

**SUPPLEMENTAL DECLARATION
FOR
HARBOR LAKES – SECTION 7**

THIS SECTION 7 DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION (the "Section 7 Declaration of Annexation") is made on the date hereinafter set forth by Harbor Lakes Development Corporation, a Texas corporation, hereinafter referred to as the "Declarant" and the Current Owners (as hereinafter defined) along with the joinder of Harbor Lakes Homeowners Association, Inc. (the "Master Association").

WITNESS ETH

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Harbor Lakes (the "Original Declaration"), dated effective as of the 27th day of December, 2000, applicable to certain Real property (the "Original Property"), which Original Declaration was recorded on December 28, 2000 in Volume 1726, Page 0001 of the Real Property Records of Hood County, Texas;

WHEREAS, Declarant, with the joinder of T.D. Murphy Construction Company, Inc. and Homes By Dunn, Inc., as Current Owners, amended the Original Declaration pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Harbor Lakes (with Joinder of Current Owners) dated as of June 15, 2001, recorded in Volume 1755, Page 0738 of the Real Property Records of Hood County, Texas (the "Amended Declaration"). The Original Declaration, as amended and supplemented by the Amended Declaration and subsequent supplemental declarations of annexation are hereinafter referred to collectively as the "Declaration");

WHEREAS, Forestar (USA) Real Estate Group Inc., a Delaware Corporation and Harbor Lakes Development, LLC, executed an assignment of declarant's rights under declaration of covenants, conditions and restrictions for Harbor Lakes and assumption of declarant's obligations and duties on April 2, 2015.

WHEREAS, Article IX, Section 1 of the Declaration permits the addition of additional property to the scheme thereof by the filing of record by a Declaration of Annexation in the Real Property Records of Hood County, Texas; and

WHEREAS, the Declarant desires to add the additional Lots more particularly described in "EXHIBIT "A" attached hereto and fully incorporated herein by reference for all purposes the "Section 7 Additional Lots", to the scheme of the Declaration and to provide that all of the applicable terms, provisions, requirements and obligations of the Declaration now apply to the Additional Lots, except as modified herein.

NOW, THEREFORE, the Declarant hereby declares as follows:

Section 1. The Section 7 Additional Lots described in SECTION 7 EXHIBIT A, attached hereto and fully incorporated herein by reference for all purposes are and shall be subject to the scheme of the Declaration, and are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration (the Declaration being incorporated herein by reference for all purposes as modified herein).

Section 2. Except as otherwise provided herein, all Section 7 Additional Lots shall be subject to the scheme of the Declaration and shall constitute "Affected Lots" for all purposes, and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration (the Declaration being incorporated herein by reference for all purposes as modified herein).

Section 3. Section 20 of Article VIII of the Declaration is not be applicable to Section 7 Additional Lots and, in lieu thereof, the following Section 20(c) of Article VIII shall be substituted:

“(c) The minimum dwelling units area for dwelling units located on any portion of a Lots located in Section 7 of Harbor Lakes shall be 2,500 square feet for golf course lots and 2,200 for all other lots.

Section 4. Section 7. Approval of Builder. Harbor Lakes Development retains the sole right to approve or disapprove any builders.

Section 5. New Home Approval. The Limited Committee of the Harbor Lakes Development will have sole approval of all initial home construction.

Section 6. Builder Responsibility. Each house under construction will be required to have a portable toilet. Trash containers are required and jobsites will be kept clean at all times.

Section 7. Maintenance of Retaining Wall. Lots with retaining walls in Section 7 of Harbor Lakes (the "Section 7 Retaining Wall Lots") shall have the duty and obligation to maintain the retaining wall located at the rear of each such Affected Lot in good repair at all times at its sole cost and expense and the Association shall have the right to assess the Section 7 Retaining Wall Lots, if a Section 7 Owner of a Section 7 Retaining Wall Lot fails to maintain such retaining wall. The obligation to maintain the retaining wall extends to any portion of the retaining wall that is located within a Section 7 Retaining Wall Lot and that portion of the retaining wall that is not located on a Section 7 Retaining Wall Lot, but is included in the area immediately to the rear of such Section 7 Retaining Wall Lot that has a boundary which is the rear boundary of such Section 7 Retaining Wall Lot on one side, the retaining wall (inclusive of the retaining wall) opposite the rear boundary line as the second *side* and the two remaining side boundary lines being the side boundary lines of such Section 7 Retaining Wall Lot extended to the retaining wall. Each Section 7 Lot Owner of a Section 7 Retaining Wall Lot shall have an easement within such area behind his or her respective rear boundary line of his or her Section 7 Retaining Wall Lot for the purpose of maintaining the retaining wall within such area. If a Section 7 Lot Owner fails to maintain the

