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SECTION 6B DECLARATION OF ANNEXATION VOL. PG.
AND
SUPPLEMENTAL DECLARATION
(HARBOR LAKES - SECTION 6B)
- 36 Lots -

THIS SECTION 6B DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION (the "Section 6B Supplemental Declaration") is made effective as of the 1st day of January, 2007 by FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, formerly known as Lumbermen's Investment Corporation, by change of name only (hereinafter referred to as the "Declarant").

WITNESSETH:

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") described in Exhibit "A" attached thereto, 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, Declarant has the absolute and unrestricted right to add additional property to the scheme of the Declaration.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. Section 6B Additional Property. The lots and other real property described in SECTION 6B - EXHIBIT "A", attached hereto and fully incorporated herein by references for all purposes ("the Section 6B Property") are and shall be subject to the scheme of the Declaration, and the Section 6B Lots and other real property described therein 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).

2. Subjecting Residential Lots to Declaration. All residential lots hereinafter described on any and all subsequent final plats covering a portion or all of the Section 6B Property now or hereinafter approved and filed of record shall be subject to the scheme of the Declaration and shall constitute

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"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.

3. Additional Definitions. The following definitions are added to Article I of the Declaration.

Section 20. "Section 6B Private Easement Area" shall mean the portion of the streets, curbs, if any, and drainage system under the streets within Section 6B of Harbor Lakes commonly referred to as Prestwick Drive and Troon Court which are not located on any Section 6B Lots."

"Section 21. "Section 6B Lots" shall mean all of the Affected Lots located within Section 6B of Harbor Lakes.

Section 22. "Section 6B Lot Owners" shall mean each and all of the Owners of Lots in Section 6B of Harbor Lakes.

4. Access to Section 6B. Access to and from Section 6B of Harbor Lakes will be through secured controlled gates located at Harbor Lakes Drive and Prestwick Drive (the "Prestwick Gate"), which will be access controlled by gate controller card readers. Section 6B Owners will be initially issued one gate controller card; all additional gate controller cards (including replacements) will be issued at the Association's actual cost plus \$25.00 per card which gate controller card will control the Prestwick Gate. The Association through the Board of Directors will have the right to promulgate such rules and regulations regarding the maximum number of cards to be issued per Section 6B Owner. No one other than the Section 6B Owner (and/or such Section 6B Owner's tenant(s)) and Section 6B Owner's (and such Section 6B Owner's tenant's) immediate family may use the gate controller card. In addition to the Prestwick Gate emergency fire, police and ambulance services will have access to one or more Emergency Access Gates (herein so called).

5. Section 6B Private Easement Area and Easement Rights. The Section 6B Lot Owners and/or such Section 6B Owner's tenant(s) and their guests and invitees shall have a right and easement in, to, over and across the Section 6B Private Easement Area to the Section 6B Lot Owners' (and/or their tenants') Section 6B Lots and a right and easement of ingress and egress to and from each of their respective Section 6B Lots to dedicated roads ("Harbor Lakes Drive") and such easements shall be appurtenant to and shall pass with title to every Section 6B Lot. The right of ingress and egress between the Prestwick Gate and Section 6B Lot Owners' (and/or their tenants') Section 6B Lot across and over the Prestwick Drive and Troon Court shall be appurtenant to and shall pass with title to every Section 6B Lot; provided, however, the Association through the Board of Directors may promulgate rules and regulations regarding the use of the Section 6B Private Easement Areas by the Section 6B Lot Owners, including, but not limited to, restricting parking on Prestwick Drive and Troon Court to specific hours during the day and night.

6. (a) Section 6B Private Road Maintenance Assessment. Subject to the terms of this Article, each Section 6B Lot is hereby subject to an initial annual road maintenance assessment for the Section 6B Private Easement Area (the "Section 6B Private Road Maintenance Assessment") of \$140.00 per

