

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE LANDING, INC.

This Declaration of Covenants, Conditions and Restrictions is made and executed this fourth day of April, 1985, by Eagle Landing, Inc., a Texas corporation hereinafter referred to as DECLARANT.

WHEREAS, DECLARANT, is the fee owner of two tracts of land situated in Cass County, Texas containing a total of approximately 1558.599 acres, more or less, as more particularly described on Exhibit "A" attached hereto and incorporated herein which property is subject to the easements and encumbrances described on Exhibit "B" attached hereto and incorporated herein, and

WHEREAS, it is the intention of DECLARANT to subdivide the PROPERTY in various lots and tracts for sale to the public; and

WHEREAS, it is deemed to be in the best interest of DECLARANT and of the persons who may purchase lots and tracts from DECLARANT that there be established and maintained a uniform plan for the improvement and maintenance of lots and tracts in the subdivision and the common facilities as hereinafter enumerated; and

WHEREAS, DECLARANT desires to grant to the purchasers of lots and tracts as easement for their recreational use and enjoyment;

NOW THEREFORE, know all men by these presents, that it is hereby declared that all of the PROPERTY described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the PROPERTY shall be subject to the restrictions set forth herein which shall run with the PROPERTY and be binding on all parties having any interest therein and DECLARANT does hereby adopt, establish, promulgate and impress upon the herein described PROPERTY the Covenants, Conditions and Restrictions herein contained.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "ARCHITECTURAL COMMITTEE" shall refer to the committee established pursuant to Article X herein.

2. "ASSOCIATION" shall refer to Eagle Landing Home Owner's Association, a Texas non-profit corporation, organized or to be organized for the purpose of carrying out the intents and purposes of this DECLARATION.

3. "BOARD" shall refer to the board of directors of the ASSOCIATION consisting of four (4) or more directors elected by majority vote of the members of the ASSOCIATION.

4. "COMMERCIAL AREAS" shall mean and refer to areas which DECLARANT may sell, lease or rent for commercial purposes. Said COMMERCIAL AREAS shall be established pursuant to and shall be subject to the limitations provided in Article IV hereof.

5. "COMMERCIAL OWNER" shall refer to the person or entity, who owns fee simple title to a COMMERCIAL UNIT, or has entered into a written lease with DECLARANT for a COMMERCIAL UNIT. The term COMMERCIAL OWNER shall not include any person or entity having an interest in a COMMERCIAL UNIT merely as security for the performance of an obligation.

6. "COMMERCIAL UNIT" shall mean and refer to a portion of the COMMERCIAL AREAS conveyed or leased by DECLARANT to a COMMERCIAL OWNER.

7. "COMMON AREAS" shall be areas conveyed or to be conveyed to the ASSOCIATION which are intended for the use of all of the OWNERS and shall include the following:

- a. A lake known as Eagle Landing situated on the PROPERTY consisting of 250 acres, more or less;
- b. The dam and spillway area for the LAKE;
- c. A beach area with parking;
- d. Boat launching areas and parking for said launching area;
- e. An airstrip located on the PROPERTY;

DECLARANT may, within a period of five (5) years from the date of this DECLARATION, create additional COMMON AREAS from portions of the RESIDENTIAL PROPERTY or the COMMERCIAL AREAS, for the use and enjoyment of OWNERS with said additional COMMON AREAS to be used for the purpose of boat ramps, parking, airplane runway and/or such other purposes as DECLARANT may deem advantageous for the further enjoyment and enhancement of the PROPERTY.

8. "DECLARANT" shall mean Eagle Landing, Inc., a Texas corporation, having its principal place of business in Hughes Springs, Cass County, Texas.

9. "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

10. "LAKE" shall mean that lake known as Eagle Landing constituting a portion of the COMMON AREAS.

11. "LOT" shall mean and refer to any plot or tract of land shown as a numbered lot on any recorded subdivision plat of all or a portion of the PROPERTY.

12. "OWNER" shall refer to the person or persons who own fee simple title to a UNIT; the term OWNER shall not include any person or entity having an interest in a UNIT merely as security for the performance of an obligation. The ASSOCIATION, under no circumstances, shall be deemed an OWNER pursuant hereto. The OWNER of UNITS purchased through the Veterans Land Board of the State of Texas program shall be the veteran-purchaser who executes the Contract of Sale and Purchase with the Texas Veterans Land Board.

13. "RESIDENTIAL PROPERTY" shall mean all of the PROPERTY except for "COMMON AREAS" and "COMMERCIAL AREAS".

14. "UNIT" shall mean and refer to any LOT conveyed by DECLARANT to an OWNER; provided that, a UNIT may consist of more than one LOT if the OWNER of more than one LOT elects to treat all LOTS owned by him as one UNIT in accordance with the terms of Article IX hereof; provided, however, that the term UNIT shall not include a COMMERCIAL UNIT.

15. "PROPERTY" shall mean all of the 1588.599 acres of land described on Exhibit "A" attached hereto and incorporated herein and shall also include any property annexed pursuant to Article XIV HEREOF.

***AMENDMENT to Article I, Section 16 – Recorded at Vol. 806, Page 375, dated May 2, 1987.**

16. FORECLOSURE PURCHASER shall refer to any person or entity having acquired title to a UNIT at a foreclosure sale pursuant to the terms of an instrument creating the contractual lien upon such UNIT, or the Veterans Land Board pursuant to a forfeiture of a Contract of Sale and Purchase.

***AMENDMENT to Article I, Section 16, Paragraph a – Recorded at Vol. 843, Page 98, dated November 5, 1988.**

- a. FORECLOSURE PURCHASER shall further refer to any person or entity who acquires title to a UNIT by virtue of a Warranty Deed in Lien of Foreclosure.

ARTICLE II
GENERAL PROVISIONS, DEDICATION AND RESERVATIONS

1. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any of the PROPERTY shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

2. DECLARANT reserves the right to dedicate to the public use road and utility easements upon the RESIDENTIAL PROPERTY, COMMON AREA and COMMERCIAL AREAS; provided that, DECLARANT shall not have the right to relocate roads once they have been dedicated and accepted by Cass County

without the consent of OWNERS affected thereby and it is the intent of DECLARANT that wherever reasonably feasible, utility easements shall be located along roadways and lot lines. Further, DECLARANT reserves the right to create a road providing access to the PROPERTY from Texas Farm Road 161. The title conveyed to any of the PROPERTY shall not be held or construed to include title to any water, gas, electrical, telephone or television cable lines, poles, pipes, conduits or other appurtenances or facilities constructed by the DECLARANT or public utility companies upon, under, along, across or through such public utility easements and the right (but not the obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to DECLARANT, its successors and assigns. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, or governmental agency, including any water control or Utility District created by Article XVI, Section 59, of the Texas constitution governing the PROPERTY as well as other lands, public service corporations, or other parties, is hereby expressly reserved to the DECLARANT. Neither the DECLARANT, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the OWNER situated on any land covered by said utility easements. The DECLARANT, said utility companies and any such municipality or governmental agency shall have the right of ingress and egress upon and across the PROPERTY for the installation, construction, repair and maintenance of any of the said utilities.

ARTICLE III COMMON AREAS

1. DECLARANT shall establish the COMMON AREAS on the PROPERTY at the time DECLARANT records a subdivision plat of all or any portion of the PROPERTY or by the filing of a metes and bounds description of any of the COMMON AREAS in the Real Property Records of Cass County, Texas, and once COMMON AREAS are established on a recorded plat or designed by metes and bounds description in the Real Property Records of Cass County, Texas, they cannot be changed without the prior written consent of OWNERS entitled to cast two thirds of the votes of each class of OWNERS.

DECLARANT shall convey fee simple title to the COMMON AREAS to the ASSOCIATION at such time as DECLARANT may deem advisable but in no event later than at such time as two hundred (200) UNITS shall have been sold to OWNERS and the COMMON AREAS shall be conveyed subject only to the lien described in Exhibit B attached hereto and incorporated herein. All COMMON AREAS shall be deeded subject to the covenant, conditions and restrictions herein contained and subject to those exceptions and encumbrances set forth on Exhibit B attached hereto and incorporated herein.

2. Subject to the terms hereof, each OWNER and dependents and guests of each OWNER shall have a right and easement of use and enjoyment in and to the COMMON AREAS and such easement shall be appurtenant to and shall pass with the title to every UNIT; provided however, such easement shall not give to any such person the right to make alterations, additions or improvements to the COMMON AREAS.

3. The rights and easements in the COMMON AREAS are subject, however, to the following:
- a. The right of the ASSOCIATION to prescribe regulations governing the use, operation and maintenance of the COMMON AREAS (including limiting the number of guests of OWNERS):
 - b. Subject to the affirmative approval of OWNERS entitled to cast two thirds (2/3) of the votes of each class of OWNERS, the right of the ASSOCIATION, to borrow money for the purpose of improving the COMMON AREAS and facilities and to mortgage the COMMON AREAS;
 - c. The right of the ASSOCIATION, to suspend the voting rights of any OWNER AND TO SUSPEND THE RIGHT OF ANY INDIVIDUAL THE USE OF ANY OF THE common areas and/or common facilities for any period during which any assessment against a UNIT remains unpaid, and for any period not to exceed sixty (60) days for a infraction of its rules and regulations.

ARTICLE IV USE AND DESIGNATION OF COMMERCIAL AREAS

1. DECLARANT may establish COMMERCIAL AREAS by designation on a plat or plats recorded in the Plat Records of Cass County, Texas, or by the filing of a metes and bounds description thereof in said

records designating the property described as being a COMMERCIAL AREA. In addition, DECLARANT may establish a COMMERCIAL AREA AT THE INTERSECTION OF Texas State Highway 155 and Texas Farm Road 161, which area shall not exceed fifteen (15) acres and further may establish a COMMERCIAL AREA OF NOT TO EXCEED TEN (10) ACRES IN THE PROXIMITY OF THE EXISTING HANGAR NEXT TO THE AIRSTRIP, WHICH commercial area shall be limited to use for the development of hangars and/or storage of airplanes and other equipment, warehousing or personal property of OWNERS and operation of facilities designed to service the airstrip and persons and planes using the airstrip.