retaining wall in good repair, each such Section 7 Lot Owner agrees that the Association shall have a right to maintain the retaining wall and shall have an easement over, across and on such Section 7 Retaining Wall Lot of such Section 7 Lot Owner to repair and maintain the retaining wall. Furthermore, the Association shall have the right to assess any Section 7 Retain Wall Lot Owner for any and all amounts incurred by the Association in maintaining the portion of the retaining wall that such Section 7 Lot Owner is required to maintain and such assessment will constitute a lien upon such Section 7 Retaining Wall Lot and the Association will have all the enforcement rights set forth in the Declaration with respect to such lien.

Section 8. Mailboxes. Mailboxes in Section 10 will follow the mailbox guidelines for Harbor Lakes Homeowners Association.

Section 9. Chimneys. All chimneys will be finished either brick or stone to match the home.

Section 10. Roofs. The entire roof of each Home shall have a pitch of at least eight (8") of rise to every twelve (12") of run, unless otherwise approved by Declarant. All roofing shall be, at a minimum, 30 year shingle.

Section 11. Rental of Home. No home may be rented until occupied by the owner for a period of not less than 12 months unless approved in writing by the board.

Section 12. Harbor Lakes Homeowners Association prohibits construction by the same builder of any two homes with the same elevation from the street unless such homes are separated by three or more lots.

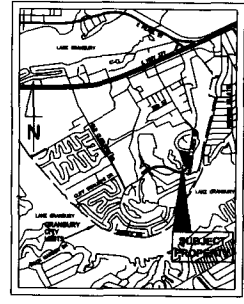
Section 13. The Declarant will transfer all warranties, bonds, agreements, etc. to the Harbor Lakes Homeowners Association, Inc. upon completion of the phase. A minimum one year warranty will be available on all fences, gates, or other maintenance items.

Section 14. Ratification. The Declaration, except as expressly modified herein, remains in full force and effect and is hereby ratified and confirmed.