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annum commencing in year 2007; provided however, that the annual ^{MD} Section 6B Private Road Maintenance Assessment may not be increased by the Board of Directors of the Association each year by more than twenty percent (20%) above the Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount (as hereinafter defined) for the prior year without the necessity of a vote of Section 6B Owners in accordance with the By-Laws of the Association. The term "Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount" shall mean the maximum accumulated amount the Board of Directors could have assessed and charged Section 6B Lots and the Section 6B Owners as a Section 6B Private Road Maintenance Assessment in any given year regardless of whether or not the Board of Directors in fact assessed such amount against the Section 6B Lots. The Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount shall increase automatically by twenty percent (20%) over the prior year's Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount and shall continue to accumulate each year without any action of the Board of Directors. For example, the Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount for the year 2007 shall be \$140.00; the Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount for the year 2008 would be \$168.00, and the Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount for the year 2009 would be \$201.60. The Association shall create a fund to be designated and known as the "Section 6B Private Road Maintenance Assessment Fund". The annual Section 6B Private Road Maintenance Assessment will be paid by the Section 6B Owner of each Section 6B Lot (except as set forth below), commencing as to a Section 6B Lot on the earlier to occur of (i) one hundred eighty (180) days after the conveyance of such Section 6B Lot to a Class A member by Declarant or by another Class B member; (ii) completion of a Unit on such Section 6B Lot owned by a Class A member; or (iii) issuance of a certificate of occupancy for the Unit; however, no Section 6B Lot owned by Declarant or Declarant's successor-in-interest (regardless of whether Declarant or Declarant's successors-in-interest is a Class A member or a Class B member) shall be subjected to any assessments unless and until the earlier of a Unit is completed on a Section 6B Lot owned by Declarant or Declarant's successor-in-interest or a certificate of occupancy is issued by the appropriate governmental authority on a Section 6B Lot owned by Declarant or Declarant's successor-in-interest. Any increase in the rate at which each Section 6B Lot subject to the Section 6B Private Road Maintenance Assessment will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association. The Section 6B Private Road Maintenance Assessment may be adjusted up to the applicable Cumulative Maximum Annual Section 6B Private Road Maintenance Assessment Amount from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Board of Directors, require with respect to maintenance of the Section 6B Private Easement Area, the Prestwick Gate, all emergency gate controllers for Emergency Access Gates required by applicable governmental authorities and for no other purpose. Except as set forth above with respect to a Section 6B Lot owned by Declarant or Declarant's successor-in-interest (regardless of class of membership), the assessment for each Section 6B Lot shall be uniform. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) Purpose of Section 6B Private Road Maintenance Assessment Fund. The Association shall establish a Section 6B Private Road Maintenance Assessment Fund composed of the Section 6B

Owners' annual Section 6B Private Road Maintenance Assessments and shall use the proceeds of such fund for recurring and non-recurring maintenance charges related to the Section 6B streets, drainage, security gates and gate controllers, including capital improvements to such Section 6B Private Easement Areas, including the Prestwick Gate and Emergency Access Gate(s). Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: street and pothole repairs and maintenance, street paving, drainage, removing, improving and replacing streets, fences and gates and gate controller and the repair, maintenance and replacement thereof. It is understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes maintenance, repair, replacement and improvements of the Section 6B Private Easement Area, including, but not limited to the Prestwick Gate and the Emergency Access Gate(s) and gate controllers shall be final and conclusive so long as such judgment is exercised in good faith. Unused funds in the Section 6B Private Road Maintenance Assessment Fund at the end of each year shall be transferred to a Special Section 6B Private Road Assessment Fund (defined below) and shall be maintained as a reserve fund for the periodic maintenance, repair, replacement and improvement of such Section 6B Private Easement Area, in subsequent years as provided below. The fund will be established and maintained out of regular annual Section 6B Private Road Maintenance Assessments and will be referred to as the Special Section 6B Private Road Assessment Fund.

7. Special Section 6B Private Road Assessment Fund for Working Capital, Nonrecurring Maintenance and Capital Improvements. In addition to the annual Section 6B Private Road Maintenance Assessment authorized above, the Association shall, by a vote of two-thirds (2/3) of the Section 6B Lot Owners and Class B Member of the Association, in the aggregate, who are voting in person or by proxy at a meeting called for this purpose, levy Special Section 6B Private Road Assessments (herein so called) against the Section 6B Lots in any assessment year, a Special Section 6B Private Road Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any area within the Section 6B Private Easement Area, including curbs, streets and drainage related thereto and gate repair and/or replacement may be assessed. Notwithstanding the foregoing sentence, the Association through the Board of Directors shall assess the Section 6B Lots and Section 6B Owners a Special Section 6B Private Road Assessment if the Section 6B Lot Owners do not agree by two-thirds (2/3rds) vote of the Section 6B Lot Owners and the Class B Member(s) to a Special Section 6B Private Road Assessment, if applicable governmental rules and regulations require the Association to repair or replace all or any portion of the Section 6 Private Easement Area. The Association shall establish a Special Section 6B Private Road Assessment Fund (herein so called) for the Special Section 6B Private Road Assessment and shall not commingle the proceeds of such Special Section 6B Private Road Assessment Fund with the Section 6B Private Road Maintenance Assessment Fund or any other assessment fund permitted in this Declaration, except that excess amount at year end from the annual Section 6B Private Road Maintenance Fund will be transferred to the Special Section 6B Private Road Assessment Fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question and shall be the obligation of the Section 6B Lot Owners and their Section 6B Lots only.

