

2021 AMENDED RESTRICTIONS AND RESERVATIONS FOR PUTNAM'S LANDING SUBDIVISION, POLK COUNTY, TEXAS

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF POLK

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WHEREAS, on September 14, 1970, Barney Wiggins executed certain Restrictions and Reservations upon PUTNAM'S LANDING SUBDIVISION, a subdivision of approximately 148.03 acres, more or less, situated in the Calvin Barco Survey, A-101, Polk County, Texas, and said Restrictions and Reservations were filed at Volume 248, Page 470, of the Deed Records of Polk County, Texas. The plat maps for Section 1 is filed at Volume 4, Page 7, Section 2 is filed at Volume 5, Page 14, and Section 3 is filed at Volume 7, Page 31, of the Plat Records of Polk County, Texas; and

WHEREAS, on or about October 27, 1977, Articles of Incorporation for Putnam's Landing Property Owners Association, Inc. (hereinafter called "Association") were filed with the Secretary of State of Texas; and

WHEREAS, on June 7, 1985, Wiggins Land Company of Texas, Inc., the successor in interest to Barney Wiggins, filed a Designation of Commercial Lots in Putnam's Landing Subdivision, filed at Volume 499, Page 279, stating that Lots Five (5) and Six (6), Section One (1) of Putnam's Landing Subdivision be designated as commercial lots instead of residential lots; and

WHEREAS, on September 2, 1988, Wiggins Land Company of Texas, Inc., filed a Modification of Restrictive Covenants, which included Putnam's Landing Subdivision, Sections 1, 2, and 3, and states:

- (1) ... and Paragraph 7 of the restrictive covenants for the Putnam's Landing Subdivision in Polk County, Texas, shall be subordinate and inferior to any mortgages or deeds of trust securing the payment of any promissory note or other indebtedness on any lot or lots in each of the subdivisions, regardless of the reason for the creation of such note, indebtedness and/or lien.

and

WHEREAS, on July 17, 2021, an election, conducted pursuant to Chapter 211 of the Texas Property Code was held, at which election the following procedure was adopted for amending the deed restrictions for Putnam's Landing:

- 1. The members of Putnam's Landing Property Owners Association, Inc. shall have the right at any time hereafter to amend the deed restrictions applicable to the **PUTNAM'S LANDING SUBDIVISION**, by a majority vote of the members of the Putnam's Landing Property Owners Association,

Inc. voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to the **PUTNAM'S LANDING SUBDIVISION**, by the members of the association at a special or annual meeting at which a quorum is had, with each member of the Putnam's Landing Property Owners Association, Inc. being entitled to such votes as allowed by the Bylaws of the Putnam's Landing Property Owners Association, Inc.; and

WHEREAS, a "Certificate of Chapter 211 Election Results for the Putnam's Landing Subdivision, Polk County, Texas, was filed on October 13, 2021, at Volume 2021-2368, Page 675, of the Official Public Records of Polk County, Texas.

NOW THEREFORE, pursuant to the Chapter 211 amendment procedure adopted by the property owners in Putnam's Landing Subdivision, as set forth above, the following Amended Restrictions and Reservations were adopted on April 10, 2021, by the members of Putnam's Landing Property Owners Association, Inc., by a majority vote of the members in Putnam's Landing Subdivision, voting in favor of these Amended Restrictions and Reservations for Putnam's Landing Subdivision, at a special or meeting at which a quorum is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned in Putnam's Landing Subdivision:

A. RESERVATIONS

1. Recorded Subdivision Map of the Property. The Plat dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and the Plat further establishes certain restrictions applicable to the Property including, without limitation, certain minimum setback lines. All dedications, restrictions, and reservations shown on the Plat or any replat of the Subdivision duly recorded shall be incorporated herein and made a part hereof as is fully set forth herein, and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by or on behalf of any Owner, conveying said Property or any part thereof whether specifically referred to therein or not.
2. Easements. All easement shown on the recorded Plat of the Subdivision or stated in said Plat (if any), are adopted as part of these restrictions: and in instances which surrounding terrain may necessitate location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair, and/or replacement purposes, without the Owner of the Lot concerned being entitled to any compensation or redress by reason of the fact that such maintenance, repair, and/or replacement has proceeded. There is also reserved and dedicated hereby for the use of any public or private utility company an unobstructed aerial easement five (5) feet wide from the utility easements as shown on the map or Plat of the Subdivision. Those areas between property lines and building lines (as referenced in Section 3.03 herein) may be used for utility easement areas. The easements reserved and dedicated under the terms and provision hereof shall be for the general benefit of the Subdivision as herein defined, and any other land in the vicinity thereof annexed into the Subdivision, entering into and upon said property for

