms and conditions, are authorized without further action by the Owner or the Board of Directors:

(1) Term: The lease shall provide for a minimum initial term of at least one hundred eighty (180) days. The residence may not be subleased and the lease may not be assigned during the initial one hundred eighty (180) day term.

(2) Termination: In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous term would have expired without prior approval of the Board of Directors. The Board of Directors may grant approval for such new lease if it determines that the Owner acted in good faith with no intent to circumvent the requirements of this section and could not have reasonably anticipated the early termination of the previous lease at the time the previous lease was signed.

(3) Notice to Association: The Owner shall provide the Board of Directors with renter contact information (names, email, phone number) and duration of lease prior to the renters occupying the leased residence.

(4) Leases Prohibited: Leasing of residences other than in strict compliance with Section 18 (a - e) hereof, including short-term or vacation rentals, is prohibited.

(5) Enforcement: Owners found to be leasing residences in violation of this Section e(1-4) are subject to enforcement actions by the Board of Directors including without limitation

property liens and fines up to the value of any lease found to be in violation. The Board is entitled to recover court costs and attorney's fees for any enforcement action.

Article B is amended to add an additional SECTION as follows:

**SECTION 22B: Building Plans Approval Required.**

(B) No wall, fence, planter, or hedge shall be erected or constructed on lots that do not meet the following conditions:

No wall, fence planter, or hedge shall be erected or constructed between the front property line and a point 8 feet in the front of the dwelling, or associated garage or shed and within accordance with the front set back line restrictions. No wall, fence, planter, or hedge will be erected or constructed on any corner lot between the side property line and the side set back line adjacent to the street. Walls, fences, plants, or hedges may be erected, but may not extend more than 8 feet from a dwelling or associated garage or shed. Decorative fences along the front easement are permitted with approval of the Board. Fences for child and pet containment and safety are permitted, but cannot extend more than 8 feet from the associated dwelling, garage, or shed and must be approved by the Board of Directors. The owners of block 1, lots 1, 2, and 21, and the owners of block 2, lots 1 through 20 (all bordering property outside Emerald Bay) may erect a wooden privacy fence of not more than 8 feet, along the property line bordering the property outside Emerald Bay. All swimming pools must be fenced in accordance with state and county laws, but cannot be located closer than 150 feet to the lake.

Article B is amended to add an additional SECTION as follows:

**SECTION 22C: Uses of Lots by Property Owners**

(C) Authorized use: All lots shall be confined to residential use only with a single family residence and garage being allowed to be built on each lot.

- (1) Unauthorized use: No lot in the subdivision shall be used for the following purposes:
- a) As a place of business, commerce, or corporate activities.
  - b) As a means of ingress/egress to a piece of property outside of the subdivision by a property owner of the Association or an outside party.
  - c) As a place for a stand-alone garage without an adjacent home on the same lot. This restriction will become effective on October 1, 2022. All lots with stand-alone garages on them prior to October 1, 2022 are not affected by this restriction. This provision nullifies Section 31b allowing for stand-alone garages to be built.

(2) Enforcement: Owners found to be leasing residences in violation of this Section 22C(1a-c) are subject to enforcement actions by the Board of Directors including without limitation property liens and fines up to the value of any usage found to be in violation. The Board is entitled to recover court costs and attorney's fees for any enforcement action.

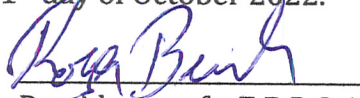
Article B is amended to add an additional SECTION as follows:

SECTION 33i: Security Fencing

(i) Security Fencing: All lots shall be allowed to have security fencing on them provided that the materials used for fencing are wrought iron or of similar bar type material, excluding chain link and wood fencing, with width of the bars to be set at 4 inches apart to prevent blocking the view of the lake and surrounding scenery in the subdivision. The fencing cannot exceed four (4) feet in height. All materials for fencing to be placed on lots in the subdivision shall be approved by the Architectural Control Committee prior to any placement of fencing.


(1) Enforcement: Owners found to be installing fencing in violation approval of the ACC and Section (33i(1)) are subject to enforcement actions by the Board of Directors including without limitation property liens and fines up to the value of any fencing found to be in violation. The Board is entitled to recover court costs and attorney's fees for any enforcement action.

SIGNED this 1<sup>st</sup> day of October 2022.

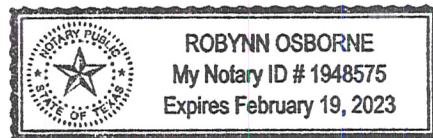


President of E.B.P.O.A. Emerald Bay Property Owners Association, Inc.

THIS INSTRUMENT was acknowledged before me, the undersigned notary, by Roger Birch of E.B.P.O.A. Emerald Bay Property Owner's Association, Inc., who is known to me on this 1<sup>st</sup> day of October 2022.

  
Notary Public, State of Texas

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AFTER RECORDING, PLEASE RETURN TO:

**Kerry C. Hagan for transmission to:**

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