8. Minimum Dwelling Size Requirements for Section 6B Lots. Notwithstanding anything in Section 20(c) of Article VIII of the Declaration to the contrary, each residence within Section 6B of

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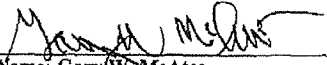
Harbor Lakes shall have a minimum of 2,000 square feet of air-conditioned living area, ^{pg}excluding the garage.

9. Maintenance of Retaining Wall. Lots 12, 13, 14 and 15 of Block 7 of Section 6B of Harbor Lakes (the "Section 6B 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 6B Retaining Wall Lots, if a Section 6B Owner of a Section 6B 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 6B Retaining Wall Lot and that portion of the retaining wall that is not located on a Section 6B Retaining Wall Lot, but is included in the area immediately to the rear of such Section 6B Retaining Wall Lot that has a boundary which is the rear boundary of such Section 6B 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 6B Retaining Wall Lot extended to the retaining wall. Each Section 6B Lot Owner of a Section 6B Retaining Wall Lot shall have an easement within such area behind his or her respective rear boundary line of his or her Section 6B Retaining Wall Lot for the purpose of maintaining the retaining wall within such area. If a Section 6B Lot Owner fails to maintain the retaining wall in good repair, each such Section 6B 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 6B Retaining Wall Lot of such Section 6B Lot Owner to repair and maintain the retaining wall. Furthermore, the Association shall have the right to assess any Section 6B Retain Wall Lot Owner for any and all amounts incurred by the Association in maintaining the portion of the retaining wall that such Section 6B Lot Owner is required to maintain and such assessment will constitute a lien upon such Section 6B Retaining Wall Lot and the Association will have all the enforcement rights set forth in the Declaration with respect to such lien.

10. 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 May, 2007, but effective on the day and year first above written.

FORESTAR (USA) REAL ESTATE GROUP INC.,
formerly known as Lumbermen's Investment Corporation,
by change of name only, a Delaware corporation

By: 
Name: Gary W. McAtee
Title: Vice President

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THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Gary W. McAtee, Vice President of FORESTAR (USA) REAL ESTATE GROUP INC. formerly known as Lumbermen's Investment Corporation, by change of name only, a Delaware 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 as a duly authorized officer of such corporation, and as the act and deed of such corporation and limited partnership, for the purposes and consideration therein expressed, and in the respective capacities therein stated.

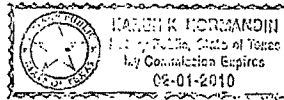
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of May, 2007.

Karen K. Normandin
Notary Public, State of Texas

My Commission Expires:

2/1/10

(Typed/Printed Name of Notary)



AFTER RECORDING RETURN TO:

Ms. Barbara Losey
Forestar Real Estate Group Inc.
14755 Preston Road
Suite 710
Dallas, TX 75254

EXHIBIT "A"

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STATE OF TEXAS

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COUNTY OF HOOD

WHEREAS FORESTAR (USA) REAL ESTATE GROUP, INC. IS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:

BEING A 12.1973 ACRE TRACT OF LAND SITUATED IN THE MARTIN SETZER SURVEY, ABSTRACT NO. 502, CITY OF GRANBURY, HOOD COUNTY, TEXAS AND BEING ALL HARBOR LAKES 6B AS RECORDED IN CABINET C, PAGE 85 AND AMENDED IN CABINET C, PAGE 119, PLAT RECORDS, HOOD COUNTY, TEXAS AND ALL THAT CERTAIN TRACT OF LAND AS DESCRIBED BY DEED TO FORESTAR (USA) REAL ESTATE GROUP, INC. BY INSTRUMENT RECORDED IN VOLUME 2301, PAGE 586, DEED RECORDS, HOOD COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND AT THE MOST NORTHEASTERLY CORNER OF LOT 1, BLOCK 1 OF SAID HARBOR LAKES 6B, AND BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HARBOR LAKES BOULEVARD, A 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN MAP RECORDED IN CABINET B, SLIDE 307, SAID PLAT RECORDS AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE OF HARBOR LAKES BOULEVARD THE FOLLOWING TWO (2) COURSES:

- 1) SOUTHEASTERLY 88.75 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 15°53'24" AND WHOSE CENTER BEARS SOUTH 81°40'38" WEST TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
- 2) SOUTH 07°34'01" WEST, 941.09 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND FOR THE SOUTHEASTERLY CORNER OF LOT 20, BLOCK 1 SAID HARBOR LAKES 6B;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ALONG SAID HARBOR LAKES 6B THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 81°01'26" WEST, 245.41 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
- 2) NORTH 82°26'48" WEST, 144.66 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
- 3) NORTH 42°00'00" WEST, 36.62 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND FOR THE COMMON SOUTHERLY CORNER OF LOTS 15 AND 16, BLOCK 1 SAID HARBOR LAKES 6B AND BEING THE SOUTHEASTERLY CORNER OF THE AFORESAID TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP;

THENCE ALONG SAID FORESTAR (USA) TRACT THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 48°38'30" WEST, 102.38 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" SET;
- 2) NORTH 55°03'35" WEST, 51.24 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" SET;
- 3) NORTH 19°14'15" WEST, 80.52 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND FOR THE NORTHWESTERLY CORNER OF SAID FORESTAR TRACT ON SAID HARBOR LAKES 6B AND BEING THE WESTERLY COMMON CORNER OF LOTS 13 AND 14 OF SAID HARBOR LAKES 6B;

THENCE CONTINUING ALONG SAID HARBOR LAKES 6B THE FOLLOWING NINE (9) COURSES:

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- 1) NORTH 38°21'08" WEST, 87.67 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 2) NORTH 11°42'47" WEST, 150.33 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 3) NORTH 19°47'01" EAST, 143.10 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 4) NORTH 36°41'09" EAST, 225.99 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 5) NORTH 50°38'45" EAST, 83.43 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 6) NORTH 63°22'34" EAST, 83.62 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 7) NORTH 50°31'19" EAST, 82.62 FEET A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 8) NORTH 71°47'26" EAST, 235.07 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVCON INC" FOUND;
 - 9) NORTH 76°50'44" EAST, 151.58 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 12.1973 ACRES OF LAND.

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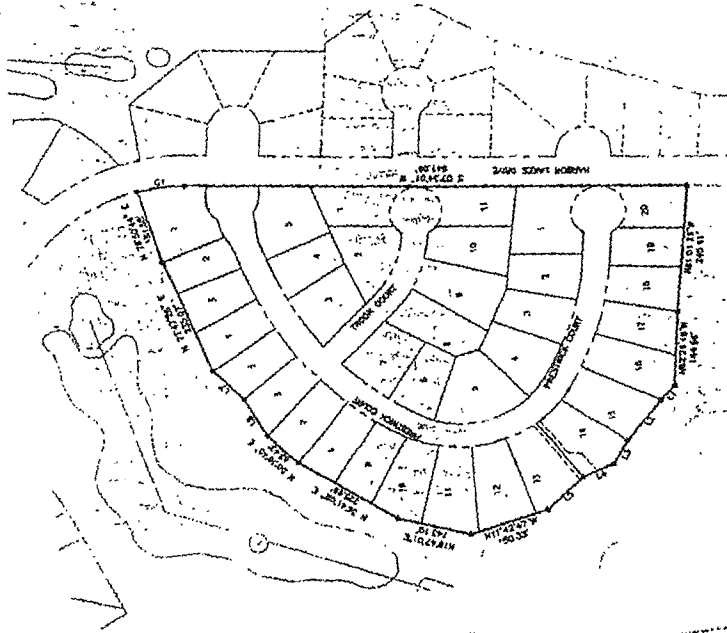
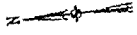


PROPERTY EXHIBIT OF
HARBOR LAKES
SECTION 58

PREPARED
MAY 15, 2007

FORSHAM QUARRY HOLDINGS, INC.
1300 14th Street, NW
Atlanta, GA 30309
404.525.1100

Surveyed by
T.C. Mc
and
M.S. Mc



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Any provision herein which restricts the grant, 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 HOOD
I hereby certify that this instrument was filed on the date and at the time stated herein by me, and was duly recorded in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown herein.



Sally Lillard
SALLY LILLARD, County Clerk
Hood County, Texas

FILED FOR RECORD
AT 10:04 A.M.
JUN 05 2007
Sally Lillard
County Clerk, Hood County, TX