the aforesaid purpose without the necessity of any further grant of such easement rights to such utility companies.

3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed to any of the Property by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits, or other service lines installed by any public or private utility company running through their Lots which are utilized for or service other Lots, but each Owner shall have access to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of their Lot.
4. Dedication. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

B. DEFINITIONS

1. Association. "Association" shall mean and refer to the PUTNAM'S LANDING PROPERTY OWNERS ASSOCIATION, Inc., a non-profit corporation organized under the laws of Texas, its successors and assigns.
2. Board of Directors. "Board of Directors" shall refer to the board of directors elected by the members of the Association.
3. Common Area. "Common Area" and/or "Common Facilities" shall mean all real property (including improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Members, and which is to be under the sole governing authority of the Association, regardless of whether such common area was previously designated as a Lot on any recorded plat or replat.
4. County Clerk. "County Clerk" shall man the County Clerk of Polk County, Texas.
5. Declarations and/or Restrictions. "Declarations" and/or "Restrictions" shall mean the declarations and restrictions filed of record with the County Clerk for the Subdivision, including but not limited to the Restrictions for Putnam's Landing Subdivision, filed at Volume 248, Page 470, Volume 686, Page 215, and Volume 763, Page 205, of the Official Public Records of Polk County, Texas, and these 2021 Amended Restrictions and Reservations.
6. Dedictory Instrument. "Dedictory Instrument" shall mean each instrument governing the establishment, maintenance, and operation of the PUTNAM'S LANDING PROPERTY OWNERS ASSOCIATION, Inc., and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of the property owners association, to properly adopted rules and regulations of the property

owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under "Declaration". Dedicatory Instrument further shall mean the Articles of Incorporation (now known as Certificate of Formation), Bylaws, and other rules, regulations and resolutions filed of record with the County Clerk.

7. Directors. "Directors" shall mean and refer to any duly elected or appointed member of the Board of Directors.
8. Lot. "Lot" shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk, excluding lots which may comprise Common Areas which are owned or may be owned by the Association.
9. Maintenance Charge. "Maintenance Charge" shall mean the periodic charge collected by the Association (also known as maintenance fee) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision.
10. Maintenance Fund. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
11. Member. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.
12. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
13. Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office, being the plat maps for PUTNAM'S LANDING SUBDIVISION, SECTIONS 1, 2, and 3, filed at Volume 4, Page 7, Volume 5, Page 14, and Volume 7, Page 31, Plat Records of Polk County, Texas.
14. Record Date. "Records Date" shall be the business date preceding the date on which notice of the meeting is mailed, the date that the notice of any annual or special meeting is mailed.
15. Regular Assessment. "Regular Assessment" and/or "Annual Charge" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions and include maintenance charges and maintenance fees.
16. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which a quorum is present and at which at least thirty (30) days notice

given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:

- (a) Defraying, in whole or in part, the cost, whether incurred before or after the capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;
 - (b) Maintenance and improvement of Common Areas owned by the Association; and/or
 - (c) Such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.
17. Subdivision. "Subdivision" shall mean the Putnam's Landing Subdivision, Polk County, Texas, as shown on the respective Plats on file with the County Clerk's office at Volume 4, Page 7, Volume 5, Page 14, and Volume 7, Page 31, Plat Records of Polk County, Texas, and any replat of all or a portion thereof.

