

**Restrictive Covenants of Texas Landing
(Amended and Restated)**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned officers of the Architectural Committee of Texas Landing Subdivision, having been empowered by a 80% majority of all lot owners of the herein described premises, do hereby amend the subdivision restrictions of Texas Landing Subdivision, a subdivision situated in Polk County, Texas, as depicted upon the plat thereof recorded in Volume 9, pages 9 & 10 and in Volume 9, Pages 23 and 24 of the plat records of Polk County, Texas, to which reference is hereby made for all pertinent purposes;

Restrictions were established for the subdivision in Volume 473, Page 148 et seq., amended at Volume 810, Page 815 et seq., amended at Volume 1570, Page 356 et seq., amended at Volume 1844, Page 921 et seq., Official Records, Polk County, Texas, and by these presents we affirm the prior restrictions, amend, modify and restate the restrictions on improvements, use and sale of lots within said subdivision. These restrictions shall hereafter apply equally to all the lots in Texas Landing Subdivision, and are set out for the mutual protection and benefit of future owners in said subdivision. They shall be considered as covenants running with land, binding upon all future owners and enforceable by any land owner in said subdivision for a period of twenty (20) years from the date of the recordation of this document, after which time these restrictions will be automatically extended for successive periods of ten (10) years each. No further amendment or modification shall be effective until filed for record in the Deed Records of Polk County, Texas.

RESERVATIONS

1. Such roadways or streets have been reserved for the use and benefit of lot owners' respective heirs, successors, assigns and personal representatives, and will be used for the purposes of the free and uninterrupted use, liberty and easement of such persons in common with one another and the public.
2. There is reserved all utility easements and drainage easements as shown on the said plat of said subdivision, and an easement over all streets, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is easement five feet (5') wide from a plane fifteen feet (15') above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for underground electric facilities.
3. There is established, the exclusive right at all times to use and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing, or construction, installing, maintaining or repairing of all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to their operation and maintenance of water service and/or supply-system, and its appurtenances, to service, furnish or supply this Subdivision with water.
4. The affairs of the Subdivision related to maintenance of streets, easements, and all common areas shall be under the supervision and control of the Architectural Committee of Texas Landing P.O.A. (Hereafter referred to as the Architectural Committee) unless super-ceded in the future by a government entity (the county or city). The Architectural Committee shall be comprised of five (5) property owners, three (3) of which shall be residents of the Subdivision and the other two (2) being either resident property owners or other type of property owners. The Architectural Committee shall be elected to serve two (2) years staggered terms of office, except that for the first term of office, three (3) members will be elected to serve one (1) year and two (2) will be elected to serve two (2) years. The election of the Architectural Committee shall be as set forth in this paragraph.

The officers of the Architectural Committee shall be President, one or more Vice-Presidents, a Secretary and a Treasurer (or combined Secretary-Treasurer).

The elected Architectural Committee will select officers by election within the committee. In addition to those duties and responsibilities normally associated with the above named offices, the President may assign additional duties to the officers and members as required.

The Architectural Committee shall schedule, arrange and conduct an annual meeting of the property owners of the Subdivision to be held on the first (1st) weekend in May of each year for the purpose of electing new Board members and for the transaction of other business. At least 10 days prior to the annual meeting, but not more than 60 days before the date of the meeting, the Architectural Committee shall provide notice to all property owners of the Subdivision:

- a. Written notice of the meeting time and place;
- b. Agenda of items to be dealt with at the meeting;
- c. An annual report to the property owners giving a narration of the committee's actions during the report year;
- d. A financial report prepared by the Treasurer showing activities during the report year, current financial condition and a projected budget for the insuring year;

Grove County Clerk

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- e. Future outlook and any potential short or long range problems facing the Subdivision; and
f. A list of those persons nominated for election as committee members for two (2) year term.