Further, DECLARANT may establish COMMERCIAL AREAS on that portion of the PROPERTY not included on a plat; provided that, said COMMERCIAL AREAS shall not exceed five percent (5%) of the PROPERTY not in Phase I.

2. None of the COMMERCIAL AREAS may be used for light or heavy industrial purposes. Except for any COMMERCIAL AREA designated at the intersection of Texas State Highway 155 and Texas Farm Road 161, none of the COMMERCIAL AREAS shall be used for a motel or hotel providing accommodation to overnight guests, or a dance hall, bar, or nightclub; provided that, COMMERCIAL AREAS may be used for a restaurant or eating facility whose primary purpose is the sale of food even though in conjunction therewith alcoholic beverages are served or are available.

3. All COMMERCIAL AREAS shall be subject to restrictions contained in Article XI hereof except for Subsections 1 and 3 thereof.

No COMMERCIAL OWNER and none of their customers, invitees or guests shall have a right to the use or enjoyment of the COMMON AREAS and COMMERCIAL OWNERS shall not be members of the ASSOCIATION nor shall the COMMERCIAL AREAS be subject to assessment by the ASSOCIATION. DECLARANT may change COMMERCIAL AREAS to RESIDENTIAL PROPERTY or to COMMON AREAS by filing a notice of such designation in the Real Property Records of Cass County, Texas, with said designation being irrevocable once made.

ARTICLE V MEMBERSHIP AND OWNERSHIP

1. DECLARANT and every OWNER shall automatically be members of the ASSOCIATION; however, COMMERCIAL OWNERS shall not be members of the ASSOCIATION.

2. It is specifically understood that a portion of the RESIDENTIAL PROPERTY may be sold to the State of Texas pursuant to the Veteran's Land Board of the State of Texas program. The State of Texas shall not be responsible for payment of the annual assessment provided for herein. Instead, the veteran contracting to purchase any UNIT from the State of Texas shall be considered a member of the ASSOCIATION, shall be personally responsible for payment of the annual assessment provided for herein and shall be entitled to cast all votes with respect to such UNIT. Execution of a Contract of Sale between a veteran and the Veteran's Land Board for the State of Texas for any UNIT shall signify that such veteran accepts, ratifies and will comply with terms of this DECLARATION. In the event that the State of Texas forfeits the contract of sale with a veteran neither the UNIT nor the State shall be liable for assessments past or present. However, when such UNIT is resold or placed under another contract of sale with the Veteran's Land Board of the State of Texas, the UNIT and the new OWNER shall thereafter be subject to assessments in accordance with the terms hereof.

3. Subject to the provisions of this Article V, each UNIT shall be owned by only one person or by two persons if they are husband and wife. An OWNER of a 100% interest in a UNIT may sell or transfer his interest in such UNIT at any time, whether during lifetime or at death, if the purchaser or transferee of 100% of the interest in such UNIT is either one person or two persons if they are husband and wife. An OWNER of an undivided fractional interest in a UNIT may sell or transfer, whether during lifetime or at death, his undivided fractional interest to the owner of another individual fractional interest and otherwise he may sell his undivided fractional interest only if all of the other OWNERS who own an undivided fractional interest in such UNIT join with such OWNER such that a 100% interest in such UNIT is sold or transferred to, or owned at the completion of the transfer or transfers by, one person or two persons if they are husband and wife; provided, however, an OWNER of a 100% interest in a UNIT, or an OWNER of an undivided fractional interest in a UNIT, may transfer his interest at death to such OWNER's spouse and/or to any one or more of his issue or to a trust for the benefit of such spouse and/or any one of more of his issue.

Any purported transfer in violation of this paragraph by an OWNER (including, but not limited to a transfer under the laws of descent and distribution which would, except for this Article V, vest ownership of an undivided fractional interest in a person or persons other than an OWNER's spouse or issue, and a transfer under a divorce decree or property settlement that would, except for this Article V, vest ownership in two persons who are no longer husband and wife) shall be void and ineffectual, and shall not operate to transfer any interest or title to any purported transferee.

For purposes of this Article V, the term "issue" means all descendants of whatever degree of the named ancestor, including descendants both by blood and by adoption, providing the adoption is by court proceedings, the finality of which is not questioned by the adopting person, and the term "spouse" means the person to whom an individual is married by a ceremonial marriage and from whom such individual is not divorced.

4. An OWNER may permit the use of a UNIT by immediate family members and guests accompanied by immediate family members. However, the use of UNITS and COMMON AREAS by guests may be regulated by the ASSOCIATION which may promulgate rules and regulations as to the number of guests which may be permitted at any one time. An OWNER may lease his UNIT, provided that such lease shall not be for a term shorter than six (6) months and during the term of said lease, the tenant under the lease shall be deemed to be the OWNER for purposes of use of the COMMON AREAS and the OWNER shall not have the right to the use of the COMMON AREAS except as a guest of the tenant subject to all of the rules and regulations of the ASSOCIATION with respect to guests. Although a UNIT is leased, the OWNER shall remain liable for the assessments and shall retain the right to vote in the ASSOCIATION.

***AMENDMENT to Article V, Section 5 – Recorded at Vol. 806, Page 375, dated May 2, 1987.**

5. It is specifically understood that the holder of a contractual lien upon any UNIT may purchase such UNIT at a foreclosure sale notwithstanding the provisions of Paragraph V (3). The FORECLOSURE PURCHASER shall not have the right to the use and enjoyment of the COMMON AREAS and the FORECLOSURE PURCHASER shall not be members of the ASSOCIATION if such FORECLOSURE PURCHASER does not meet the requirements of Article V (3). A transfer by the FORECLOSURE PURCHASER must be in compliance with Article V (3).

***AMENDMENT to Article V, Section 6 – Recorded at Vol. 843, Page 98, dated November 5, 1988.**

6. It is specifically understood that the holder of a contractual lien upon any UNIT may obtain title to a UNIT by virtue of a Warranty Deed in Lieu of Foreclosure of its lien and shall be referred thereafter as a FORECLOSURE PURCHASER. The FORECLOSURE PURCHASER shall not have the right to the use and enjoyment of the COMMON AREAS and the FORECLOSURE PURCHASER shall not be a member of the ASSOCIATION if such FORECLOSURE PURCHASER does not meet the requirements of Article V (3). A transfer by the FORECLOSURE PURCHASER must be in compliance with Article V (3).

ARTICLE VI
VOTING RIGHTS

1. The ASSOCIATION shall have two classes of voting:

Class A. Class A OWNERS shall be all OWNERS except DECLARANT and each shall be entitled to one vote for each UNIT owned by an OWNER. When more than one person holds an interest in a UNIT, all such persons shall be members of the ASSOCIATION but the vote for such a UNIT shall be exercised as they determine among themselves, but in no event shall there be more than one vote cast with respect to any UNIT.

Class B. The Class B OWNERS shall be the DECLARANT and DECLARANT shall be entitled to three (3) votes for each acre of RESIDENTIAL PROPERTY owned by it. The Class B membership shall cease and be converted to Class A membership at such time as DECLARANT has sold three hundred and seventy five UNITS to OWNERS or at such time as DECLARANT notifies the ASSOCIATION, in writing, of its election to terminate the Class B membership. Upon termination of Class B Membership DECLARANT shall become a Class A member with one vote for each LOT owned by DECLARANT and with respect to any portion of the PROPERTY not yet shown as a LOT on a recorded plat, DECLARANT shall be entitled to one vote per acre for unplatted PROPERTY.

2. An OWNER may cast an eligible vote in person or by proxy at any meeting of the ASSOCIATION.

3. No cumulative voting shall be permitted.
4. Any action of the ASSOCIATION or any consent or approval of the ASSOCIATION may be taken or deemed given if agreed to in writing by OWNERS entitled to cast the number of votes necessary to approve such action or to grant such consent or approval whether or not a meeting has been held or called.
5. Except as specifically set forth in this DECLARATION, notice, voting and quorum requirements for all actions to be taken by the ASSOCIATION shall be as set forth in its Articles of Incorporation and By-laws, as same may be amended from time to time.

ARTICLE VII POWERS OF THE ASSOCIATION

The ASSOCIATION shall have the following powers which are exercisable within its sole discretion:

1. To enforce this DECLARATION either in its own name or in the name of any OWNER.
2. To maintain all COMMON AREAS and the facilities owned by the ASSOCIATION, and to promulgate such rules and regulations as it may deem advantageous for the use and enjoyment of the COMMON AREAS.
3. To authorize the BOARD to borrow money on behalf of the ASSOCIATION; provided that the borrowing of funds is approved and sanctioned by OWNERS entitled to cast two thirds (2/3) of the votes of both classes of the OWNERS.
4. To construct and maintain improvements on the COMMON AREA.
5. To hire a manager to manage the affairs of the ASSOCIATION to the extent deemed desirable by the BOARD and to employ such other personnel as the BOARD determines to be necessary or desirable for the operation of the ASSOCIATION.
6. To expend its funds for the above-mentioned purposes and for such other purposes as said ASSOCIATION acting through its BOARD may deem advisable for the general welfare of the OWNERS.
7. To enhance the LAKE, which right includes the right to stock the LAKE with fish and to maintain the LAKE in such manner as to produce good fishing from said LAKE and the right to cultivate and enhance other wildlife in the COMMON AREAS.
8. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the ASSOCIATION or the COMMON AREAS. The ASSOCIATION shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
9. To obtain and maintain in effect policies of insurance adequate, in the opinion of the BOARD, in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include fire and extended coverage insurance on all improvements, bodily injury and property damage, liability insurance, worker's compensation insurance and such other insurance, including indemnity and other bonds, as the BOARD shall deem necessary.
10. To make, establish, promulgate, and in its discretion to amend or repeal and re-enact, such rules and regulations, not in contradiction of this DECLARATION, as it deems proper covering any and all aspects of its functions, including the use and occupancy of the COMMON AREAS and to interpret the terms of this DECLARATION. Each OWNER shall be entitled to examine such rules and regulations at any time during normal working hours at the principal office of the ASSOCIATION.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

1. *Creation of the Lien and Personal Obligation of Assessment.* By purchase of a UNIT each OWNER is deemed to covenant and agree to pay to the ASSOCIATION annual assessments or charges, special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and individual special assessments levied against individual OWNERS to reimburse the ASSOCIATION for extra costs for maintenance and repairs caused by the willful or negligent act of an OWNER or his tenants, guests or invitees. Each such assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the OWNER at the time when the assessment is due, and shall also constitute a charge on and shall be a continuing lien upon each UNIT against which such assessment is made.