C. RESTRICTIONS AND COVENANTS

1. Applicability. Each Contract, Deed, and/or Deed of Trust which may be hereinafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument. These restrictions, conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.
2. Single Family Residential Construction and Use.
 - (a) No building shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling used for residential purposes only, with private off-street parking facilities for not less than two (2) cars. Outbuildings to serve the residents may be erected.
 - (b) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels (as defined by Chapter 156 of the Texas Tax Code) and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 90 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions

and agrees to be bound by same and comply with all Deed Restrictions.

- (c) Lot owners that maintain rental property in the Subdivision shall be responsible for advising the renter(s) of the rules and regulations as set forth in the Deed Restrictions and the Bylaws of the Association. Violation of the rules and regulations shall be corrected by the Owner. In the event that the Owner fails to comply with his responsibility to do so, the Association Board of Directors is empowered to take any corrective action that it deems necessary to bring the Owner and/or renter into compliance of said rules and regulations. Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.
- (d) Notwithstanding any provision contained herein to the contrary, an Owner may use a portion of his residence as a personal office for a professional or occupation, provided:
- (1) The public is not invited, permitted, or allowed to enter the residence or any structure or improvement constructed on any Lot for the purpose of conducting business therein;
 - (2) There is no increase in traffic in the community affiliated in any respect with the personal office;
 - (3) There are no signs advertising such profession or occupation;
 - (4) There are no on-site employees;
 - (5) There shall be no illegal activities or conditions (noise, odors, appearances, etc.) arising as a result of the existence of the personal business;
 - (6) That the outward appearance of the residence not evidence in any manner the profession or occupation conducted within;
 - (7) That such use complies in all respects with the laws of the State of Texas, local ordinances, and the laws, rules and regulations on any regulatory body or governmental agency having authority and jurisdiction over such matters, and that such use conforms to all public policy considerations;
 - (8) There will be no overnight parking on roadways;
 - (9) There will be no new commercial property in the Putnam's Landing Subdivision. Existing business places as of the date of this instrument may remain as currently constituted, but Owners may not physically expand their business ventures either on the existing Lot or onto any other Lot in the Subdivision. No new businesses may be created as of the effective date of this instrument.
 - (10) Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore such as a chicken processing plant, or junkyard, etc. or any business that will devalue property in the vicinity thereof.

- (e) The term "single family residential purposes" shall also be defined as:
- (1) One (1) person; or
 - (2) Two (2) or more persons related by blood, marriage, or adoption, which may include parents, their children (including foster children and wards), their dependent siblings, their dependent parents, their dependent grandparents, and their domestic servants, or:
 - (3) No more than two (2) unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent siblings, their dependent parents, their dependent grandparents, and their domestic servants.

3. Architectural Control Committee.

- (a) There shall be established an Architectural Control Committee, (referenced at times as the "ACC"), composed of three (3) members appointed by the Board of Directors of the Association to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.
- (b) No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, a plan showing the proposed location of the structure and such other matters as such ACC may reasonably request) have been submitted to and approved in writing by the ACC in all respects, including, but not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within one (1) year of such approval, the approval shall be null and void unless an extension is granted in writing.
- (c) Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No residential structure may be occupied prior to connection to the public sewer and water systems.
- (d) No building exceeding two (2) stories in height, with a maximum height of thirty-five (35) feet from the floor to the roof peak, shall be erected or placed on any lot except as approved by the ACC.

- (e) Except as may be provided for in these Restrictions, and/or any waiver of approval by the ACC, the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivision.
4. Location of Improvements Upon the Lot. No buildings or other improvements (excepting perimeter fences and walls) shall be located on any Lot nearer to the front line or nearer to the street line than the minimum building setback shown on the Subdivision Plat or any replat; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet. The main residential structure shall be located not less than ten (10) feet from the rear property line. No residence or other structure (e.g., a detached garage, carport) shall be located nearer than five (5) feet to an interior lot line. For purposes of this covenant, eaves, steps, and open porches shall be considered as part of the residential structure. Perimeter fences or walls may be located to the property line of the Lot with the exception that any fence or wall approaching the intersection of streets shall not be constructed in such a way as to obstruct the view of approaching traffic.
5. Construction Requirements.
- (a) Minimum Square Footage Within Improvements. The living area of the main residential structure (exclusive of porches, garages, and servants' quarters) shall be not less than one thousand two hundred (1,200) square feet in the case of a new permanent structure. The minimum square footage requirements contained herein shall not apply to previous existing permanent residences located in the Subdivision, so long as such residences were not in violation of the restrictive covenants in effect at the time of enactment of these Restrictions.
- (b) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot without written permission by the Architectural Control Committee.
- (c) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee.
- (d) No tar type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used without written approval by the Architectural Control Committee.
- (e) The exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and under-skirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered without prior written consent of the Architectural Control Committee.

