

DOC#  
06614

**AMENDED AND RESTATED RESTRICTIVE COVENANTS  
OF  
TEXAS LANDING P.O.A.**

**The Amended and Restated Restrictive Covenants of Texas Landing P.O.A.** (herein so called) is adopted on the 3rd day of May, 2025, by 67% of the members of Texas Landing P.O.A.

That the undersigned Directors of Texas Landing P.O.A., having been empowered by 67% 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 and 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., amended at Volume 1897, Page 263, et seq., amended at Volume 1979, Page 759 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.

**RESTRICTIONS, COVENANTS AND EASEMENTS**

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 an 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 Board of Directors of Texas Landing P.O.A. (hereafter referred to as the "Board") unless super-ceded in the future by a government entity (the county or city). The Board shall be comprised as provided for in the Bylaws

The conduct of all meetings of the Board and/or members shall be in general accordance with Roberts Rules of Order-Revised, to assure orderly progress and completion of the meetings.

5. 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 Board 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.

6. 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.

#### 7. Architectural Review Committee.

The Architectural Review Committee, hereinafter called the "ARC", shall be composed of three (3) or more individuals selected and appointed by a vote of the Board of Directors of the Association. The ARC shall use its best efforts to promote and ensure a high level of quality and conformity throughout the Properties. The ARC shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the ARC may designate a representative to act for it. In the event of the death or resignation of any member of the ARC, then Board shall have full authority to designate and appoint a successor. The Board of Directors shall have the full authority to appoint and remove all members of the ARC. Other than as set forth below, no member of the ARC shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions take, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder.

**Architectural Approval.** No building, structure, fence, wall, outside lighting, foundation types, 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 or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and

specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the ARC or a representative designated to act on behalf of the ARC as to: (i) location with respect to Lot lines; topography; finished grades elevation; height and dimensions of improvements; intended use of the proposed improvements; impact and relationship to neighboring Lots and improvements situated or to be situated thereon; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, and (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets. The ARC is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the ARC for approval or denial. At such time as the plans and specifications meet the approval of the ARC, one complete set of plans and specifications will be retained by the ARC and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Restrictive Covenants, one set of such plans and specifications shall be returned marked "Denied", accompanied by a reasonable statement of items found not to comply with these Restrictive Covenants. Any modification or change to the approved set of plans and specifications which affects items (i) through (iii) of the preceding paragraph must again be submitted to the ARC for its inspection and approval. The ARC's approval or denial as required herein shall be in writing to the Owner and communicated to the Board. For a denial, an Owner will also be notified of the right to request a hearing before the Board to contest the denial. If the ARC or its designated representative fails to approve or deny such plans and specifications within thirty (30) days after they have been submitted, then ARC approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described herein, nor shall any failure of the ARC to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The ARC is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may deny aspects thereof which may, in the reasonable opinion of the ARC, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties. The ARC is responsible for approval or denial of Owner plans; approval may only be granted when the proposed improvement or alteration complies with the terms of these Restrictive Covenants, including, but not limited to, Sections 2, 7, 8, 9, 10, 11, 13, 15, 16, 19, and 21, and policies or resolutions adopted by the Board, including the Fence Policy. The ARC may require and perform inspections to confirm compliance with approved plans. The ARC will notify the Board of any plan violations to be addressed by the Board.

**Variances.** No member of the ARC shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the ARC's right to strictly enforce the Restrictive Covenants. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the ARC must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

**Nonconforming and Unapproved Improvements.** The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without

limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as an assessment against the Lot upon which such improvements were commenced or constructed.

**No Liability.** Neither the Association, the ARC, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or denial or failure to approve or deny any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against the Association, the ARC, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the ARC, the members of the ARC, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

8. 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.

9. 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.

10. The setback lines may be relaxed by decision of the ARC if the above prescribed distances are not feasible, considering the terrain and topography of the lot.

11. 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.

12. 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 for 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.

13. 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.

14. Under no circumstance shall any dams be placed across a Lot or so as to obstruct any stream, gully or ravine within the Subdivision.

15. 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.

16. All residences will be completed within six (6) months from date of beginning construction unless such period is extended in writing by the ARC.

17. 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.

18. 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 Board must approve exceptions.

19. 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.

20. All residences and other building or structures must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

21. 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. Excluded from this requirement is the waste water treatment plant on Lot 36.

22. 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 1<sup>st</sup> of each year thereafter to Texas Landing P.O.A. herein above created and said charge and lien are hereby assigned to such Association. Such annual charge may be adjusted from year to year by the Board as the needs of the subdivision 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 the Board. The judgment of the Board in expenditure of said funds will be final so long as such judgment is exercised in good faith.

23. 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 Board 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 Board 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. The Collection Policy and Payment Plan Policy will advise owners of the right to establish a payment plan, terms of an acceptable payment plan, and payment application requirements.

24. 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 Board 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 Board will be due and payable, on demand, by the owner of the property so affected, to the Board.

25. 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 the Board 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.

26. Except during construction, 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.

27. 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.

28. 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.

29. 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.

30. 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 Board, 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, or rubbish, 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 Board shall have a lien against any lot for any such monies so advanced.

31. 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.

32. No sign of any kind shall be displayed to the public view except signs used by property owner to advertise sale of their property, affixing or display of religious items, and political signs within 90 days of and 10 days after an election.

33. 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.

34. 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.

35. 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.

36. 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.

37. Rental or lease of a lot or residence for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or leasee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions. Rental or lease of a lot or residence shall not relieve the property owner from compliance with Deed Restrictions.

38. If a property owner is deemed to be in violation of these Restrictive Covenants by the Board, they may request in writing, a hearing before the Board to discuss and verify the facts.

39. The Restrictions may be amended by a vote of approval of at least 67% of the owners of all lots in the Subdivision, with each lot representing one (1) vote.

IN WITNESS THEREOF, the undersigned Directors 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 Amended and Restated 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.

Texas Landing Property Owners Association

Amended and Restated Restrictive Covenants

The Texas Landing Property Owners have cast their votes and approved the attached Amended and Restated Restrictive Covenants. The owners of 105.5 lots representing 75.9% of the 139 lots voted to approve. This surpasses the 67% required by law.

The Texas Landing Property Owners have also cast their vote and approved Deed Restriction number 37 of the attached Amended and Restated Restrictive Covenants. The owners of 94.5 lots representing 68.0% of the 139 lots voted to approve. This surpasses the 67% required by law.

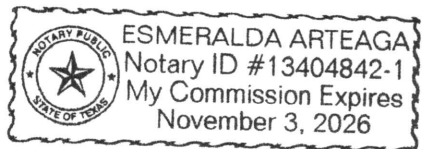
The Texas Landing Board of Directors hereby accept these results as reported at the May, 3, 2025 Annual Meeting.

(Randy)  
Randy Nelson - President 5/20/25  
Date

The State of Texas  
County of Polk

Before me, the undersigned authority appeared and together being the Board of Directors of the Texas Landing Property Owners Association, a Texas corporation, provided to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same is that act of Texas Landing Property Owners Association and that this document was executed the same as its Board of Directors and as the act of such Board of Directors and for the purposes and consideration therein expressed.

Notarized this the 20 day of May, 2025.



By: Esmeralda Arteaga  
Notary Public, State of Texas

## Texas Landing Property Owners Association

## Amended and Restated Restrictive Covenants

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*Ron Kane*

Ron Kane - Vice President

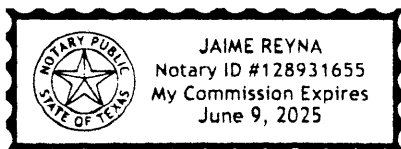
5/19/25

Date

The State of Texas  
County of Polk

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Notarized this the 19 day of May, 2025.



By: *Jaime Reyna*  
Notary Public, State of Texas

Texas Landing Property Owners Association

Amended and Restated Restrictive Covenants

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Linda Miller  
Linda Miller - Secretary

5-19-2025  
Date

The State of Texas  
County of Polk

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Notarized this the 19 day of May, 2025.



By: Cheri Hannah  
Notary Public, State of Texas

Texas Landing Property Owners Association

Amended and Restated Restrictive Covenants

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Steve Fowlkes  
Steve Fowlkes - Treasurer

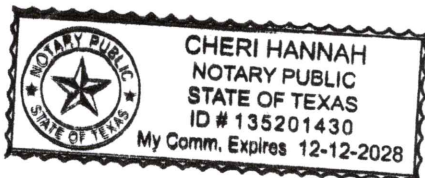
5/19/25  
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The State of Texas  
County of Polk

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Notarized this the 19 day of May, 2025.

By: Cheri Hannah  
Notary Public, State of Texas



2025-2612-44b

**FILED FOR RECORD**  
2025-07-30 03:53

*Schelana Hock*  
**SCHELANA HOCK**  
**POLK COUNTY CLERK**



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 same time stamped  
heron 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 heron by me.

*Schelana Hock*  
COUNTY CLERK  
POLK COUNTY, TEXAS

Jul 30, 2025