The Architectural Committee shall hold regularly scheduled open meetings at least once each calendar quarter at such time and place as determined by the President. Any property owner may attend an Architectural Committee meeting. Notice must be provided at least 72 hours before the start of the meeting by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to owners in a place located on the association's common property within the subdivision; and by sending the notice by e-mail to each owner who has registered an e-mail address with the association.

Special meetings of the Architectural Committee may be initiated by the President or by any two (2) of the Board members. Special meetings of the property owners of the Subdivision may be initiated by the President, by two (2) Committee members, or by the written request of not fewer than ten (10) property owners in the Subdivision. Regular and special board meetings must be open to owners, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners' association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session. Except for a meeting held by electronic or telephonic means a board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.

The regular annual meeting of the property owners of the Subdivision requires written notice delivered either personally to or by U.S. Mail to the address of record in the Architectural Committee records. Such mailed notice shall be deemed received by the intended two (2) days after such notice is deposited into the care and custody of the United States Postal Service, postage prepaid, and properly addressed. All other meeting notifications may be personal, by telephone, or by e-mail or by fax transmission.

The conduct of all meetings of the Architectural Committee and/or the property owners of the Subdivision shall be in general accordance with Roberts Rules of Order-Revised, to assure orderly progress and completion of the meetings.

It shall be the duty of the Secretary of the Architectural Committee to record the activities of all meetings and to prepare minutes of (1) each meeting of the Architectural Committee, (2) the annual meeting of the property owners, and (3) any called special meetings. Minutes of all meetings shall be preserved permanently and shall be open to examination by any property owner.

A majority of the Architectural Committee shall constitute a quorum for the transaction of business at any Committee meeting, and the act of the majority of the Committee members at a meeting at which a quorum is present shall constitute an act of the full Committee.

Nominations for election to the Architectural Committee may be made by any property owner. Nomination made in writing and presented to any committee member before April 1st of the year in which the annual meeting of the property owners is to be held, will be announced in the annual letter. Those Nominees will be eligible for designated proxy votes. Additionally, nominations for the Architectural Committee may be made from the floor at the annual meeting. Nominated property owners must agree to accept the nomination. A vacancy occurring for any reason in the Architectural Committee shall be filled for the completion of the unexpired term by election of the remaining members of the Architectural Committee.

For remedy, any member of the Architectural Committee may be removed from office for cause and the best interest of the Subdivision by unanimous vote of the remaining members of the Architectural Committee, or by a vote of the majority of the property owners by means of the election process provided herein.

5. The following provisions shall apply to the election of the Architectural Committee and all other elections required pursuant to the Restrictions or any future amendments thereof. Certain matters in connection with the regulation of the Subdivision require decisions by election of the property owners. In all such elections each owner, person or legal entity holding record title to any platted lots (per the last recorded plat of the Subdivision in the Office of the County Clerk of Polk County, Texas) will be entitled to cast one (1) vote for each lot so held, which is a qualified vote.

Where co-owners or joint owners exist, and they do not agree as to the vote, each owner may cast a vote equal to a proportionate share or fraction of the eligible vote so that there shall be no more than a total of one (1) qualified vote for each lot.

The Architectural Committee shall reply upon the records of the property ownership in its office and available to the Architectural Committee as of thirty (30) days prior to the election date. Any lot owner wanting to vote by proxy must deliver such proxy to the President on or before the annual meeting to be held in May. All such proxies must be in writing and signed by the lot owner wanting to vote by proxy. The signature(s) on any proxy must be witnessed by at least one (1) credible person over the age of eighteen (18) years.

Election of new members to the Architectural Committee shall be conducted at each annual meeting of the property owners. Those nominees receiving the larger numbers of qualified votes cast shall be deemed to have been elected.

Votes may be cast by written signed ballot or email or facsimile. All other elections called for herein and requiring a decision by the property owners must be carried out by means of official written ballot, delivered by hand or mail or email. To be more specific, more than half (1/2) of all qualified votes are required for any proposal in order for it to pass.