- (f) The ditches and culverts in front of each lot shall be kept open and must meet County requirements.
 - (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected and shall not be placed in the streets.
 - (h) Fences. Fences shall be permitted to extend to the side lots lines and back lot lines and to no less than fifteen (15) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. All fences that face a street must be of wood or steel construction or other approved fencing material. No barbwire fencing facing a street is allowed. Property owners cannot store items against fences.
6. Composite Building Site.
- (a) An owner of two (2) or more adjoining Lots, or portions thereof, may consolidate or re-divide such Lots or portions into one (1) or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the side setback lines shall be measured from the resulting outer-side property lines rather than from the individual Lot lines previously indicated on the Subdivision Plat. Any such resulting building site must have a frontage at the building setback lines of no less than the minimum frontage of the Lots on the same street.
7. Prohibition of Specific Activities. No activity, whether for profit or not, shall be performed on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. Activities expressly prohibited, without limitation, include the following:
- (a) Hunting.
 - (b) The use or discharge of firearms within the boundaries of Putnam's Landing Subdivision.
 - (c) Any other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, visual consideration, vibration, poison to humans or animals, pollution of ground, air, or senses, or which are hazardous by reason of possible fire, explosion, or other dangerous conditions.
8. Storage of Vehicles and/or Equipment. No motor vehicle or non-motorized vehicle, camper, boat or other marine craft, aircraft, or item of machinery or equipment may be parked or stored on any right-of-way or Common Area. No vehicle, boat trailer or other similar item may be parked in any manner which obstructs or blocks a public road or walk.

- (a) Existing lots must be rid of non-running vehicles, vehicles without current State registrations, unused appliances, scrap lumber, tires, and other trash. Vehicles that are being "restored" must be covered and removed from public view.
9. Nuisance. No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
10. Maintenance of Lots and Improvements.
- (a) The Owners of all Lots under their ownership, and occupants thereof, shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner and shall in no event use any Lot for storage of materials or equipment except that necessary for normal residential requirements, or incidental to the construction of improvements thereon as herein permitted. Refrigerators and other large appliances shall not be placed outdoors.
- (b) No Lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or bushes. Trash, garbage, solid waste, or other waste material shall be kept in clean, sanitary, and covered containers awaiting a regular scheduled collection and disposal.
- (c) No burning of household garbage is permitted at any time on any Lot. Burning of grass and tree clippings, paper, or other clean combustibles shall be done in accordance with the established ordinances of Polk County, and shall be restricted accordingly at such times as the County may deem hazardous.
- (d) Building materials used in the construction of improvements erected upon any Lot may be stored upon said Lot during the time of construction so long as the construction progresses in a timely fashion. Upon completion of the construction, said materials shall be removed from the Lot or shall be stored away from public view.
- (e) The exterior appearance of improvements on Lot (paint, woodwork, gutters, roofs, awning, etc.) shall be maintained in an attractive manner. No structure or appurtenances thereto shall be permitted to decay and fall into disrepair through negligence. Decks or other such additions to said improvements shall be constructed of appropriate materials so as to provide a neat, clean and attractive appearance.
- (f) All fences, walls, or other non-attached structures shall be maintained to avoid cracks, holes, and deterioration, beyond that of normal weathering.
- (g) All septic tanks and associated leach fields, and any other approved sanitary devices, shall be maintained so they remain functional and neat in appearance

as applicable. All such sanitary installations must be and remain in compliance with the regulations of the Trinity River Authority at all times.