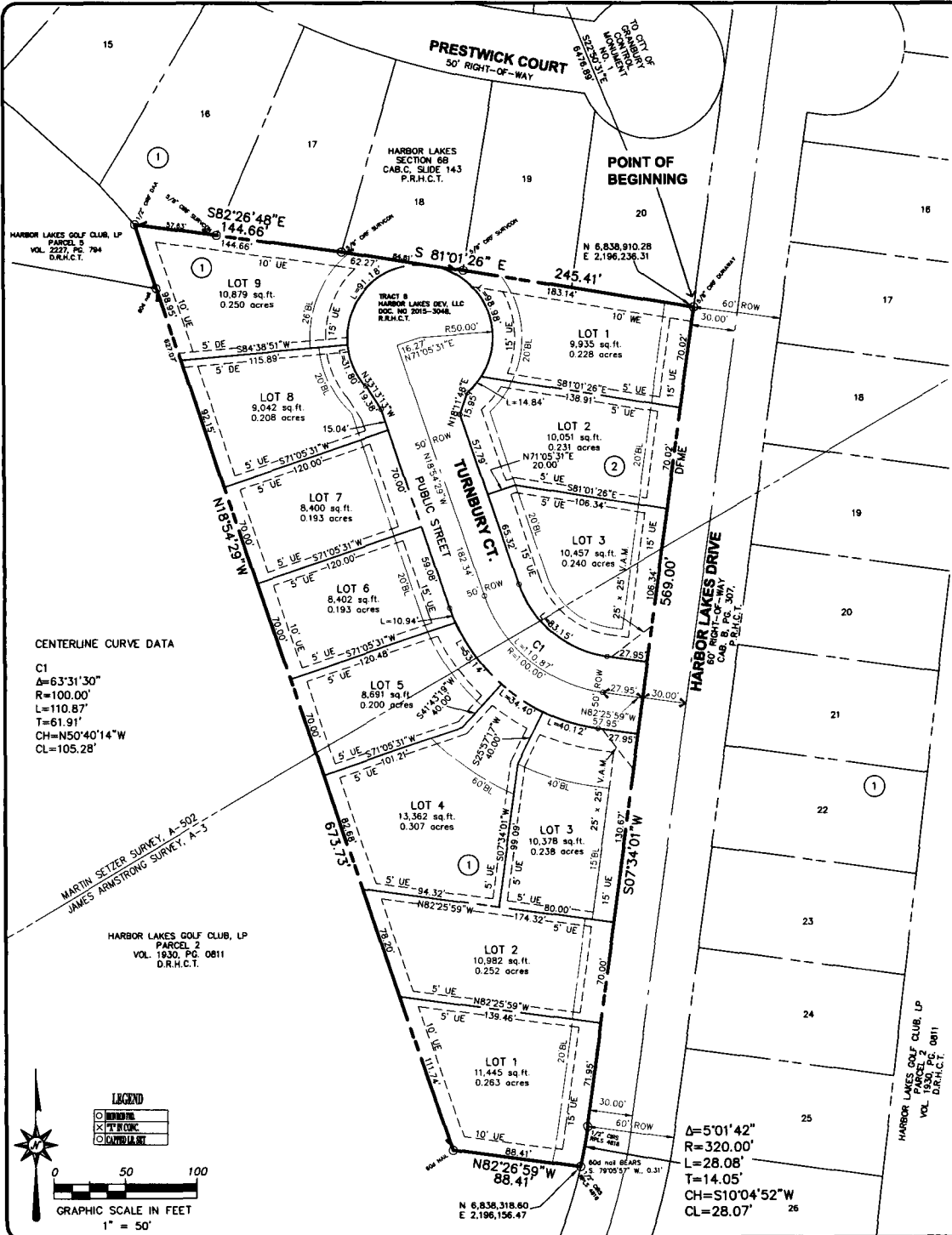
EXECUTED as of the 17th day of August, 2017 but effective on the day and year first above written.

HARBOR LAKES DEVELOPMENT, LLC,
A Texas corporation

By: Mike Brown
Name: Mike Brown
Title: President



LOCATION MAP
NOT TO SCALE



CENTERLINE CURVE DATA

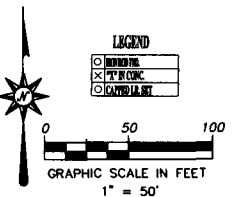
C1
A=63°31'30"
R=100.00'
L=110.87'
T=61.91'
CH=N50°40'14"W
CL=105.28'

MARTIN SETZER SURVEY, A-502
JAMES ARMSTRONG SURVEY, A-3

HARBOR LAKES GOLF CLUB, LP
PARCEL 2
VOL. 1930, PG. 0811
D.R.H.C.T.

HARBOR LAKES GOLF CLUB, LP
PARCEL 5
VOL. 1830 PG. 0811
D.R.H.C.T.

A=5°01'42"
R=320.00'
L=28.08'
T=14.05'
CH=S10°04'52"W
CL=28.07'



FINAL PLAT
LOTS 1-9, BLOCK 1 & LOTS 1-3, BLOCK 2
HARBOR LAKES
SECTION 7

BEING 3.383 ACRES OF LAND IN THE
MARTIN SETZER SURVEY, ABSTRACT NUMBER 502 AND THE
JAMES ARMSTRONG SURVEY, ABSTRACT NUMBER 3
CITY OF GRANBURY, HOOD COUNTY, TEXAS

DEVELOPER/APPLICANT:
HARBOR LAKES DEVELOPMENT, LP
P.O. BOX 939
BURLESON, TX. 76097
(817) 426-3113
CONTACT: PETER THOMAS

WHITFIELD HALL SURVEYORS
3558 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 580-2918
Texas Licensed Surveying Firm 10138500