The voting rights of an owner may be cast or given:

1. In person or by proxy at a meeting of the property owner's association.
2. By absentee ballot in accordance with this section
3. By electronic ballot in accordance with this section
4. By any method of representative or delegated voting provided by a dedicatory instrument.

An absentee or electronic ballot:

1. May be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot
2. May not be counted, even if properly delivered if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and
3. May not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

Solicitation for votes by absentee ballot must include:

1. An absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
2. Instructions for delivery of the completed absentee ballot, including the delivery location; and
3. The following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

For purposes of this section, "electronic ballot" means a ballot

1. Given by:
 - a. E-mail
 - b. Facsimile
2. For which the identity of the property owner submitting the ballot can be confirmed; and
3. For which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot.

This section supersedes any contrary provision in a dedicatory instrument.

Notwithstanding anything contained herein to the contrary, in order to determine the election of the Architectural Committee at the annual meeting of the property owners, the votes of those lot owners in attendance and/or those votes cast by proxy as provided herein shall be sufficient to elect the Architectural Committee, regardless of whether or not a majority of the lot owners voted at the meeting, either in person or by proxy. This requirement is necessary so that the continued existence of the Architectural Committee will be insured. Members of such Committee will not be entitled to any compensation for services performed pursuant to this covenant.

6. The following provisions shall apply in regard to the right to amend the Restrictions by any party or entity, to-wit: The Restrictions may be amended by a written instrument executed by at least 67% of the owners of all lots in the Subdivision, with each lot representing one (1) vote. All other provisions of the Restrictions pertaining to the modification thereof are hereby deleted and the preceding provisions concerning the amendment or modification of the Restrictions are substituted in its place. Each lot owner/s vote must be signed, notarized and returned to the Architectural Committee 404 Branding Iron Livingston, Texas 77351 or any Committee member.
7. Notice to Member of Armed Services:
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.
8. Copies of Association records are available to any owner upon written request for access or information by certified mail with sufficient detail describing the Association's books and records requests under Texas Property Code Section 209.005. A charge of \$2.00 per page will be assessed, payable in advance.

RESTRICTIONS

1. If the parties hereto, or any of them, or their heirs, successors, or assigns, will violate or attempt to violate any of the covenants herein, it will be lawful for the Architectural Committee or any one (1) or more property owners or their successors or assigns, to enter and abate such violation without liability, or they or their successors or assigns, and any other persons owning any real property situated in said Subdivision will have the right to prosecute any real property situated in said Subdivision will have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violations.
2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.
3. No building or structure shall be erected, placed or altered on any building tract in this Subdivision until the plans, specifications and plat showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the Subdivision, and as to location with respect to topography and finished ground elevation, and as to the foundation type, such approval must be by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee the remaining member or members shall have full authority to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted. In the event said Committee fails to approve or disapprove such plans within such time such approval will not be required and the property owner, member will be deemed to have complied with this covenant.

Original plan approval does not give property owner/builder the right to make changes on his own. Any changes to the original building plans that have been Committee approved must be submitted for approval/disapproval before proceeding with said changes. Failure to comply with this procedure shall cause the owner/builder to bear the full expense of bringing the structure back to compliance with the original approved plans.