- (h) Grass and weeds may not exceed twelve (12) inches in height. The Lot Owner is responsible for mowing easements, trees, vegetation that crosses over property lines, and keeping culverts and drainage ditches free of debris. Burning in ditches is prohibited. Blocking or damaging culverts to render them inoperative is prohibited. Culverts must meet size requirement determined by Polk County specifications.
 - (i) All of the rules and regulations set forth in these Restrictions shall be enforced and governed solely by the Board of Directors of the Association. After thirty (30) days notice, a fine will be assessed of one hundred dollars (\$100.00) for each month in violation.
 - (j) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.
 - (k) Prior to such entry and correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the lien securing such expense, legal fees and costs incurred in enforcing this restriction.
11. Animal Husbandry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. No more than three (3) of each type animal shall be kept as pets. All permitted animals shall be kept either indoors, or in a fenced or walled area, or on a leash or chain suitable to keep them under control at all times. No resident of any Lot shall permit any dog or other domestic pet under his ownership and control to leave such resident's Lot unless leashed and accompanied by a member of said resident's household. All permitted animals shall have a current rabies vaccination as evidenced by a current veterinarian certificate and tag.
12. Unoccupied Residential and/or Support Structures or Unimproved Lots.
- (a) Any structures or improvements, whether or not originally intended for residential occupancy, including but not limited to houses, garages, equipment shelters, carports, utility buildings, etc., but currently unoccupied or not under the regular control of the Owner, shall be maintained by the Owner as if they were occupied or under control during the time of vacancy. If vacancies occur

and the said structures fall into disrepair, they will be deemed "attractive nuisances", and as such a potential danger to the community, and the Owner will be required to dismantle and remove said structures from the Property. If such action is not taken by the Owner within sixty (60) days of notification by the Association, the Association will cause this action to be taken and the cost therefore shall be reimbursed to the Association by the Owner or it will be listed as a lien against the property.

- (b) Property which is damaged by fire, storm, vandalism, or any other act of destruction must be repaired or removed from the Lot within sixty (60) days of such occurrence. If a delay is encountered, the Lot Owner must notify the Board of Directors to obtain an extension of time.
 - (c) The Board of Directors of the Association is the governing body and is empowered to implement the clean-up and maintenance of property within the Subdivision by whatever means it deems necessary. Lot owners assume responsibility for all costs associated with clean up.
13. Subdividing of Lot. No lot may be subdivided without the consent of the Association. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.
 14. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.
 15. Transport Vehicles. Commercial trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
 16. Drilling and other Activities. Any property owner shall have the right to drill a water well provided that such property owner comply with all federal, state and local requirements.
 17. No Temporary Dwellings. Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.
 18. Plumbing and Sanitation. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction.

D. PROPERTY OWNERS ASSOCIATION

1. Property Owners Association. The PUTNAM'S LANDING PROPERTY OWNERS ASSOCIATION, INC., and, where specified, its Board of Directors, shall be the sole entity having jurisdiction over the administrative matters concerning the Subdivision, for the purposes of calling meetings, levying assessments, determining repairs and improvements to Common Areas, filing liens, removing such liens, imposing controls, and all other such activities as specified in these Restrictions. The Association shall be a Property Owners Association as defined by the Texas Property Code. The Board of Directors of the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions, and said lawsuit to be brought in the name of the Association, upon a vote by the majority of the Board of the Directors of the Association at the duly called meeting of the Board at which a quorum of Directors is present, against any lot owner who is delinquent in payment of the maintenance fees, as delinquent is defined in these restrictions, and Bylaws of the Association, as well for enforcement of any other deed restriction violation.
2. Membership. Every person or entity who is a record Owner of a lot or lots in the Subdivision shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely for the purpose of security for the performance of an obligation. Members are entitled to one (1) vote for each on matters before the Association, regardless of how many lots they own. When more than one (1) person holds an interest in any lot, the single vote for such membership as indicated above shall be exercised as determined among themselves.
3. Non-Profit Corporation. The Association has been organized as a Non-Profit Corporation and shall be governed by the Articles of Incorporation of said Association; all duties, obligations, benefits, liens, and rights hereunder in favor of said Association shall vest in said Corporation.
4. Bylaws. The Association may adopt (and subsequently amend or modify) whatever Rules ("Rules and Regulations") or Bylaws it may choose for governing the Association; provided, however, that the same are not in conflict with the terms and provisions hereof, as they may be amended from time to time. Upon the filing of Bylaws, any Resolutions, and/or any Rules and Regulations with the County Clerk of _____ County, Texas, such Bylaws, Resolutions, Rules and Regulations shall be dedicatory instruments as defined by the Texas Property Code.
5. Member's Right to Enjoyment. Every Member of the Association shall have a beneficial interest of use, and enjoyment in and to the Common Area, and such right shall be appurtenant to and shall pass with the title to every assessed lot, subject to the rules and regulations set forth by the Association. Any lot owner who has not paid the annual maintenance fees applicable to the lots he/she owns, once such maintenance fees are payable as provided by these restrictions and the Bylaws, shall be considered in default. Except as may otherwise be provided by Chapter 209 of the Texas Property Code, any lot owner delinquent in payment of any maintenance fees or other fees due

