

MODIFICATION OF THE RESTRICTIVE COVENANTS  
OF TEXAS LANDING SUBDIVISION

THE STATE OF TEXAS  
COUNTY OF POLK

WHEREAS, on or about December 13, 1984, First Texas Equities, Inc. did promulgate certain Restrictions (the "Restrictions") for the Texas Landing Subdivision in Polk County, Texas, said Restrictions having been duly recorded in Volume 473, Page 148 et seq of the Deed Records of Polk County, Texas, to which Restrictions and the recording thereof reference is hereby made for all intents and purposes; and,

WHEREAS, in the Restrictions it was provided that the Restrictions could be amended by, among other ways, a written instrument executed by at least ninety per cent (90%) of the owners of all lots in the Texas Landing Subdivision (the "Subdivision"), with each lot in the Subdivision representing one vote; and,

WHEREAS, the undersigned, representing at least ninety per cent (90%) of the owners of all lots in the Subdivision, have agreed to certain modifications of the Restrictions as hereafter provided, and are desirous of entering into a document evidencing the modifications to the Restrictions;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the respective owners of the lots in the Subdivision set forth opposite their respective names, do hereby covenant and agree that certain provisions of the Restrictions be amended as follows, to-wit:

1. The last paragraph on page one (1) of the Restrictions is hereby deleted in its entirety.

2. The following sentences are deleted from the initial paragraph of the Restrictions, to-wit:

"These Restrictions may be amended during the initial twenty (20) year period at any time by Declarant or its successor, or by a written instrument executed by at least ninety per cent (90%) of the owners of all lots in the subdivision, with each lot representing one (1) vote. During any succeeding ten (10) year period after the initial twenty (20) year period, these Restrictions may be amended by a written instrument executed by at least seventy-five per cent (75%) of the owners of all lots in the Subdivision, with each lot representing one (1) vote."

The remainder of such paragraph will remain as written.

3. Paragraph five (5) on page two (2) of the Restrictions is hereby deleted in its entirety and the following provisions are substituted in its place, to-wit:

5.01 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 a Chairman, a Vice-Chairman, a Secretary and a Treasurer (or combined Secretary-Treasurer). The remainder will be members at large.

The elected Architectural Committee members will select their own officers by election within the committee. In addition to those duties and responsibilities normally associated with the above named offices, the Chairman 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 second (2nd) weekend in July of each year for the purpose of electing new committee members and for the transaction of other business. At least fifteen (15) days prior to this annual meeting, the Architectural Committee shall provide 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 ensuing year;
- 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 terms.

The Architectural Committee shall hold regularly scheduled open meetings at least once each calendar quarter at such time and place as determined by the Chairman. Any property owner may attend an Architectural Committee meeting.

Special meetings of the Architectural Committee may be initiated by the Chairman or by any two (2) of the committee members.

Special meetings of the property owners of the Subdivision may be initiated by the Chairman, by two (2) committee members, or by the written request of not fewer than ten (10) property owners in the Subdivision.

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 recipient 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 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 (i) each meeting of the Architectural Committee, (ii) the annual meeting of the property owners, and (iii) 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 committee members and/or by any property owner, and shall be made in writing to the Chairman prior to June 1st of the year in which the annual meeting of the property owners is to be held. Each nominee must have agreed in writing 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.

5.01. 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.

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.

The Architectural Committee shall rely 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 Chairman on or before the 15th day of June immediately preceding the annual meeting to be held in July. All such proxies must be in writing and signed by the lot owner wanting to vote by proxy. The signature(s) on any such 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. The nominations shall be arranged by the Chairman in an equitable fashion so as to insure the election of at least three (3) resident property owners to the Committee. Those nominees receiving the larger numbers of qualified votes cast shall be deemed to have been elected. Votes may be cast by votes, show of hands, or by written ballot in a manner deemed appropriate by the then existing Architectural Committee. 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 by mail. The issues to be decided must be approved or rejected by a simple majority of all of the current property owners. To be more specific, more than one-half (1/2) of all current property owners of record must approve of and vote for any proposal in order for it to pass.

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, irregardless 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. Those lot owners who do not care to attend the annual meeting or to vote by proxy should not be allowed to disrupt the continuity of the Subdivision by virtue of their apathy.

4. 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 either ~~(i) a majority vote of the Architectural Committee, or~~ (ii) by a written instrument executed by at least ninety per cent (90%) 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.

5. All other provisions of the Restrictions, except to the extent modified hereby, shall remain unchanged.

IN WITNESS WHEREOF, the undersigned do each agree to the provisions and modifications contained herein.

Owner of Lot 65 \_\_\_\_\_

Owner of Lot \_\_\_\_\_

Owner of Lot \_\_\_\_\_

Owner of Lot \_\_\_\_\_

Owner of Lot \_\_\_\_\_

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*David S. Muehl*  
*Shirley E. Murphy*

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5. All other provisions of the Restrictions, except to the extent modified hereby, shall remain unchanged.

IN WITNESS WHEREOF, the undersigned do each agree to the provisions and modifications contained herein.

Owner of Lot 96

Wilburine Broadfield  
Ruth Broadfield

Owner of Lot 97

Wilburine Broadfield  
Ruth Broadfield

Owner of Lot \_\_\_\_\_

Owner of Lot \_\_\_\_\_

Owner of Lot \_\_\_\_\_

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5. All other provisions of the Restrictions, except to the extent modified hereby, shall remain unchanged.

IN WITNESS WHEREOF, the undersigned do each agree to the provisions and modifications contained herein.

Owner of lot 90

*Robert S. Grant*  
*Barbara M. Grant*

~~Owner of lot \_\_\_\_\_~~

~~Owner of lot \_\_\_\_\_~~

~~Owner of lot \_\_\_\_\_~~

~~Owner of lot \_\_\_\_\_~~