4. No residential structure shall be placed on any waterfront residential tract unless its living area has a minimum of 1700 square feet of living area, exclusive of porches or garages, nor, on any other residential tract unless its living area has a minimum of 1400 square feet of floor area, exclusive of porches and garages.
5. All residences shall be located no nearer than twenty feet (20) from any platted roads shown on the plat of said Subdivision. No residence shall be located nearer than five (5) feet to any side line.
6. The setback lines may be relaxed by decision of the Architectural Committee if the above prescribed distances are not feasible, considering the terrain and topography of the lot.
7. No structure shall be placed on any lot which, by reason of high walls or fences, excessive heights, specially peaked roof design, etc., unreasonably obstructs the use or view of improvements to be located upon an abutting lot. For this purpose "abutting lot" also includes two or more lots separated by a street.
8. No trailer, mobile home, recreational vehicle, modular, pre-built home, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence, temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on any lot, except during construction of permanent structures. No trucks or equipment used by construction purposes may be parked or stored on a residential lot or the street adjoining it except during actual construction of a residence on that lot.
9. Television cable systems and eighteen (18") dish systems are acceptable but in such event, no aerial antenna, towers of any kind, private or commercial or similar structure that projects above the uppermost roof line of the residential structure of any lot (exclusive of chimney) shall be permitted.
10. No structure shall be erected, placed or altered on any building plot in said Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing by the Architectural Committee as to conformity and harmony of external design with existing structures in said Subdivision, and as to location of the building with respect to topography and outside lighting, buildings, foundation types, fences, walls, hedges, swimming pools, playground equipment, outdoor cooking or heating facilities, and any and all other improvements, including the size, type and location of vegetable gardens. Under no circumstance shall any dams be placed across or so as to obstruct any stream, gully or ravine within the Subdivision.
11. No building of frame construction shall be erected on any tract unless same will at time of construction receive at least one coat of paint.
12. All residences will be completed within six (6) months from date of beginning construction unless such period is extended in writing by the Architectural Committee.
13. No boat docks, piers, boat houses, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications are approved in writing by the Trinity River Authority.
14. No recreational vehicle, boat or trailers may be stored in front of the building line of any tract, nor will any boat, recreational vehicle or trailer be visible from any existing street. Storage of boats, recreational vehicles or trailers between the back of the home and the shoreline or bulkhead is also prohibited. Recreational vehicles, boats or trailers may be stored on the side of the home, provided a 6 foot cedar fence topped with a 2 foot lattice is constructed and maintained to obscure the stored item from view. Boats, recreational vehicles, or trailers may be temporarily parked in view of the road for the purpose of loading, unloading, cleaning, etc. The Architectural Committee must approve exceptions.
15. No dwelling or residence shall be erected or placed on any parcel less than one full lot and no lot will be subdivided or a portion thereof conveyed except as between the respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot will be absolutely void.
16. All residences and other building or structures must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.
17. No tract of said Subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein will be held and construed to exclude hospitals, clinics, duplex houses, apartment houses,

boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited (unless otherwise stated or allowed herein). No building shall be erected altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than three 3 cars. Excluded from this requirement is the waste water treatment plant on Lot 36.