on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

6. Association's Attorney Fees. Any lot owner who brings a lawsuit against the Association alleging a violation of any duty of the Association to enforce the deed restrictions, or alleging that the Association, or any director, officer and/or agent of the Association, shall be liable to the Association for any legal fees and costs incurred in defending such lawsuit.
7. Association's Liability. Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Association, and the Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.
8. Delegation of Use Privileges. Any member of the Association may use the Common Area and related facilities, with the understanding that they shall abide by the posted Rules and Regulations for use of the Common Area. Members are responsible for their guests.
9. Transfer of Ownership. Owners who sell their Lot(s) must notify the Association in writing within thirty (30) days of the sale of their Lot(s). Such sellers must provide the Association with the name and address of the new Owner(s).

E. MAINTENANCE ASSESSMENTS

1. Maintenance Fees.
 - (a) The owners of lots purchased in said Subdivision shall pay a Maintenance Fee in the sum of FIFTEEN and NO/100 DOLLARS (\$15.00) per lot per year, on the 10th day of April each year, beginning April 10, 2021, to the Association to be used for the upkeep of the roads, parks and common facilities in said Subdivision as set out in the plat of said Subdivision. Said Maintenance Fee shall be secured by a lien against said lot, in favor of the PUTNAM'S LANDING PROPERTY OWNERS ASSOCIATION, INC., and failure to pay said assessment shall constitute a foreclosure lien against said lot. This lien is in form of an assessment to run with the ownership of said lots. The Maintenance Fee shall be deemed delinquent if not paid by May 1st of the year in which such maintenance fees are due.
 - (b) The amount of the annual maintenance fee may be adjusted as shall be determined by a majority vote of the members, represented in person or by proxy, of the Association at the annual meeting of the Association, at which a quorum of the members, represented in person or by proxy, is obtained. Notice shall be given to all lot owners of said annual meeting and of the proposed annual maintenance fee to be determined for the next fiscal year. In the event the proposed maintenance fee fails to obtain the necessary votes at the annual

meeting, then the maintenance fee for the next fiscal year shall remain at the same amount as then currently set, but in no event to be less than FIFTEEN AND NO/100 DOLLARD (\$15.00) per lot per year. Said assessments shall be in the form of a covenant to run with the ownership of the said lots. It is expressly provided that the Vendor's Liens retained by Developer and assigned to the Association shall remain in full force and effect.

- (c) The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all of the following purposes, as determined by the Board of said Association:
- (1) lighting, constructing, improving, and maintaining common areas;
 - (2) payment of legal fees and court costs of the Association;
 - (3) payment to contractors for bookkeeping and tax work; and
 - (4) doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which is considered of general benefit to the owners or occupants of the Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.
2. Uniform Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots within the Subdivision.
3. Special Assessments. In addition to the Maintenance Fee assessment set forth in these 2021 Amended Restrictions and Reservations, the owners of lots purchased in said Subdivision shall be subject to a "Special Assessment" for any extraordinary expenditures as may be established by the Association at a special or annual meeting of the members, at which a quorum is present and at which notice for an election for the assessment of said Special Assessment is given at least thirty (30) days in advance of such meeting. Should the special assessment be approved by a majority vote of the members, represented in person or by proxy, of the Property Owners Association at the annual meeting of the Property Owners Association, then the Special Assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. Said Special Assessment shall be secured by a lien against said lot, the same lien as provided for by restrictions. The failure to pay said any Special Assessment shall constitute authorization of the Association to bring a lawsuit to judicially foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Special Assessment shall be deemed delinquent if not paid within thirty (30) days of the date set forth in the notice as being the date the Special Assessment is due.
4. Remedies for Non-Payment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. If the assessment is not paid by September 1 of that current billing year, the assessment shall bear interest from the date of delinquency (due date) at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or enforce