2. *Purpose of Assessments.* The purpose of the assessments levied by the ASSOCIATION shall be for the enforcement of these covenants, conditions and restrictions, to permit the ASSOCIATION to carry out and to exercise those powers and duties conferred upon the ASSOCIATION herein, to promote the recreation, health, safety and welfare of the residents of the PROPERTY and for the improvement and maintenance of the COMMON AREAS.

3. *Uniform Rate.* Both annual and special assessments shall be fixed, determined and collected by the BOARD at a uniform rate for each UNIT; provided that, all UNITS and acreage owned by DECLARANT shall be assessed pursuant to Article VII, 4(d) hereof.

4. *Maximum Annual Assessment.*

- a. Effective January 1 of the year immediately following the conveyance of the COMMON AREAS to the ASSOCIATION, the Board may establish an annual assessment of no more than NINETY DOLLARS (\$90.00) per UNIT.
- b. January 1 of the year immediately following the year in which the first assessments are established and in each year thereafter, the Board may increase the annual assessment applicable to the year commencing that January 1 by not more than 10% above the maximum annual assessment for the previous year without a vote of the OWNERS.
- c. The maximum annual assessment may be increased by more than 10% in any year if approved by a vote of two thirds (2/3) of each class of OWNERS of the ASSOCIATION who are voting in person or by proxy, at a meeting duly called for this purpose.
- d. DECLARANT shall pay assessments as provided herein with respect to any LOT owned by it which has been designated as a LOT on a plat recorded in the Real Property Records of Cass County, Texas. With respect to any portion of the Residential Property which has been not so designated as a LOT, DECLARANT shall pay \$2.00 per acre for each acre of RESIDENTIAL PROPERTY owned by DECLARANT on the first day of the year that assessments commence and on the first day of each year thereafter.
- e. Unless and until otherwise set by the BOARD in accordance with the provisions hereof, the annual assessment for any year shall be at the same rate and amount as the preceding year.
- f. Any UNIT previously owned by DECLARANT and assessed accordingly which is sold to an OWNER shall automatically become subject to the rate assessed other OWNERS as of January 1 of the year immediately following the year of acquisition; provided that, such assessment shall be payable only if and when assessments are otherwise accruing pursuant hereto.

5. *Date of Commencement of Annual Assessments.* The BOARD shall fix the amount of the annual assessment against each UNIT at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the BOARD. The ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the ASSOCIATION setting forth whether the assessments on a specified UNIT have been paid. A properly executed certificate of the ASSOCIATION as to the status of assessment on a UNIT is binding upon the ASSOCIATION as of the date of its issuance.

6. *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the COMMON AREAS, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of OWNERS entitled to cast two thirds (2/3) of the votes of each class of OWNERS. Such special assessment, if unpaid, shall be null and void as a lien upon such UNIT in the event of a forfeiture by the Veterans Land Board of the State of Texas to such UNIT, or if such special assessment is levied during the time that said UNIT is in the state of forfeiture.

7. *Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.* Annual assessments shall be due and payable on or before the 1st day of January of each calendar year unless otherwise established by the BOARD and special assessments and individual special assessments shall be due when indicated by the BOARD. If any assessment or any part thereof is not paid within thirty (30) days of its due date, it shall, together with interest at the lesser of the prime interest rate published in the Wall Street Journal on the 1st weekday of the year that said interest shall

initially accrue or the maximum rate allowed by law and cost of collection thereof including reasonable attorney's fees incurred and court costs, thereupon becoming a continuing lien on the UNIT of the non-paying OWNER which shall bind such unit in the hands of the OWNER, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the OWNER to pay such assessments, however, shall remain his personal obligation and the lien for unpaid assessments shall be unaffected by any sale or assignment of a UNIT and shall continue in full force and effect except as otherwise provided in Article V, paragraph 2, hereof. No OWNER may waive or otherwise escape liability for the assessment provided herein by non-use of the COMMON AREAS or abandonment of his UNIT. If an assessment is not paid within thirty (30) days of its due date, the ASSOCIATION may, at its election, acting by its BOARD, deny access to the COMMON AREAS to said OWNER, and/or bring an action of law against the OWNER personally obligated to pay the same in order to enforce payment and/or to foreclose the lien again the UNIT subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

8. *Subordination of the Lien to Mortgages.* The lien securing the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the UNITS subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such UNITS from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment except as otherwise provided in Article V, paragraph 2, hereof.

ARTICLE IX LIMIT ON UNITS AND UNIT DESIGNATION

1. There shall not exist more than 750 UNITS on the PROPERTY; provided that, if any of the UNITS subject to paragraph 3 of this Article IX are subdivided pursuant to the terms of said provision so that said UNITS become two UNITS they shall nevertheless be counted as one UNIT for purposes of this limitation.

***AMENDMENT to Article IX, Section 2 – Recorded at Vol. 843, Page 97, dated November 5, 1988.**

~~2. Any OWNER other than DECLARANT who acquires more than one LOT shall be deemed to have elected to have each LOT treated as a separate UNIT for all purposes of this Declaration unless the deed from DECLARANT to Owner established the number of UNITS as being less than the total number of LOTS being conveyed or unless said OWNER makes an election in writing filed with the Association and in the Real Property Records of Cass County, Texas electing to have one or more LOTS owned by such OWNER designated as a single UNIT. OWNER can make this election only with respect to contiguous LOTS. If an OWNER elects to have more than one contiguous LOT, designated as a single UNIT for purposes of this Declaration, the UNIT made up of two or more LOTS shall be subject to one assessment as a UNIT and the Owner thereof shall have one vote for that UNIT regardless of how many LOTS comprise the UNIT. However, by designating more than one LOT as a single UNIT, the OWNER agrees that that UNIT cannot thereafter be subdivided nor can the individual LOTS making up the UNIT be sold to separate OWNERS but for all purposes thereafter all of the LOTS comprising the UNIT must be treated and sold together as if they were one LOT. If an OWNER does not elect to treat continuous LOTS as a single UNIT each LOT shall be a UNIT and shall be subject to an assessment as provided herein and the OWNER shall be entitled to one vote for each such LOT.~~

2. Any OWNER other than DECLARANT who acquires more than one LOT shall be deemed to have elected to have each LOT treated as a separate UNIT for all purposes of this DECLARATION unless the deed from DECLARANT to OWNER establishes the number of UNITS as being less than the total number of LOTS being conveyed or unless said OWNER makes an election in writing filed with the ASSOCIATION and in the Real Property Records of Cass County, Texas, electing to have one or more LOTS owned by such OWNER designated as a single UNIT. OWNER can make this election only with respect to contiguous LOTS. If an OWNER elects to have more than one contiguous LOT designated as a single UNIT for purposes of this DECLARATION, the UNIT made up of two or more LOTS shall be subject to one assessment as a UNIT and the OWNER thereof shall have one vote for that UNIT regardless of how many LOTS comprise the UNIT. However, by designating more than one LOT as a

single UNIT, the OWNER agrees that that UNIT cannot thereafter be subdivided unless the tract consists of five or more acres. The OWNER further agrees that the LOTS making up the UNIT cannot be sold to separate OWNERS but for all purposes thereafter all of the LOTS comprising the UNIT must be treated and sold together as if they were one LOT unless the UNIT consists of five (5) or more acres. If an OWNER does not elect to treat contiguous LOTS as a single UNIT, each LOT shall be a UNIT and shall be subject to an assessment as provided herein and the OWNER shall be entitled to one vote for each such LOT. In the event the UNIT consists of five (5) or more acres, it may be subdivided one time only pursuant to the Article IX, Section 3, of the Declaration of Covenants, Conditions and Restrictions of Eagle Landing, Inc., as amended from time to time.

***AMENDMENT to Article IX, Section 3 – Recorded at Vol. 806, Page 375, dated May 2, 1987.**

~~3. Any UNIT consisting of ten acres or more may be subdivided into not more than two separate UNITS, provided that, neither of the subdivided UNITS shall contain less than one (1) acre. In order to subdivide a ten acre UNIT pursuant hereto, the OWNER shall file a metes and bounds description or a plat in the Real Property Records of Cass County, Texas setting out the boundaries of each subdivided UNIT and shall also deliver a copy thereof to the ASSOCIATION. After said Subdivision, each subdivided UNIT shall be considered to be a separate UNIT for all purposes hereof. Each such UNIT shall be subject to separate assessment and each such UNIT shall be entitled to one vote.~~

3. Any UNIT consisting of five acres or more may be subdivided into not more than two separate UNITS; provided that, neither of the subdivided UNITS shall contain less than one (1) acre. In order to subdivide a UNIT pursuant hereto, the OWNER shall file a metes and bounds description or a plat in the Real Property Records of Cass County, Texas, setting out the boundaries of each subdivided UNIT and shall also deliver a copy thereof to the ASSOCIATION. After said subdivision, each subdivided UNIT shall be considered to be a separate UNIT for all purposes hereof. Each such UNIT shall be subject to separate assessment and each such UNIT shall be entitled to one vote.

4. Except for LOTS contiguous to the LAKE, DECLARANT agrees that it will not create any LOTS on the PROPERTY which are less than one acre.

5. DECLARANT shall have the right to make such changes in the boundaries, location, size and shape of LOTS as it deems desirable; provided that any such change shall not affect the boundaries or beneficial use of any UNIT conveyed to an OWNER and shall conform to all of the provisions and requirements of this DECLARATION.

ARTICLE X
ARCHITECTURAL COMMITTEE

The BOARD may appoint an ARCHITECTURAL COMMITTEE composed of three (3) or more representatives. Said ARCHITECTURAL COMMITTEE or the ASSOCIATION must approve the plans and location of any dock, pier or boathouse to be constructed in connection with UNITS contiguous to the LAKE, and any fences, retainage walls and other matters which are subject to the approval of the ASSOCIATION or the ARCHITECTURAL COMMITTEE pursuant to the terms hereof. The ARCHITECTURAL COMMITTEE may set rules and regulations governing all matters which are subject to its review or approval and make all decisions delegated to it in accordance with this Article X or pursuant to or as set forth in any other provision of this DECLARATION.

A copy of the plans and specifications for any structure, building, dock, pier, boathouse, fence, retainage wall or other matter which requires the approval of the ARCHITECTURAL COMMITTEE shall be furnished to the ARCHITECTURAL COMMITTEE at the address set forth in paragraph 3 of Article XIV. In the event that the ARCHITECTURAL COMMITTEE fails to approve or disapprove said plans and specifications within thirty (30) days after the submission thereof said plans and specifications shall be deemed to have been approved. Neither the members of the ARCHITECTURAL COMMITTEE nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of actions taken by the ARCHITECTURAL COMMITTEE pursuant to the terms hereof. Whenever it deems appropriate, the ARCHITECTURAL COMMITTEE may hire professionals to

assist it in performing its responsibilities hereunder and all costs incurred by the ARCHITECTURAL COMMITTEE in performing said responsibilities shall be paid by the ASSOCIATION.

ARTICLE XI
USE RESTRICTIONS AND OBLIGATION

1. *Non-Commercial Use.* No part of the PROPERTY shall be used for any commercial purpose, except for those portions specifically described herein as COMMERCIAL AREA. Nothing herein, however, shall be construed to prevent an OWNER from engaging in raising of fruit, vegetables, orchards, gardens or rendering professional services of a purely personal nature as long as services do not attribute to a UNIT or any improvements thereon any appearance of a commercial use. Horse raising and breeding, subject to sub-section 7(a) of this Article, are, for the purposes of these restrictions, not considered to be of a commercial nature.

2. *Subdividing.* There shall be no subdividing of a UNIT other than as permitted in paragraph 3 of Article IX.

3. *Buildings Permitted*

***AMENDMENT to Article XI, Section 3, Paragraph a – Recorded at Vol. 886, Page 418, dated October 12, 1990.**

~~a. All UNITS shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any UNIT except with the approval of the ARCHITECTURAL COMMITTEE other than one detached single family dwelling, with the exception of those UNITS contiguous to the airfield, which may have an airplane hangar erected on such UNIT which hangar shall be approved by the ARCHITECTURAL COMMITTEE.~~

a. All UNITS shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any UNIT, except with the approval of the ARCHITECTURAL COMMITTEE, other than one detached single family dwelling, except that an airplane hangar may be erected on those UNITS contiguous to the airfield, which hangar shall be approved by the ARCHITECTURAL COMMITTEE. No building shall be erected, altered, placed or permitted to remain on any unit until the details, plans and specifications have been approved by the ARCHITECTURAL COMMITTEE. Any single-family dwelling constructed on a lakefront or lakeview lot shall have a minimum of 1000 square feet of living area.

b. All dwellings shall be constructed of brick, stone, masonry or wood. Any other materials to be used in the outer construction of dwellings must have the approval of the ARCHITECTURAL COMMITTEE. All buildings and structures shall be completed within one hundred eighty (180) days from the commencement of the construction thereof.

c. No houses more than two years old may be moved onto a UNIT or COMMERCIAL UNIT unless approval is given by the ARCHITECTURAL COMMITTEE.

d. No unpainted sheet metal or fiberglass structures shall be placed on a UNIT or COMMERCIAL UNIT.

e. No tent or temporary structure of any character may be constructed, maintained, or permitted to remain on any UNIT or COMMERCIAL UNIT, other than for camping on a UNIT for a period no longer than seventy-two (72) hours. Camping and recreational vehicles may not remain upon a UNIT for more than fifteen (15) days out of any calendar month.

f. No buses, tents, shacks, railroad box cars or other similar dwellings shall be permitted upon the PROPERTY. No improvements for human habitation shall be permitted which do not include bathroom facilities and septic systems.

g. No manufactured homes or mobile homes shall be permitted upon any UNIT except in those areas which DECLARANT may designate on a lot of a portion of the PROPERTY recorded in the Plat Records of Cass County, Texas, as areas where manufactured homes or mobile homes are permitted and only if the deed from DECLARANT to the first OWNER expressly permits the location of a manufactured or mobile home on the UNIT conveyed by such deed. DECLARANT shall have the right at any time to amend any plat to disallow mobile or

manufactured homes on UNITS which have not already been sold to an OWNER. Any manufactured home or mobile home permitted hereunder shall contain a minimum of 700 square feet of interior floor space and shall be skirted or underpinned within ninety (90) days after said structure is placed upon a UNIT with materials consisting of brick, stone, masonry, or wood. All mobile homes and manufactured homes shall have an attached porch or deck constructed of treated wood, and containing at least 100 square feet of floor space. All such decks or porches shall be maintained in a good state of repair. No manufactured home or mobile home shall be less than fourteen feet wide or more than two (2) years of age at the time said manufactured home or mobile home is moved on to the PROPERTY.

- h. DECLARANT may also designate areas of the RESIDENTIAL PROPERTY, prior to sale of any UNIT within the area so designated, which shall have additional restrictions and requirements as to the type of housing permitted in the designated area including, but not limited to, additional square footage requirements; provided that, such requirements must be at least as restrictive as the requirements contained in this DECLARATION.
- i. Any house constructed on a pier and beam foundation must be underpinned with the same materials required to underpin a mobile home or manufactured home herein unless approved by the ARCHITECTURAL COMMITTEE.

5. *Lake Units.*

- a. No timber having a diameter at breast height (D.B.H.) of 10" or more shall be cut within twenty-five (25) feet of the LAKE unless permitted in the deed from DECLARANT or unless approved by the ARCHITECTURAL COMMITTEE. Trees may be removed within said twenty-five-foot area for purposes of ingress and egress to and from the LAKE with said pathway to be no more than twelve feet in width.
- b. UNITS contiguous to the LAKE shall have control of the land to the edge of the LAKE wherever it may be from time to time. Each OWNER of a UNIT contiguous to the LAKE shall have the right to construct a dock, pier or boathouse which may extend up to forty feet (40) beyond the LAKE edge when the LAKE is at spillway level, if said dock, pier or boathouse has been approved by the ARCHITECTURAL COMMITTEE.

6. *Fences.*

- a. There shall be no fences within 100 feet of the LAKE.
- b. Fencing and retainage walls on UNITS of 5 acres or less must be approved by the ARCHITECTURAL COMMITTEE.
- c. No trees shall be used as fence posts for the purpose of building fences and no wire can be attached to any trees.
- d. Any fences which front on Texas State Highway 155 or Texas Farm Road 161 or Rhyne's Ridge Road between 155 and the airstrip shall be subject to approval by the ARCHITECTURAL COMMITTEE.

7. *Animals.*

- a. Horses and cattle may be kept and maintained on a UNIT in numbers not to exceed one (1) animal per one (1) acre of land in said UNIT.
- b. No swine, commercial livestock, commercial kennels or commercial poultry operation shall be permitted.
- c. The ASSOCIATION may promulgate such rules and regulations concerning pets and animals as the ASSOCIATION may deem advantageous for the enjoyment and safety of the UNITS.

8. *Sanitation and Sewage.* No outside toilets shall be permitted and, except with the prior approval of the ARCHITECTURAL COMMITTEE, all septic tanks located on the PROPERTY shall have a minimum capacity of seven hundred (700) gallons and shall have two hundred fifty (250) feet of field line – four inches in diameter or more, which line shall run on grade and shall be installed in ditches two (2) feet or wider containing seven yards of slag or washed gravel per one hundred feet of line. No septic tank or field lines shall be permitted to empty into a stream or spring located on the PROPERTY. In addition, the ARCHITECTURAL COMMITTEE shall have the power to adopt other requirements to the extent it deems necessary or desirable because of the configuration of a particular LOT or otherwise to protect the natural habitat and the purity of the LAKE. Under no circumstances shall any sewage system allow raw sewage to be deposited into the LAKE or onto the surface of the ground, and all such systems shall be installed in conformance with the laws of the State of Texas, and of Cass County and all other governmental rules

and regulations. All other sewer or sanitation systems and any deviation from the requirements hereof shall be subject to approval of the ARCHITECTURAL COMMITTEE.

9. *Nuisance.* No OWNER shall permit the use of his lot to constitute a nuisance. Noxious, obnoxious, noisy, unsightly or otherwise offensive objects or activities specifically including vehicle repairs and littering, shall not be permitted, nor shall anything be permitted that may be an unreasonable annoyance or nuisance to other OWNERS.

10. *Hunting.* All of the PROPERTY shall be designated as a game preserve. No hunting of any kind will be permitted and no firearms, explosives, fireworks or arrows shall be used, shot or discharged except in such areas as may be designated by the ASSOCIATION for such use, shooting or discharge.

11. *Lake Usage.*

- a. No water skiing or jet skis will be permitted at any time upon the LAKE.
- b. Boats shall not be driven at a speed in excess of 10 M.P.H. upon the LAKE.
- c. No dumping of any materials is permitted into the LAKE.
- d. No stationary rafts shall be permitted on the LAKE unless approved by the ARCHITECTURAL COMMITTEE.
- e. No trotlines shall be permitted on the LAKE and no netting or commercial fishing shall be allowed.
- f. No boats shall be launched from a trailer except from boat launching areas located on the COMMON AREAS.

12. *Roads.* All roads as designated on a recorded plat of all or a portion of the PROPERTY shall be dedicated to the public.

13. *Trucks.* No trucks larger than one (1) ton shall be permitted to be parked overnight upon a UNIT.

14. *Setback Locations.* The setback lines for each UNIT shall be governed by the plat on record for each UNIT unless otherwise provided in the deed from the DECLARANT to the OWNER. Side yard setbacks shall be twenty-five (25) feet unless otherwise provided in the deed from the DECLARANT. The ARCHITECTURAL COMMITTEE shall have the authority to vary setback requirements.

15. *Irrigation.* No irrigation of any kind will be permitted from the LAKE, or any creek or any other body of water that is located on the PROPERTY; provided that, the ASSOCIATION shall have the right to use water from the LAKE to irrigate the COMMON AREAS.

16. *Water System.* The water system serving the PROPERTY shall be owned by DECLARANT, its successors and assigns.

17. *Harvesting of Timber.* Timber removed from any UNIT shall be removed by a buncher feller. Timber sold for commercial purposes shall be marked by a registered professional forester approved by DECLARANT or the ASSOCIATION and shall not be sold less than 12" in diameter at breast height (D.B.H.). However, OWNER shall have the right to selectively thin pulpwood size timber to enhance the growth of remaining timber. Such thinning shall be under the supervision of a professional forester but under no circumstances shall any clear cutting be permitted nor shall more than fifty percent (50%) of the timber be removed from any UNIT. The name of the graduate professional forester shall be submitted to the DECLARANT or the ASSOCIATION and approval or disapproval shall be given within ten (10) days of such submission. Failure to approve or disapprove within such ten-day period shall be deemed to be an approval by the DECLARANT or the ASSOCIATION. If the DECLARANT or the ASSOCIATION disapproves a forester submitted to it, the DECLARANT or the ASSOCIATION shall provide the names of three foresters within a one-hundred-mile radius of whom they do approve to select from. No approval is required for the removal of timber for driveways, houses, yards or gardens, provided the area to be cleared does not exceed one acre of land or 70% of the size of the UNIT, whichever is smaller.

18. *Garbage.* All refuse, rubbish, trash, garbage or waste shall be kept, disposed of or removed in a sanitary manner. All household refuse and rubbish, trash, garbage or waste shall be kept in closed containers and shall be removed from the PROPERTY at least once a month. Non-household refuse, rubbish, trash, garbage or junk, other than dead leaves and fallen limbs, shall not be permitted to remain exposed on a UNIT.

19. *Units Adjacent to Public Roads.*

- a. OWNERS of UNITS contiguous to public roads other than Texas Farm Road 161 and Texas State Highway 155 may use such public roads for purposes of ingress and egress; however, easements may not be granted over any UNIT for ingress and egress by the OWNERS of UNITS not fronting on such road, except that UNITS sold through the Veterans Land Board of the State of Texas and subsequently divided into two UNITS as provided for herein, either of

such subdivided UNITS may obtain ingress and egress over the other portion of the UNIT within the said original UNIT purchased through the Veterans Land Board of the State of Texas.

- b. OWNERS of UNITS contiguous to Texas Farm Road 161 and Texas State Highway 155 may not use said roads for purposes of ingress and egress to and from their UNITS. Access for COMMERCIAL AREAS may be obtained from the Right-of-Way of Texas Farm Road 161 and Texas State Highway 155; however, easements may not be granted over such COMMERCIAL AREAS for ingress and egress from UNITS to such public roads.
- c. OWNERS of UNITS contiguous to Texas Farm Road 161, Texas State Highway 155 or Rhyne Ridge Road from Texas State Highway 155 to the Airfield may not cut timber within seventy-five (75) feet of said roads without prior approval of the ARCHITECTURAL COMMITTEE, and said seventy-five (75) foot area shall remain in a natural state.

20. *Fires.* Any outdoor fire shall be built in a safe manner. All fireplaces, whether inside a building or outdoors, shall have an operationally approved spark screen covering the top of the chimney. No condition which creates a fire hazard shall be permitted on a UNIT.

21. *Church Lots.* DECLARANT may sell UNITS to be used for church purposes and improvement of COMMON AREAS from property located within 1000 feet of Texas State Highway 155. However, the OWNERS of said UNITS shall not be members of the ASSOCIATION, shall not be entitled to the use of COMMON AREAS, and shall be exempt from assessments.

22. *Strip Mining.* There shall be no strip mining of gravel or other surface minerals from a UNIT except that DECLARANT may remove gravel for road purposes and improvements to COMMON AREAS from the PROPERTY which it owns.

23. *Signs.* No signs of any character shall be allowed on any UNIT except one sign of not more than five (5) square feet advertising the UNIT for sale or rent; provided, however, that DECLARANT and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to signs, offices, storage areas and model units.

24. *Airfield.* OWNERS of UNITS contiguous to the airfield, may place airplane hangars on such UNITS if such hangars are approved by the ARCHITECTURAL COMMITTEE. The Airfield shall only be used by persons entitled to use the COMMON AREAS and the ASSOCIATION shall be permitted to charge fees to an OWNER and any guest who uses the airfield for use of the airfield.

25. *Drainage.* Neither construction nor any other activity on any UNIT shall substantially interfere with the natural drainage of water over and across the UNIT nor shall significantly divert the flow of water over and across the UNIT unless said interference or diversion has been approved by the ARCHITECTURAL COMMITTEE in writing. All streams or springs located on any portion of the PROPERTY shall be left in their natural state in order to preserve the purity and level of the LAKE.

26. *No Fees.* There shall be no fees charged to OWNERS or their families for use of the COMMON AREAS other than the airfield.

27. *No Communes or Timesharing.* No commune, cooperative or similar type of living arrangement and no timeshare arrangements shall be permitted.

ARTICLE XII REPAIR AND MAINTENANCE OBLIGATIONS OF OWNERS

Each OWNER shall be responsible, at his sole cost and expense, for maintaining, repairing, replacing and keeping in reasonably presentable condition all portions of any improvements located on his UNIT including, but not limited to, all residences, docks, piers, boathouses, outbuildings and fences.

In the event that any OWNER shall fail to so maintain or repair any improvements on his UNIT within a reasonable time after notice from the ASSOCIATION that said improvements have not been maintained, repaired, restored or kept in accordance with the provisions of this DECLARATION, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, the ASSOCIATION shall have the right to enter upon any UNIT to cause the improvements to be repaired, maintained, restored or removed and each OWNER hereby covenants and agrees to repay to the ASSOCIATION the cost thereof immediately upon demand. Failure of any such OWNER to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE XIII
DURATION AND AMENDMENT

The covenants, conditions and restrictions of this Declaration shall run with and bind the PROPERTY, for a term of twenty (20) years from the date this DECLARATION is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument executed by OWNERS entitled to cast a majority of the votes of the ASSOCIATION is recorded, agreeing to abolish this DECLARATION in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change. This DECLARATION may be amended during the first twenty- year (20) period by an instrument signed by not less than the OWNERS entitled to cast ninety percent (90%) of the votes of both classes of the ASSOCIATION, and thereafter by an instrument signed by not less than the number of OWNERS entitled to cast seventy-five percent (75%) of the votes of both classes of the ASSOCIATION; provided that, DECLARANT shall have the power to amend this DECLARATION to conform to any requirements established by the Department of Housing and Urban Development of the United States for compliance with the Interstate Land Sales Act and/or comply with the requirements for the interstate sales exemption permitted under the Interstate Land Sales Act. Any Amendment must be recorded.

ARTICLE XIV
ANNEXATION

There shall be no additional property which shall become subject to the terms and conditions of this DECLARATION except that DECLARANT may add property which is contiguous to the PROPERTY or PROPERTY which is separated only by a public road within three (3) years of the recording of this DECLARATION. Any property added to this DECLARATION shall be subject to all of the covenants, conditions and restrictions herein contained. Further, even though additional property is added to the DECLARATION only seven hundred fifty (750) UNITS shall be allowed to have access to the LAKE and the COMMON AREAS except as otherwise provided herein.

ARTICLE XV
GENERAL PROVISIONS

1. *Enforcement.* The ASSOCIATION, or any OWNER, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this DECLARATION. Failure by the ASSOCIATION or by any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. *Notices.* Any notice required to be given to any member or OWNER under the provisions of this DECLARATION shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as member or OWNER on the records of the ASSOCIATION at the time of such mailing. Any notice or copies of any plans or specifications to be furnished to the ASSOCIATION or the ARCHITECTURAL COMMITTEE shall be furnished to it by personal delivery to an officer of the ASSOCIATION or mailed by certified mail to Post Office Box 1329, Hughes Springs, Texas 75656 or to such other address as established by written notice thereof furnished to each OWNER.

4. *Disputes.* Matters of dispute or disagreement between OWNERS with respect to interpretation or application of the provisions of this DECLARATION or the By-Laws, shall be determined by the BOARD, which determination shall be final and binding upon all OWNERS.

5. All OWNERS agree that all legal actions brought by or against the ASSOCIATION or any action brought in connection with this DECLARATION shall be brought in the District Court of Cass County, Texas, which court shall have jurisdiction and serve with respect thereto.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be executed this 4th day of April, 1985.

EAGLE LANDING, INC.

 [SIGNED]
By: Buck Florence, President

 [SIGNED]
By: Rhyne Simpson. Jr.

NOTARIALS WERE INTENTIONALLY OMITTED.

EXHIBIT "A" for DECLARATION OF COVENANTS
AND RESTRICTIONS FOR EAGLE LANDING, INC.

All that certain 1270.80 acre tracts of land in the David Frazier Survey, A-360, the J.W.P. McKenzie Survey, A-750, the James Alley Survey, A-7, the J.J. McClosky survey, A-716, the George W. Morris Survey, A-706, and the James Wood Survey, A-1105, Cass County, Texas. Being all the land south of the county road off a 1558.599 acre tract.

BEGINNING AT: A chromed shaft in the East line of the Alley Survey and on the Southwest corner of the Frazier Survey for an ell corner of this described tract and the Northwest corner of the Wood Survey. A Pine marked X, bears S 85° W. 12.6 ft., another Pine marked X bears N 45° W, 7.1 ft.;

THENCE: S 00° 55' 35" W, along the Survey line, 1107.69 ft. to an Iron Rod in the Northwest Right-of-Way line of Texas Highway No. 155 for the most Southerly Southeast corner. A Pine marked X, bears S 45° E, 6.4 ft., an Elm marked X, bears S 40° W, 6.7 ft. a round Concrete Monument with 1965 cent set in its top (out of position) bears 70° 10' 34" W, 8.24 ft.;

THENCE: Along the Right-of-Way line of Highway No. 155; curve right, chord = S 75° 49' 09" W, 261.62 ft. arc = 261.66 ft. to a Concrete Monument at the intersection of the Northeast Right-of-Way line of Texas Farm Road No. 161 for the most Southerly Southwest corner.

THENCE: N. 54° 59' 38" W, 289.91 ft. to a point in the East Boundary Line of Farm Road 161 for a corner;

THENCE: Along the Right-of-Way line of Highway No. 161; N 08° 46' 40" W, 449.16 ft.

Curve Left, chord = N 24° 47' 07" W, 828.45 ft., arc = 840.22 ft.

N 42° 04' 21" W, 210.62 ft.

Curve left, chord = N 53° 06' 49" W, 230.12 ft., arc = 230.82 ft.

N 57° 25' 54" W, 481.53 ft.

N 61° 23' 04" W, 300.67 ft.

N 57° 34' 13" W, 225.91 ft.

Curve right, chord = N 45° 51' 37" W, 744.25 ft., arc = 754.55 ft.

N 24° 43' 08" W, 365.03 ft.

N 22° 56' 22" W, 520.51 ft.

N 25° 52' 27" W, 41.49 ft. to an Iron Rod in the North line of the Alley Survey for the most Westerly Northwest corner. A triple Sweetgum marked X, brs. N 80° E, 20.8 ft., a Pine marked X, bears South, 3.2 ft.

THENCE: S 89° 08' 07" E, along the Survey line, 1451.88 ft., to an Iron Rod for an ell corner, the Southeast corner of the Amos Ury Survey, Abstract 1060, the Southwest corner of the McClosky Survey. A Red Oak marked X, bears N 45° W, 13.2 ft.

THENCE: North 00° 54' 39" East 2861.28 ft. to a planted rock.

THENCE: North 00° 20' 14" East at 394.92 ft. past the Northeast Corner of the Ury Survey and an Ell corner of the McKenzie Survey, a total distance of 1734.53 ft. to an iron rod at fence corner for an intermediate Northwest corner.

THENCE: South 88° 19' 39" East, 1549.82 ft. to an iron rod in the East line of the McKenzie Survey, and the West line of the Frazier Survey for al ELL corner;

THENCE: N 00° 48' 50" E, along the Survey line, 312.03 ft. to an iron rod for an intermediate Northwest corner. A pine mrk. X, brs. South, 18.0 ft.

THENCE: South 89° 47' 53" E, 811.34 ft. to an iron rod for an ELL corner. A pine mrk. X, brs. North 40° East, 18.0 ft., another pine mrk. X, brs. North 28° West, 28.2 ft.

THENCE: North 02° 33' 58" West, 416.77 ft. to a Railroad spike in road for a corner.

THENCE: With the county road, South 50° 53' 05" East, 424.42 ft. to an angle point.

THENCE: With the county road S 53° 00' 07" E, 1.68 ft. passing a R.R.S. for a corner in the East line of a 30.385 acre tract and continuing on for a total distance of 329.30 ft.

THENCE: With the county road;

S 59° 35' 40" E, 446.19 ft.

S 65° 48' 23" E, 396.63 ft.

S 74° 09' 19" E, 609.83 ft.

S 78° 49' 43" E, 144.94 ft.

S 82° 56' 01" E, 293.25 ft.

S 68° 08' 17" E, 793.49 ft.
 S 76° 09' 58" E, 304.21 ft.
 S 86° 05' 09" E, 160.99 ft.
 N 87° 28' 15" E, 143.22 ft. to an iron rod for the Southwest corner of a 29.959 acre tract, then continuing along center line of county road;
 N 79° 54' 06" E, 200.00 ft.
 N 78° 28' 09" E, 349.0 ft.
 N 83° 01' 11" E, 550.0 ft.
 S 75° 37' 51" E, 455.85 ft. to an iron rod for the southeast corner of a 29.959 acre tract.
 THENCE: S 39° 00' 23" E, 312.33 ft. along county road to a R.R.S. in the West line of the Thomas Toby Survey, A-1056.
 THENCE: S 00° 17' 28" W, along the Survey line, 3002.61 ft. to an iron rod for an ell corner, the most Southerly Southwest corner of the Toby Survey and the Northwest corner of the Morris Survey. A pine mrk. X, brs. N 85° E, 17.2 ft., a triple Blackjack mrk. X, brs. S 17° E, 14.3 ft.
 THENCE: S 89° 44' 45" E, along the Survey line, 192.56 ft., to a Sucker Rod for the most Easterly Northeast corner. A Post Oak mrk. X, brs. N 18° E, 19.0 ft., another Post Oak mrk. X, brs. East, 8.0 ft.
 THENCE: S 00° 15' 15" W, 1096.26 ft. to an iron pipe for the most Easterly Southeast corner. A Blackjack mrk. X, brs. S 45° W, 18.7 ft., a Sweetgum mrk. X, brs. N 40° W, 17.8 ft.
 THENCE: N 89° 44' 45" W, 193.25 ft. to an iron pipe in the West line of the Morris Survey for an ell corner. A Red Oak mrk. X, brs. N 35° E, 6.8 ft., a Post Oak mrk. X, brs. S 50° W, 15.2 ft.
 THENCE: S 00° 17' 28" W, along the Survey line, 696.38 ft. to an iron rod in the Northwest Right-of-Way line of Texas Highway No. 155 for an intermediate Southeast corner. A Maple mrk. X, brs. N 65° W, 15.35 ft., a Pine mrk. X, brs. N 15° W, 12.6 ft.
 THENCE: Along the Right-of-Way line of Highway No. 155;
 S 69° 15' 23" W, 324.18 ft.
 S 66° 46' 15" W, 200.0 ft.
 S 61° 03' 37" W, 402.0 ft.
 S 66° 46' 15" W, 1600.0 ft.
 S 63° 54' 30" W, 200.25 ft.
 S 66° 48' 19" W, 1090.78 ft.
 Curve left, chord = S 63° 56' 07" W, 563.73 ft. arc = 563.95 ft.
 S 61° 08' 51" W, 823.42 ft. to an iron rod in the original East line of the Mrs. Sallie Hall Estate tract. A Pine mrk. X, brs. S 25° W, 1.9 ft., another pine mrk. X, brs. N 70° W, 0.7 ft.
 THENCE: N 00° 05' 21" E, 424.83 ft. to a Red Oak mrk. X, and blazed on 4 sides for an ell corner, the Northeast corner of the Hall tract.
 THENCE: N 89° 29' 08" W, 1509 ft. to the Place of Beginning, containing 1270.80 acres of land.

TRACT 2

All that certain 287.799 acre tract of land in the David Frazier Survey, A-360, and being all the land North of the county road off a 1558.599 acre tract surveyed by Ralph Daniels, March 2, 1981, for Rhyne Simpson, Jr.

BEGINNINE AT: An iron rod in the North line of the Frazier Survey and the South line of the J.J. Martin Survey, Abstract 734, for the Northwest corner of 287.799 acres, rod also being the Northeast corner of the James Sandefur 17.241 acre tract. A Post Oak mrk. X, brs. North 30° East 12.2 ft. and a Sweetgum mrk. X brs. North 10° West, 12.0 ft.

THENCE: South 89° 47' 53" East along the survey line, at 494.47 ft. pass a galvanized bolt, a total distance of 1250.74 ft. to a galvanized bolt for the most Northerly Northeast corner, a planted rock (out of position) brs. South 00° 11' 05" West 17.0 ft.

THENCE: South 00° 11' 05" West 1604.18 ft. to a Pine knot and iron rod for al Ell Corner, the Southwest corner of the original F. Amox tract. A pine mrk. X brs. North 35° East 10.6 ft., another Pine mrk. X brs. South 85° East 13.0 ft.

THENCE: North 89° 55' 17" East 1,646.61 ft. to an iron rod in the West line of the original J. Green 119.27 acre tract for an intermediate Northeast corner. A White Oak mrk. X brs. North 45° East 14.2 ft., a red mrk. X brs. South 55° East 13.9 ft.

THENCE: South 00° 20' 03" West 345.65 ft. to an iron rod for an ELL corner, the Southwest corner of the 119.27 acre tract. A Red Oak mrk. X brs. South 53° West 8.9 ft.

THENCE: North 89° 14' 57" East 2,669.89 ft. to an iron rod in the East line of the Frazier Survey and the West line of the Thomas Toby Survey, Abstract 1056 for the Northeast corner, a Pine mrk. X brs. South 07° West 14.2 ft. and a Black Jack mrk. X brs. North 50° West 24.4 ft.

THENCE: South 00° 17' 28" West 2,609.91 ft. to a RR spike in the county road for the Southeast corner, THENCE: North 39° 00' 19" West 312.33 ft. with the county road to an iron rod for the Southeast corner of a 29.959 acre tract of land belonging to H.E. Stroman, a Pine mrk. X brs. South 05° East 53 ft. and a Hickory mrk. X brs. North 10° West 68.4 ft.

THENCE: Along the road running North:

North 17° 45' 06" East 400.0 ft.

North 03° 45' 16" East 200. ft.

North 12° 41' 52" West 200. ft.

North 00° 53' 51" West 79.64 ft.

to an iron rod in the West margin of road for a corner.

THENCE: With the North line of 29.959 acre tract South 89° 06' 09" West, 1,630.33 ft. to an iron rod for a corner.

THENCE: South 00° 53' 51" East 888.38 ft. to an iron rod in the center of the county road running west to Hwy. 161 for a corner.

THENCE: With the county road:

South 87° 28' 15" West 143.22 ft.

North 86° 05' 09" West 160.99 ft.

North 76° 09' 58" West 304.21 ft.

North 68° 08' 17" West 793.49 ft.

North 82° 56' 01" West 293.25 ft.

North 78° 49' 43" West 144.94 ft.

North 74° 09' 19" West 609.83 ft.

North 65° 48' 23" West 396.63 ft.

North 59° 35' 40" West 446.19 ft.

North 53° 00' 07" West 329.30 ft.

North 50° 53' 05" West 424.42 ft. to a RR spike in the road for the Southwest corner.

THENCE: North 02° 33' 58" West 2,888.05 ft. to the place of beginning and containing 287.799 acres of land.

EXHIBIT "B" for DECLARATION OF COVENANTS
AND RESTRICTIONS FOR EAGLE LANDING, INC.

- (1) Right of Way Deed from Rhyne Simpson to The State of Texas, dated ---, filed 9/11/51, recorded Vol. 265, Page 458, Deed Records, Cass County, Texas.
- (2) Channell Easement from Rhyne Simpson to The State of Texas, dated ---, filed 5/2/52, recorded Vol. 277, Pg. 270, Deed Records, Cass County, Texas.
- (3) Channell Easement from Rhyne Simpson to State of Texas, dated 5/2/23, recorded Vol. 288, Pg. 126, Deed Records, Cass County, Texas.
- (4) Right of Way and Easement from Phil Simpson, Individually and as Independent Executrix of the Rhyne Simpson Estate to Southwestern Electric Power Co., dated 12/16/71, recorded Vol. 539, Pg. 339, Deed Records, Cass County, Texas.
- (5) Right of Way Deed from A.M. Rhyne to Ark. La. Pipeline Co., dated 8/28/29, recorded Vol. 0-5, Page 158, Deed Records, Cass County, Texas.
- (6) Right of Way Deed from T.J. Stroman to Ark. La. Pipeline Co., dated 8/28/29, recorded Vol. 0-5, Page 157, Deed Records, Cass County, Texas.
- (7) Right of Way Deed from A.M. Rhyne to Ark. La. Pipeline Co., dated 9/27/29, recorded Vol. M-5, Pg. 458, Deed Records, Cass County, Texas.
- (8) Surface Easement and Right of Way Agreement from Rhyne Simpson, Jr. to Delhi Gas Pipeline Corp., dated 6/21/84, recorded Vol. 734, Page 398, Deed Records, Cass County, Texas.
- (9) Amendments to Stipulation as to Mineral Ownership recorded at Vol. 739, Pg. 352, Vol. 739, Pg. 365, Vol. 739, Pg. 378 and Vol. 739, Pg. 392, Real Property Records, Cass County, Texas.
- (10) Mineral Reservation as contained in a Warranty Deed from Rhyne Simpson, Jr., to Eagle Landing, Inc., dated March 1, 1985, recorded at Vol. 739, Page 413, Real Property Records, Cass County, Texas.
- (11) Mineral Reservation as contained in a Warranty Deed from Texas Canadian Forest Products, Inc., to Eagle Landing, Inc., dated March 1, 1985, recorded at Vol. 739, Page 418, Real Property Records, Cass County, Texas.
- (12) Deed of Trust from Eagle Landing, Inc., to Don R. Hanmer, Trustee for Rhyne Simpson, Jr. dated March 1, 1985, recorded at Vol. 739, Page 429, Real Property Records, Cass County, Texas.
- (13) Deed of Trust from Texas Canadian Forest Products, Inc., to H.K. Jenkins, Trustee for the First National Bank, Hughes Springs, Texas, dated March 1, 1985, recorded at Vol. 739, Page 405, Real Property Records, Cass County, Texas.
- (14) Deed of Trust from Eagle Landing, Inc., to James F. Deakins, Trustee for First City National Bank, Tyler, Texas, dated March 1, 1985, recorded at Vol. 739, Page 421, Real Property Records, Cass County, Texas.
- (15) Oil, Gas & Mineral Lease from Maveline Spencer to Texas Oil & Gas Corp., dated 2/9/81, recorded at Vol. 653, Page 869, Deed Records, Cass County, Texas.
- (16) Oil, Gas & Mineral Lease from Rhyne Simpson, Jr. and Phil Simpson to Texas Oil & Gas Corp., dated 12/10/79, recorded at Vol. 634, Page 497, Deed Records, Cass County, Texas.
- (17) Oil, Gas & Mineral Lease from W.M. Russell to Texas Oil & Gas Corp., dated 2/3/81, recorded at Vol. 653, Pg. 480, Deed Records, Cass County, Texas.
- (18) Oil, Gas and Mineral Lease from J.W. Amox et al to Raymond Kenley, dated 11/4/70, recorded at Vol. 528, Pg. 641, Deed Records, Cass County, Texas. (Held by production under Unit Agreement filed 4/30/74 on Simpson Gas Unit #1).
- (19) Oil, Gas and Mineral Lease from Mattie Dalby et al to Amoco, dated 1/8/79, recorded at Vol. 622, Pg. 466, Deed Records, Cass County, Texas.
- (20) Oil, Gas and Mineral Lease from Roland Simpson, et al to Texas Oil & Gas Corporation dated 12/7/79, recorded at Vol. 645, Pg. 654, Deed Records, Cass County, Texas.
- (21) Oil, Gas and Mineral Lease from Byron Terry et ux to Horace Rowold, sated 1/3/84, recorded at Vol. 713, Pg. 707, Deed Records, Cass County, Texas.
- (22) Oil, Gas and Mineral Lease from B. Doris Dickerson to Mark Gist, dated 11/21/84, recorded at Vol. 734, Pg. 724, Real Property Records, Cass County, Texas.
- (23) Oil, Gas and Mineral Lease from Lula Bell Belin et ux to Mark Gist, dated 11/21/84, recorded at Vol. 734, Pg. 747, Real Property Records, Cass County, Texas.

- (24) Oil, Gas and Mineral Lease from Dot Dalby to Mark Gist, dated 11/21/84, recorded at Vol. 735, Page 752, Real Property Records, Cass County, Texas.
- (25) Oil, Gas and Mineral Lease from Mattie Dalby to Mark Gist, dated 11/21/84, recorded at Vol. 735, Page 755, Real Property Records, Cass County, Texas.
- (26) Oil, Gas and Mineral Lease from H. J. Rosette to Mark Gist, 11/21/84, recorded at Vol. 735, Page 793, Real Property Records, Cass County, Texas.
- (27) Oil, Gas and Mineral Lease from Minnie Amox et al to Mark Gist, dated 11/21/84, recorded at Vol. 735, Page 796, Real Property Records, Cass County, Texas.
- (28) Oil, Gas and Mineral Lease from Johnny Welch to Mark Gist, dated 11/21/84, recorded at Vol. 735, Pg. 806, Real Property Records, Cass County, Texas.
- (29) Oil, Gas and Mineral Lease from J.C. Rosette to Mark Gist, dated 11/21/84, recorded at Vol. 737, Page 126, Real Property Records, Cass County, Texas.
- (30) Oil, Gas and Mineral Lease from J.F. Rosette to Mark Gist, dated 11/21/84, recorded at Vol. 737, Page 129, Real Property Records, Cass County, Texas.
- (31) Oil, Gas and Mineral Lease from Vera Amox et al to Mark Gist, dated 2/18/85, recorded under file #2190, Real Property Records, Cass County, Texas.
- (32) Oil, Gas and Mineral Lease from Daube Partnership Limited to Charles Whitten, dated 3/1/71, recorded at Vol. 534, Page 22, Deed Records, Cass County, Texas. (Held by production)
- (33) Oil, Gas and Mineral Lease from Carol Sutton Trust to Horace Rowold, dated 12/9/83, recorded at Vol. 717, Page 237, Deed Records, Cass County, Texas.
- (34) Oil, Gas and Mineral Lease from Daube Partnership Limited to Horace Rowold, dated 12/9/83, recorded at Vol. 717, Page 231, Deed Records, Cass County, Texas.
- (35) Oil, Gas and Mineral Lease from Homer Jenkins et ux to Horace Rowold, dated 12/9/83, recorded at Vol. 715, Page 475, Deed Records, Cass County, Texas.
- (36) Oil, Gas and Mineral Lease from D.W. Neustadt to Horace Rowold, dated 12/1/83, recorded at Vol. 712, Page 94, Deed Records, Cass County, Texas.
- (37) Oil, Gas and Mineral Lease from Rhyne Simpson, Jr. to Horace Rowold, dated 2/16/84, recorded at Vol. 717, Page 588, Deed Records, Cass County, Texas.
- (38) Oil, Gas and Mineral Lease from Phil Simpson to Horace Rowold, dated 2/16/84, recorded at Vol. 718, Pg. 79, Deed Records, Cass County, Texas.
- (39) Oil, Gas and Mineral Lease from Maude Salmon et ux to Horace Rowold, dated 2/16/84, recorded at Vol. 717, Page 584, Deed Records, Cass County, Texas.
- (40) Oil, Gas and Mineral Lease from Roland Simpson to Horace Rowold, dated 2/16/84, recorded at Vol. 717, Page 440, Deed Records, Cass County, Texas.
- (41) Oil, Gas and Mineral Lease from B.F. Whitworth, Jr., to TXO Production Corp., dated 2/16/84, recorded at Vol. 721, Pg. 207, Deed Records, Cass County, Texas.

[NOTE: OWNER(S) should also review the Deed(s) and Plat(s) received at the sale closing for additional information pertaining to his/her property.]

**BYLAWS
OF
EAGLE LANDING HOMEOWNERS ASSOCIATION, INC.**

The provisions contained herein constitute the Bylaws of the non-profit corporation known as EAGLE LANDING HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

**ARTICLE ONE
OFFICES**

Registered Office and Registered Agent

The registered office of the Association is located at 221 East First Street, Hughes Springs, Cass County, Texas, and the registered agent is THOMAS C. TURNER.

Principal Office

The principal office of the Association shall be located at 221 East First Street, Hughes springs, Cass County, Texas. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time. The address of the registered office may be changed from time to time by the Board of directors.

**ARTICLE TWO
DEFINITIONS**

Declaration Defined

"Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Eagle Landing, Inc., applicable to the Property, dated April 4, 1985, and recorded at Vol. 742, Page 505, Real property Records, Cass County, Texas, as the same may be amended from time to time in accordance with the terms thereof.

Declarant Defined

"Declarant" shall mean and refer to Eagle Landing, Inc., a Texas corporation and developer of the Property.

Property Defined

"Property" shall mean all existing properties, and additions thereto as one, subject to the Declaration.

Common Areas Defined

"Common Areas" shall be areas conveyed to the Association which are intended for the use of all of the Owners and shall include the following:

- (a) A lake known as Eagle Landing situated on the Property consisting of 250 acres, more or less;
- (b) The dam and spillway area for the Lake;
- (c) A beach area with parking;
- (d) Boat launching areas and parking for said launching areas;
- (e) An airstrip located on the Property;

Declarant may within a period of five (5) years from date of the Declaration, create additional common areas from portions of the Residential Property or the Commercial Areas, for the use and enjoyment of Owners with said additional Common Areas to be used for the purpose of boat ramps, parking, airplane

runway and/or such other purposes as Declarant may deem advantageous for the further enjoyment and enhancement of the Property.

Lot Defined

“Lot” shall mean and refer to any plot or tract of land shown as a numbered lot on any recorded subdivision plat of all or a portion of the Property.

Owner Defined

“Owner” shall refer to the person or persons who own fee simple title to a Unit; the term Owner shall not include any person or entity having an interest in a Unit merely as security for the performance of an obligation. The Association, under no circumstances, shall be deemed an Owner pursuant hereto. The Owner of Units purchased through the Veterans Land Board of the State of Texas shall be the veteran-purchaser who executes the Contract of Sale and Purchase with the Texas Veterans Land Board.

Member Defined

“Member” shall mean and refer to every person or entity who holds membership in the Association.

Other Terms Defined

Other terms used herein shall have the meaning given them in the Declaration and are hereby incorporated by reference and made a part hereof.

ARTICLE FOUR MEMBERS

Membership

The membership of the Association shall consist of Declarant and every Owner as defined in Article V of the Declaration hereby incorporated by reference and made a part hereof.

Proof of Membership

The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as an Owner. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot of the Property. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

No Additional Qualifications

The sole qualification for membership shall be as defined in the Declaration hereby incorporated by reference and made a part hereof. No initiation fees, costs or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

Transferability of Membership

Members shall notify the Association of the name and address of the new Owner of a Unit and the date of the sale.

Suspension of Membership

The voting rights and all privileges of a member may be suspended by a vote of a majority of the Board of Directors for failure to pay assessments as due or failure to abide by these bylaws and the rules and regulations of the Association.

ARTICLE FIVE VOTING RIGHTS

Voting

Voting rights are outlined under and governed by Article VI of the Declaration of Covenants, Conditions and Restrictions of Eagle Landing, Inc., which is hereby incorporated by reference and made a part hereof.

Proxies

At all meetings of the Association, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Owner of his Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of such Owner. No proxy shall be valid after two (2) months from the date of its execution.

Quorum

The presence, either in person or by proxy at any meeting, of Owners entitled to cast at least one-tenth of the total voting power of the Association, shall constitute a quorum for any action, except as otherwise provided in the Declaration. In the absence of a quorum at a meeting of Owners, a majority of those Owners present in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Required Vote

The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Governing Instruments. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of any Members to leave less than a quorum.

ARTICLE SIX MEETINGS OF MEMBERS

Annual Meetings

An annual meeting of the members of the Association shall be held on the first Saturday of May in each year, beginning with the year 1987, at the hour of 1:00 o'clock p.m. for the purpose of electing Directors and for the transaction of other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as possible.

Member List

At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at each meeting, with the residence of each and the number of votes held by each shall be prepared by the Secretary. Such list shall be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member who may be present.

Special Meetings

Special meetings of the Members may be called by the President, the Board of Directors or by members representing at least twenty percent (20%) of the total voting power of the Association.

Place

The Board of Directors may designate in writing any place as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors as long as it is within the Property or at a meeting place within a fifty- (50-) mile radius of the Property entrance on Highway 155.

Notice of Meetings

Written or printed notice of meetings of the Association shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10), but not more than fifty (50), days before such meeting, to each Owner entitled to vote at such meeting, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

Action Without Meeting

Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

ARTICLE SEVEN BOARD OF DIRECTORS

General Powers

The affairs of the Association shall be managed by its Board of Directors.

Number

The number of Directors shall be five (5) and must be Class A Owners or officers of Class B Owners of the Association. Directors shall be elected for a term of two (2) years. At the initial meeting of the Board, the Developer shall appoint three (3) persons for a two- (2-) year term and two (2) persons for a one- (1-) year term. In subsequent years these Directors shall be replaced by those serving two- (2-) year terms.

Election

Directors are elected at the annual meeting of the Association, except as herein provided. Owners, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration.

Cumulative voting is prohibited. Directors shall be elected by plurality vote.

Removal

Any Director may be removed, with or without cause, at any special meeting of the Members by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote for the election of such Director, if notice of intention to act upon such matter shall have been given in the notice calling such meeting.

Vacancies

In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the Association called for that purpose.

Compensation

Directors will serve without compensation for services rendered to the Association. A Director may be reimbursed by the Association for actual expenses incurred by him in the performance of his duties.

Powers and Duties

The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declaration.

ARTICLE NINE MEETINGS OF DIRECTORS

Regular Meetings

A regular annual meeting of the Board of Directors shall be held without other notice than by this bylaw, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, within the Property, or within a fifty- (50-) mile radius from the entrance to the property on Highway 155, for the holding of additional regular meetings of the Board without other notice than such resolution.

Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board may fix any place, within the property or within fifty (50) miles from the entrance to the property on Highway 155, as the place for holding any special meetings of the Board called by them.

Notice of Special Meeting

The notice of any special meeting shall specify the time and place of the meeting. Notice of any special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice delivered personally or sent by mail or telegram to each Director at his address as shown in the records of the Association. Except as otherwise expressly provided by statute, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of any special meeting need be specified in a notice or waiver of notice.

Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Voting Requirement

The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Governing Instruments requires the vote of a greater number.

Open Meetings

Regular and special meetings of the Board shall be open to all Members, provided, however, that members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

Executive Session

The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Informal Action by Directors

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

Formalities of Notices

Whenever under the provisions of the statutes, the Articles of Incorporation, or these Bylaws, notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall be construed to mean either personal notice or notice in writing, by mail (regular or otherwise), postage prepaid, addressed to such Director or Member at such address as appears on the books of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when same shall be thus deposited in the United States Mail as aforesaid.

Waiver of Notices

Whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of the statutes, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice. Signing the minutes of any meeting shall be deemed a waiver of all formalities with respect to such meeting.

ARTICLE TEN OFFICERS

Enumeration of Officers

The officers of this Association shall be a President and Vice-President (who shall at all times be members of the Board of Directors), Secretary, and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

Election and Term

The officers of the Association shall be elected by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled

at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Resignation and Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein.

Vacancies

A vacancy in any office because of death, resignation, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Multiple Offices

Any two or more offices may be held by the same person, except the offices of President and Secretary, and President and Treasurer.

Compensation

Officers shall serve without compensation for services rendered to the Association. However, expenses may be reimbursed for unusual activities carried out on behalf of the Association. Any officer may receive compensation for services rendered to the Corporation in other than his official capacity.

ARTICLE ELEVEN PRESIDENT

Duties

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, mortgages, tax returns, and other written instruments; shall co-sign all checks (except those on a monthly recurring nature previously approved by the Board) and promissory notes; shall appoint committee chairmen and members of committees with the concurrence of the Board; and shall carry out such other duties as may be assigned by the Board or the rules and regulations of the Association.

ARTICLE TWELVE VICE-PRESIDENT

Duties

The Vice-President shall act in the place and stead of the President when he is absent, unable, or unwilling to act; and shall discharge such other duties as may be required of him by the Board.

ARTICLE THIRTEEN
SECRETARY

Duties

The Secretary shall perform or cause to be performed the following secretarial activities: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal (if any) and affix it on all papers requiring said seal; serve notice of meetings of the Board and Members; keep the appropriate current records showing the ownership of Lots and membership of the Association, together with their addresses; and shall perform such other duties as required by the Board or the rules and regulations of the Association.

ARTICLE FOURTEEN
TREASURER

Duties

The Treasurer shall perform or cause to be performed the following financial activities: receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by a Resolution of the Board; sign all checks and promissory notes; cause an annual audit of the Association Books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of the budget and assessments adopted by the Board to each Member. The Treasurer shall perform such other duties as required by the Board or the rules and regulations of the Association.

Assistant Treasurers and Secretaries

The Board of Directors may elect such assistant secretaries and treasurers as they deem necessary to perform such duties as shall be assigned to them by the Treasurer, Secretary, President or the Board of Directors.

ARTICLE FIFTEEN
COMMITTEES

Committees of Directors

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of one or more Directors and such other Members as the Board of Directors may appoint, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Association. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing of the Bylaws; electing, appointing, or removing any member of any such committee or any Directors or officer of the Association; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association or revoking the proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which, by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him by law.

Other Committees

Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

Term of Office

Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Chairman

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Quorum

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE SIXTEEN FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution by the Board of Directors.

ARTICLE SEVENTEEN AMENDMENT OF BYLAWS

These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Association, by the affirmative vote in person or by proxy of Owners representing a majority of a quorum of the Association. While there is a Class B membership, any amendment shall require a majority of each class of membership.

Attestation

Adopted by the Board of Directors on June 1, 1986,

[SIGNED] Buck Florence, Director

[SIGNED] Rhyne Simpson, Jr., Director

[SIGNED] Patricia H. Florence, Director

ATTEST:

[SIGNED]
Buck Florence
Secretary