18. Each lot owner shall be liable for a maintenance charge for the purpose of creating a fund to be known as "Texas Landing Maintenance Fund" to be paid by the owner of each lot secured by Vendor's Lien upon such lot. Such sum will be paid at the time of the purchase of a lot and on April 1st of each year thereafter to the Architectural Committee of Texas Landing P.O.A. herein above created and said charge and lien are hereby assigned to such Architectural Committee. Such annual charge may be adjusted from year to year by said Architectural Committee as the needs of the property may in its judgment require. The liens created to secure such maintenance charges are hereby expressly made subordinate to the lien of any bona fide purchase money, construction or voluntary deed of trust lien granted by any lot owner. Funds arising from said maintenance charge will be applied so far as is sufficient toward the payment of maintenance expenses or construction cost incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots and construction of clubhouse facilities, and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of said Committee. The judgment of said Committee in expenditure of said funds will be final so long as such judgment is exercised in good faith. An owner can request in writing to the board a payment plan not to extend past a period of 3 months.
19. A. Funds arising from said charge will be applied, so far as sufficient toward the payment of maintenance expenses incurred for any of the following purposes: enforcing compliance with these restrictions (including necessary attorney's fees and court cost), improving and maintaining the streets, lease agreements and other necessary or desirable actions which the Committee deems appropriate to keep property neat and in good order; or which is considered of general benefit to the owners or occupants of the subdivision, it being understood that the good faith judgment of said Committee in the expenditure of said fund will be final.
- B. Delinquent assessments will bear interest after sixty (60) days from the date such assessment is due at the maximum rate permitted by law and if collected through any court, such court cost and reasonable attorney's fees will be added to said assessment. Payment received by a property owners' association from the owner shall be applied to the owner's debt in the following order of priority:
- (1) any delinquent assessment;
 - (2) any current assessment;
 - (3) any attorney's fees or third party collection costs incurred by the association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - (4) any attorney's fees incurred by the association that are not subject to Subdivision (3);
 - (5) any fines assessed by the association; and
 - (6) any other amount owed to the association.
20. In the event of the damage, destruction or other failure of a bulkhead or pier abutting any lot in such manner as to adversely affect any other lot in the Subdivision, and the owner fails to repair such bulkhead or pier, then the Architectural Committee shall have the right, but not the obligation to repair such bulkhead or pier and to assess the owner of the lot for all costs and expenses incurred in connection therewith. In the event of such assessment, any cost so expended by the Architectural Committee will be due and payable, on demand, by the owner of the property so affected, to the Architectural Committee.
21. In the event any lot owner, due to construction activities carried on by such owner, or such owner's contractors, subcontractors, agents, employees or assigns causes substantial damage to any roads, street utility lines or easements, bulkheads or any other portion of the Subdivision, then such lot owner causing such damage will be liable to Architectural Committee for the repayment of such damage; however, such liability on the part of such lot owner will not operate to excuse any contractor, subcontractor, agent, employee or assign from any liability for such damage.
22. No outside privies or toilets shall be permitted in this Subdivision. All toilets will be inside the houses and prior to the occupancy the same will be connected to a central sewage disposal system if there is one in existence at such time to serve the Subdivision, but if no central sewage disposal system is in existence, then all toilets will be connected and such septic tank will have a field line and will be constructed and maintained in accordance with the requirements of the Texas Department of Health, or any other State agency or governmental authority having jurisdiction of such matters, and will be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system will be established to serve this Subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available will connect their premises fees or charges therefore at their expenses, and from and after the time such sewage disposal service becomes available will connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether therefore or thereafter built or installed, will be used in connection with any tract.
23. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This will not apply to the discharge of effluent from a sewage treatment plant serving this Subdivision.
24. No Tract shall be used or maintained as a dumping ground for rubbish, trash garbage, or other wastes. Garbage and waste material will not be kept except in sanitary containers. Incinerators or other equipment for the disposal of such waste materials will not be permitted.
25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
26. The owners or occupants of all lots in this Subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and will in no event use any lot for storage of material and equipment except for normal residential requirements or permit the accumulation of garbage, trash or rubbish of any kind, thereon. In the event of default on the part of the owner or occupant of any lot in this Subdivision in observing the above requirements, or any of them, employees or agents of the Architectural Committee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or

cause to be removed such garbage, trash, rubbish, etc., and may bill either the owner or occupant of such lot for the cost of such work. The owner or, occupant as the case may be, agrees by the purchase or occupation of any lot in this Subdivision to pay such statement immediately upon receipt thereof. The Architectural Committee shall have a lien against any lot for any such monies so advanced.

- 27. No noxious or offensive activity shall be carried on upon any lot or will anything be done thereon which may be annoyance or nuisance to the neighborhood, this to include no outside speakers.
- 28. No sign of any kind shall be displayed to the public view except signs used by property owner to advertise sale of their property.
- 29. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.
- 30. Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater, and the size and length of any culvert must meet with County specifications.
- 31. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No unsightly boats, trucks or vehicles shall be stored (or kept for the purpose of repair) on any lots or drives. Mail box location is subject to approval of the Architectural Committee.
- 32. The digging of dirt or the removal of any dirt from any lots is expressly prohibited, except when necessary in conjunction with the landscaping of such lot; or in conjunction with construction being done on such lot.
- 33. If a property owner is deemed to be in violation of these Restrictive Covenants by the Architectural Committee, they may request in writing, a hearing before the Committee to discuss and verify the facts. If the property owner still disputes the Committee's decision they may request a further review of the Committee's decision by a committee comprised of three former members of the Architectural Committee. The property owner will select the committee from a list of available past Committee members. The decision of this committee will not be binding of the Architectural Committee, but will be taken under advisement to reconsider the facts and circumstances of the violation.

IN WITNESS THEREOF, the undersigned Officers of the Agricultural Committee empowered by the Lot owners through valid election to amend the prior restrictive covenants hereby establish that the provisions and modifications contained herein be the Modification of and Restatement of the Restrictive Covenants of Texas Landing and shall be effective on the date of the recording in the deed records of Polk County, Texas.

John Hillbrand

 President

J. Davetson

 Vice-President

Trina Fowlkes

 Vice-President

Shirley Johnson

 Secretary

Karen Johnson

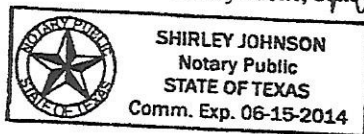
 Treasurer

THE STATE OF TEXAS }}
COUNTY OF POLK }}

BEFORE ME the undersigned authority, on this day personally appeared JOHN HILLBRAND, President of the Texas Landing Property Owners Association, a Texas corporation, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is that act of Texas Landing Property Owners Association and that he executed the same as its President and as the act of such committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 10 day of May, 2013.

Shirley Johnson
Notary Public, State of Texas

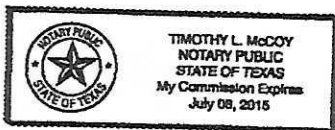


THE STATE OF TEXAS }}
COUNTY OF POLK }}

BEFORE ME the undersigned authority, on this day personally appeared TRINA FOWLKES, Vice-President of the Texas Landing Property Owners Association, a Texas corporation, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is that act of Texas Landing Property Owners Association and that she executed the same as its Vice-President and as the act of such committee and for the purposes and consideration therein expressed.

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Given under my hand and seal of office this the 6th day of May, 2013.

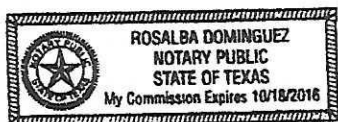


Timothy L. McCoy
Notary Public, State of Texas

THE STATE OF TEXAS }}
COUNTY OF POLK }}

BEFORE ME the undersigned authority, on this day personally appeared GINA HULLIHEN, Vice-President of the Texas Landing Property Owners Association, a Texas corporation, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is that act of Texas Landing Property Owners Association and that she executed the same as its Vice-President and as the act of such committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of May, 2013.

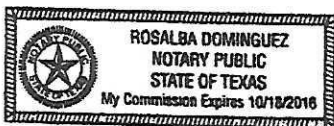


Rosalba Dominguez
Notary Public, State of Texas

THE STATE OF TEXAS }}
COUNTY OF POLK }}

BEFORE ME the undersigned authority, on this day personally appeared SHERI GROUNDS, Secretary of the Texas Landing Property Owners Association, a Texas corporation, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is that act of Texas Landing Property Owners Association and that she executed the same as its Secretary and as the act of such committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of May, 2013.

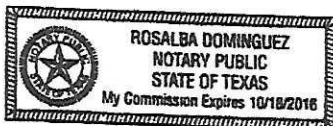


Rosalba Dominguez
Notary Public, State of Texas

THE STATE OF TEXAS }}
COUNTY OF POLK }}

BEFORE ME the undersigned authority, on this day personally appeared, KAREN YEAGER, Treasurer of the Texas Landing Property Owners Association, a Texas corporation, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is that act of Texas Landing Property Owners Association and that she executed the same as its Treasurer and as the act of such committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of May, 2013.



Rosalba Dominguez
Notary Public, State of Texas

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Schelana Walker
SHELANA WALKER

State of Texas)
County of Polk)
I, SCHELANA WALKER hereby certify that this 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.

MAY 10 2013



Schelana Walker
COUNTY CLERK
POLK COUNTY, TEXAS