a lien against the property. Interest, cost, and reasonable attorney's fees relating to such action shall be added to the amount of the assessment. Each such Owner, by his acceptance of a deed to a Lot or Lots hereby vests in the Association or its agents the right and power to bring all actions against the Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessment provided for herein, by non-use of the Common Area streets and walkways, or by abandonment of their Lot(s).

5. Owner's Obligations and Vendor's Liens.

- (a) The Owners of the several Lots within the Property, by acceptance of a deed or deeds or other conveyance therefore hereby covenant and agree, whether or not it shall be expressed in any such deed or other conveyance, to pay to the Association annual assessments or charges to be fixed, established and collected from time to time, as necessarily and duly established by the Board of Directors.
- (b) When found to be in arrears, the annual assessments, together with such interest, and/or costs of collection thereon and therefore, as hereinafter provided, shall be a charge on the Lots and against the Owner(s) thereof, and shall be a continuing lien against the property against which such assessments are made. In order to secure the payment of the assessments hereby levied, a Vendor's Lien for the benefit of the Association shall be and is hereby reserved in the deed from the Owner to the purchaser of each Lot or portion thereof, which lien shall be enforceable through the appropriate judicial or non-judicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association permission to place an appropriate assessment lien on each Lot having outstanding dues.
- (c) In addition to enforcing the lien hereby retained, in the event of non-payment by any Owner of such Owner's portion of any assessment, the Association may, acting through its Board of Directors, upon thirty (30) days prior written notice thereof to such non-paying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such non-paying Owner to use the Common Areas and Recreational Facilities (if any) in such a manner as the Association deems fit or appropriate, and/or suspend the voting rights of such non-paying Owner so long as the default exists.

6. Notice of Lien. In addition to the right of the Board of Directors of the Association to enforce assessments, the Board of Directors may file a claim or lien against the Lot(s) of the delinquent Owner or Member by recording a "Notice of Lien" setting forth the following:

- (a) The legal description and street or mailing address of the Lot(s) against which the claim of delinquency is made.

- (b) The name of the Owner thereof, thereby evidencing the Owner's non-payment of the assessments and charges provided for herein.
 - (c) The amount of the basic claim of delinquency.
 - (d) The interest and costs of collection (if any) which have accrued thereon. Such "Notice of Lien" shall be signed and acknowledged by an officer and/or other duly authorized agent of the Association. The lien shall continue until the amount secured thereby and all subsequently accruing amounts are paid in full or otherwise satisfied. When all amounts claimed under the Notice of Lien, including those costs accrued after the date of the filing of the Notice of Lien, have been fully paid or otherwise satisfied, the Association shall execute and record a notice of releasing the Lien, upon payment by the Owner to the Association of a reasonable fee to cover the preparation and recording of such release of lien instrument.
7. Exempt Property. All property dedicated to and accepted by a local public authority, the Common Area and all properties owned by the Association are exempt from assessments.

F. GENERAL PROVISIONS

1. Enforcement of Deed Restrictions.
- (a) Subject to the provisions of subsection (d) of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (1) violate or attempt to violate any restriction or provision herein or (2) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for the PUTNAM'S LANDING PROPERTY OWNERS ASSOCIATION, INC., and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (1) prevent such violation, (2) recover damages of other dues for such violation, and (3) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder.
 - (b) The Association has the right, but not the exclusive duty, to take action to enforce any violation of these deed restrictions.

- (c) Neither the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of the Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions. An exercise of discretionary authority by the Association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.
- (d) Notwithstanding any other provisions hereof, the Association shall not be liable or subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
2. Duration and Amendment. The provisions hereof, including the Reservations, Restrictions and Covenants and assessments herein set shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, and administrators and assigns, and all persons or parties claiming under it until December 31, 2041, at which time said covenants shall be automatically extended for successive periods of ten (10) years. The members of the Putnam's Landing Property Owners Association, Inc. shall have the right to make further amendments as may be necessary by a majority vote of the members of the Putnam's Landing Property Owners Association, Inc. voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to Putnam's Landing Subdivision, by the members of the Putnam's Landing Property Owners Association, Inc., at a special or annual meeting at which a quorum is had, with each member who is eligible to vote being entitled to one (1) vote for all lots owned in Putnam's Landing Subdivision.
3. Partial Invalidity and Severability.
- (a) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements.
- (b) In the event any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppels, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof, which was not thereby held invalid; and such provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

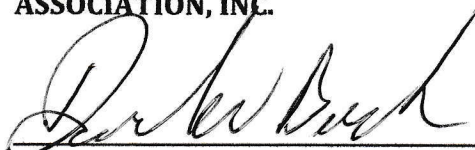
4. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as whole to effectuate the purpose of these Restrictions.
5. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and their respective heirs, executors, administrators, successors and assigns.

G. AMENDMENT OF DEED RESTRICTIONS

THESE 2021 Amended Restrictions and Reservations for Putnam's Landing Subdivision, Polk County, Texas, were approved by a majority vote of the members of the PUTNAM'S LANDING PROPERTY OWNERS ASSOCIATION, INC. voting in favor of such amendment at a special meeting of the Association on July 17, 2021, at which a quorum is had, with each member of the Putnam's Landing Property Owners Association, Inc. being entitled to one vote per lot owned, and they are effective upon filing in the offices of the County Clerk of Polk County, Texas.

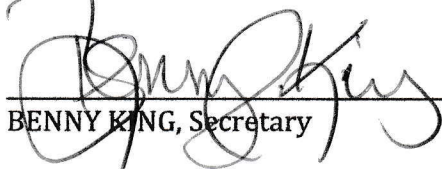
Executed on this 28 day of September, 2021.

**PUTNAM'S LANDING PROPERTY OWNERS
ASSOCIATION, INC.**



DANIEL BARK, President

ATTEST:

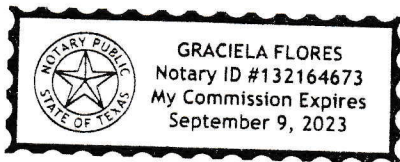


BENNY KING, Secretary

THE STATE OF TEXAS §
§
COUNTY OF ~~POLK~~ Harris §

On this day, personally appeared to me, DANIEL BARK, President PUTNAM'S LANDING PROPERTY OWNERS ASSOCIATION, INC., known to me through the following method of identification: Driver License, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his act, and that this document was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of September, 2021.

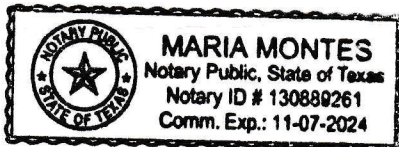


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF POLK §

On this day, personally appeared to me, BENNY KING, Election Committee Chairman of PUTNAM'S LANDING SUBDIVISION (Putnam's Landing Property Owners Association, Inc.), known to me through the following method of identification: TX DL, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was his act, and that this document was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of September, 2021.



[Signature]
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

KERRY CARL HAGAN, P.C.

Attorney at Law

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25 F. M. 1514 (North Courthouse Square)

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Onalaska, Texas 77360

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Fax: 936-646-6971

Email: kerryhagan@gmail.com

AFTER RECORDING, PLEASE RETURN TO:

KERRY CARL HAGAN

14330 US Highway 190 West

Onalaska, Texas 77360

STATE OF TEXAS)
COUNTY OF POLK)

I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped hereon by me.

NOV 08 2021

SLH



Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

2021 NOV -8 AM 10:06

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK