

**PREPARED BY:**

Connie "Renaë" Dineen, Policy Committee Chair  
Eagle Landing Homeowners Association  
Cass County, Texas

**RETURN TO:**

Eagle Landing Homeowners Association  
P.O. Box 304  
Avinger, Texas 75630

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EAGLE LANDING HOMEOWNERS ASSOCIATION**

*(Incorporating statutory revisions through 2025 — Cass County, Texas)*

**STATE OF TEXAS §  
COUNTY OF CASS §**

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**PREAMBLE AND RECITALS**

This Declaration of Covenants, Conditions and Restrictions is made and executed on this day \_\_\_\_\_ and it supersedes the previous Covenants, Conditions and Restrictions that was made on the fourth day of April 1985, by Eagle Landing Homeowners Association a Texas corporation, the historical Declarant. The current Association is Eagle Landing Homeowners Association, a Texas non-profit corporation.

WHEREAS, the historical Declarant was the fee owner of two tracts of land situated in Cass County, Texas, containing a total of approximately 1,558.599 acres, more or less, as more particularly described in Exhibit "A" attached hereto and was incorporated, which properties were subject to the easements and encumbrances described in Exhibit "B," also attached and

WHEREAS, the intention of the historical Association was to subdivide said property into various lots and tracts for sale to the public; and

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

WHEREAS, the historical declarant granted to purchasers of such lots and tracts an easement for their recreational use and enjoyment; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on such amendment; and

WHEREAS, the Owners wish to amend and restate the restrictive covenants imposed on the Property in their entirety, to replace any and all previous declarations, amendments, and supplements thereto with this Declaration of Covenants, Conditions and Restrictions for Eagle Landing Homeowners Association; and

WHEREAS, the Covenants, Conditions and Restrictions dated April 4, 1985, and any amendments or supplements thereto, are fully repealed and replaced by this Declaration of Covenants, Conditions and Restrictions for Eagle Landing Homeowners Association.

NOW THEREFORE, pursuant to the written consent of those Owners having at least sixty-seven percent (67%) of the total votes allocated to property owners in the Property, this Declaration of Covenants, Conditions and Restrictions for Eagle Landing Homeowners Association is adopted and imposed on the Property, fully repealing and replacing the Covenants, Conditions and Restrictions dated April 4, 1985, and any amendments or supplements thereto, as follows:

The Association adopts, establishes, promulgates and impresses the described property, these Covenants, Conditions, and Restrictions, as restated and amended to incorporate statutory compliance updates through 2025.

IN WITNESS WHEREOF, the undersigned Association has executed this instrument on the date first above written.

EAGLE LANDING HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF CASS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_, authorized representative of Eagle Landing Homeowners Association on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

## ARTICLE I – DEFINITIONS

Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)

### **1.01 Architectural Review Committee (ARC)**

The committee established under Article X of this Declaration to review, approve, or deny proposed construction or improvements within the Eagle Landing Planned Lakeside Community (ELPLC). The ARC shall act under written guidelines and issue written decisions within thirty (30) days of receiving a completed application (TX Prop. Code § 209.00505 [2025 Update]).

### **1.02 Association**

Eagle Landing Homeowners Association, a Texas nonprofit corporation responsible for administering, maintaining, and enforcing this Declaration and managing the Common Areas (TX Prop. Code § 209.004).

### **1.03 Board of Directors (Board or BOD)**

The governing body of the Association, consisting of not fewer than five (5) Directors and a maximum of seven (7) elected by a majority of the Association’s Members in accordance with its Bylaws (TX Prop. Code § 209.00593).

### **1.04 Historical Declarant**

Eagle Landing Inc. a Texas corporation that developed Eagle Landing Planned Lakeside Community (ELPLC) that is maintained by Eagle Landing Homeowners Association.

### **1.05 Commercial Areas**

Portions of the Property designated by the Association for sale, lease, or rent for commercial purposes that is not residential property, subject to the limitations in Article IV.

### **1.06 Commercial Owner**

Any person or entity holding fee simple title to or a written lease from the Association for a Commercial Lot, excluding any party holding only a security interest.

### **1.07 Commercial Lot**

A defined portion of the Commercial Areas that is not residential property, conveyed or leased by the Association to a Commercial Owner.

### **1.08 Common Areas**

All real property and facilities conveyed or to be conveyed to the Association for the use and benefit of all Owners, including but not limited to: (a) Eagle Landing Lake a.k.a. Simpson Lake (approximately 250 acres); (b) the dam and spillway; (c) beach and parking areas; (d) boat launching facilities and parking; (e) dumpsters; and (f) the airstrip. The Association may designate additional Common Areas from portions of Association Owned Property for similar community uses.

### **1.09 Declaration**

This Declaration of Covenants, Conditions and Restrictions for (ELPLC) as amended or restated.

### **1.10 Lake**

The body of water known as Eagle Landing Lake also known as Simpson Lake, forming part of the Common Areas.

**1.11 Lot**

Any numbered plot or tract of land shown on a recorded ELPLC plat of any portion of the Property located within Eagle Landing, Avinger, Cass County Texas; all Lots are residential property.

**1.12 Unit**

Shall mean and refer to any Lot conveyed by Declarant to an Owner; provided that, Unit may consist of more than one Lot if the Owner of more than one Lot elects to treat all Lots owned by that person as one Unit in accordance with the terms of Article IX.

**1.13 Owner/Member**

Any person or persons holding fee simple title to a Lot. Ownership does not include any interest held merely as security for an obligation.

**1.14 Residential Property**

All Property within the ELPLC except the Common Areas, Eagle Landing Homeowners Association owned land, and Commercial Areas.

**1.15 Property**

The approximately 1,558.599 acres described in Exhibit “A” (TX Prop. Code § 202.004).

**1.16 Association -Owned Property/Unit**

Properties deeded to the Association by the Historical Declarant but have not and are not maintained for the common use by and for owners.

**1.17 Foreclosure Purchaser**

Any person or entity acquiring title to a Lot through a foreclosure sale or by warranty deed in lieu of foreclosure (TX Prop. Code § 209.0094 [2025 Update]).

**1.18 Livestock**

Livestock means cattle, horses, mules, asses, sheep, goats, llamas, alpacas, exotic livestock, including elk and elk hybrids, and hogs, unless otherwise defined [Texas Agriculture Code (§1.003)].

**1.19 Estray Livestock**

Estray Livestock shall be reported to Cass County Sheriff in accordance with [Texas Agriculture Code (§142.003)].

**1.20 Animal Unit (AU) (TX Parks and Wildlife.gov, Appendix D)**

An AU is one 1000lb cow with calf.

**1.21 Native Pasture**

1AU every 3-6 acres (Texas Landowners Association, “How many cows per acre in Texas.”)

**1.22 Native Wooded Pasture**

For native grasses with spotty tree coverage, the rate is generally 1 AU per 8–15 acres. (TX Parks and Wildlife.gov, Appendix D.) (with consideration of deer population)

**1.23 Dense Woodland/Brush**

1 AU every 50-75 acres (TX Parks and Wildlife.gov, Appendix D and (Texas Landowners Association, “How many cows per acre in Texas.”)

**1.24. Rules**

Rules shall mean and refer to any rules, regulations, or policies imposed by the Board governing the regulation and management of Lots, Units, Commercial Areas, Property, and Common Area.

**1.25. Guidelines**

Guidelines shall mean and refer to written and recorded guidelines adopted by the Board, as amended from time to time, for the construction, maintenance, landscaping, and appearance of Lots in the Property. In the event Guidelines conflict with the Declaration, the Declaration controls.

## **ARTICLE II – GENERAL PROVISIONS, DEDICATION, AND RESERVATIONS**

Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)

### **2.01 Subject to Declaration**

The Property, and the Lots and Units and Commercial Areas in the Property, are and shall be held, sold, and conveyed subject to this Declaration of Covenants, Conditions and Restrictions for Eagle Landing Homeowners' Association and the following easements, restrictions, covenants, and conditions, which shall run with said Lots and said Units and said Commercial Areas and said Property, all of which shall be deemed to run with all or any portion of the Lots and Units and Commercial Areas and Property, and which are binding and shall be binding upon all parties having or acquiring any right, title, or interest in said Lots or said Units or said Commercial Areas or said Property or any part or parts thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

### **2.02 Dedication and Reservation of Easements**

The Association reserves the right to dedicate road and utility easements within the Residential Property, Common Areas, and Commercial Areas, provided that once a road has been established, dedicated and/or accepted by Cass County the Association does not have the right to relocate roads without the consent of Owners affected thereby.

### **2.03 Liability and Access Rights**

The Association, public or private utility entity holding rights within any easement, shall not be liable for incidental or consequential damage to landscaping, fences, driveways, irrigation systems, or other improvements located within an easement area when performing activities authorized by the easement. The Association and all authorized utility entities shall have the right of ingress and egress over and across the Property for the installation, construction, inspection, operation, maintenance, repair, replacement, or upgrade of utility lines, meters, equipment, and related facilities. Owners shall keep all easement areas free of obstructions, structures, vegetation, or improvements that interfere with access or utility operations. "811 – Call Before You Dig" must be contacted prior to any construction, excavation, installation, maintenance, or repair involving utilities within any easement. Neither the Association nor any successor, assign, or utility entity using these easements shall be liable for incidental damage to landscaping or other improvements located within the easement areas.

## **ARTICLE III – COMMON AREAS**

Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)

### **3.01 Establishment of Common Areas**

The Historical Declarant established the Common Areas at the time a ELPLC plat of any portion of the Property was recorded, or by filing plat and description of the Common Areas in the Real Property Records of Cass County, Texas. Once established, the Common Areas may not be altered or redefined without the prior written consent of Owners entitled to cast two-thirds (2/3) of the votes.

All Common Areas shall be deeded subject to the covenants, conditions, and restrictions contained herein and to those exceptions and encumbrances set forth on Exhibit “B” (TX Prop. Code § 202.004 [2025 Update]).

### **3.02 EASEMENT AND RIGHT TO ENJOYMENT**

Every Owner shall have a right to an easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to grant or dedicate easements in, on, under or above the Common Area or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property or any part thereof;
- b. The right of the Association to limit the number of guests Owners may allow to use Common Area;
- c. The right of the Association to suspend an Owner’s right to use Common Area during any period during which any assessment or other amount owed to the Association is past due;
- d. The right of the Association to suspend an Owner’s right to use Common Area for sixty (60) days in the event of any violation of the Declaration, Guidelines, or Rules (including but not limited to Rules governing Common Area), subject to the provisions of the Texas Property Code;
- e. The right of the Board to borrow money (subject to the limitations of Article VII) for the purpose of improving the Common Area; and, in furtherance thereof, to mortgage the Common Area subject to the approval of those Owners having at least two-thirds (2/3rds) of the votes present at a Special Meeting called and duly held for the purpose of such vote;
- f. The right of the Board to grant easements or licenses over and across the Common Area or to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for any purpose;
- g. The right of the Board enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area for limited purposes.

### **3.03 Owners May Not Damage Common Area**

No Owner may alter, modify, change, damage, or destroy the Common Area, whether intentionally or unintentionally. In the event the need for any repair, reconstruction, or maintenance to Common Area is caused by an Owner or Owner's tenants, guests, invitees, or licensees, the cost of such repair, reconstruction, or maintenance shall be charged to Owner's Lot, and shall be secured by a continuing lien in favor of the Association against Owner's Lot, and such monies may be collected in the same manner as assessments.

## **ARTICLE IV – USE AND DESIGNATION OF COMMERCIAL AREAS**

Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)

### **4.01 Established Commercial Areas**

The Historical Declarant established a Commercial Area by designation on recorded ELPLC plats or by filing a recorded plat description in the Real Property Records of Cass County, Texas. The Historical Declarant designated fifteen (15) acres for a Commercial Area at the intersection of Texas State Highway 155 and Texas Farm Road 161. No new Commercial Areas are allowed in Eagle Landing Lakeside Community without a supermajority (67%) vote from Homeowners. Commercial Owners are subject to restrictions imposed on Historical Declarant to include Article 9.03 ELPLC of Lots

### **4.02 Permitted and Prohibited Uses**

Commercial Areas that are in Eagle Landing Lakeside Community shall not be used for any light or heavy industrial purpose to include motels, hotels, dance halls, restaurants, bars, or nightclubs. Any rule affecting commercial use or interaction with Common Areas shall be adopted at an open meeting of the Board with notice provided to all Members (TX Prop. Code § 209.0051 [2025 Update]).

### **4.03 Relationship to Common Areas and Association**

All Commercial Areas shall be subject to the applicable restrictions contained in Article XI of this Declaration. Commercial Owners, their customers, invitees, and guests shall not have any right of use or enjoyment in the Common Areas. Commercial Owners shall not be members of the Association, nor shall any Commercial Area be subject to assessment by the Association (TX Prop. Code § 209.0041 [2025 Update]).

### **4.04 Re-designation of Property**

The Association may, by filing a written notice of re-designation in the Real Property Records of Cass County, Texas, convert any Commercial Area to Residential Property or Common Area. (TX Prop. Code § 202.006 [2025 Update]).

## **ARTICLE V – MEMBERSHIP AND OWNERSHIP**

Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)

### **5.01 Association Membership**

Every Owner of a Lot shall automatically be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. No Commercial Owner is a Member of the Association by virtue of having any right, title, or interest in a Commercial Lot. Ownership of a Commercial Lot does not grant Association Membership.

### **5.02 Use by Family and Guests; Leasing**

An Owner may permit use of a Lot by family members and for guests when accompanied by Owner's or their family, subject to Association rules governing guest limits. All lease agreements shall be provided to Eagle Landing Board of Director's Secretary, limited to verification of compliance with lease-term and occupancy rules. An Owner may lease a Lot for a term no shorter than six (6) months. During the lease term: (a) The tenant shall be deemed the Owner for purposes of Common Area use; (b) The Owner may use the Common Areas only as a guest of the tenant; and (c) The Owner remains liable for all assessments and retains voting rights. (TX Prop. Code § 209.16 025 Update)].

### **5.03 Foreclosure Purchasers**

A contractual lien upon any Lot may be purchased at a foreclosure sale. Notice of foreclosure or deed-in-lieu shall be filed in Official Public Records of Cass County, Texas, and cross-referenced to this Declaration (TX Prop. Code § 209.0094 [2025 Update]).

### **5.04 Deed in Lieu of Foreclosure**

A holder of a contractual lien who acquires title to a Lot through a warranty deed in lieu of foreclosure shall have the right of use or enjoyment in the Common Areas (TX Prop. Code § 209.0094 [2025 Update]).

## **ARTICLE VI – VOTING RIGHTS**

Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)

### **6.01 Membership and Voting Rights**

Members shall be entitled to one (1) vote for each Unit owned. Where a Unit is jointly owned, all co-Owners shall be Members of the Association, but the vote for such Unit shall be exercised as they determine among themselves; however, in no event shall more than one vote be cast per Unit. (TX Prop. Code § 209.0059 [2025 Update]).

### **6.02 Voting**

An Owner may cast an eligible vote either in person, through remote attendance with electronic ballot, this is considered present at the meeting, or by written proxy at any meeting of the Association. All voting shall comply with Texas Property Code § 209.00592. Voting records and ballots shall be retained for 15 days after the results are announced at an open meeting or in accordance with applicable Texas law. (TX Prop. Code § 209.00592 and TX Prop. Code §209.00594 [2025 Update]).

### **6.03 Cumulative Voting**

Cumulative voting shall not be permitted in any election or matter brought before the Association.

### **6.04 Notice, Voting, and Quorum Requirements**

Except as otherwise specifically provided in this Declaration, notice, voting, and quorum requirements for all actions of the Association shall be governed by the Association's Articles of Incorporation and Bylaws, as amended from time to time, and in compliance with Texas Property Code Chapter 209. All elections shall follow procedures in the Association's Bylaws and Texas State Law. (TX Prop. Code §209.00592 and 209.00593). [2025 Update]).

## **ARTICLE VII – POWERS OF THE ASSOCIATION**

*Restated and Updated to Comply with Texas Property Code Chapters 202 and 209  
(2025)*

The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Texas law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the following powers:

### **7.01 Enforcement**

To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such Rules and/or Guidelines as it deems proper, covering any and all aspects of the Property, the Common Area (including the operation, maintenance and preservation thereof) of the Association;

### **7.02 Maintenance and Regulation of Common Areas**

Own, maintain, and otherwise manage the Common Area and all facilities, improvements, and landscaping thereon;

### **7.03 Open Board Meeting**

A 144-hour advance notice of open board meeting is required to member, except for emergency meetings permitted under Texas Property Code § 209.0051. Active Members of the Association may attend and speak on agenda items prior to vote. (TX Prop. Code § 209.0051 [2025 Update]).

### **7.04 Levy and Collect Assessments**

The right to levy and collect assessments.

### **7.05 Legal Counsel**

The right to retain and pay for legal and accounting services necessary or proper in the operation of the Association.

### **7.06 Common Area**

Have the authority to obtain for the benefit of the Common Areas all services and utilities needed for their use and enjoyment by the Members.

### **7.07 Lake and Wildlife Management**

To enhance, maintain, and preserve the Lake and associated wildlife, including stocking fish, regulating fishing, marking and publishing fish habitats structures, and promoting the ecological health of the Lake and other Common Area habitats.

### **7.08 Borrowing Authority**

The Board of Directors may authorize reasonable borrowing on behalf of the Association for emergency repairs, infrastructure protection, capital improvements, insurance obligations, health and safety matters, or other legitimate Association purposes consistent with this Declaration.

Without approval of Owners entitled to cast at least twenty-five percent (25%) of the votes in the Association, the total outstanding principal amount of Association debt shall not exceed One Hundred Thousand Dollars (\$100,000). Beginning five (5) years after adoption of this Declaration, if the Association's annual gross assessment revenue has increased by more than fifty percent (50%) from the revenue level existing at the time this Declaration was adopted, the Board may increase the borrowing limit proportionally to reflect such growth, provided that any such adjustment is approved in an open Board meeting and disclosed to the Members.

Any borrowing approved by the Board shall be authorized in an open Board meeting and disclosed to the Members within thirty (30) days, including:

- (i) the purpose of the borrowing;
- (ii) the amount and repayment terms;
- (iii) estimated financial impact on the Association; and
- (iv) whether any assessment increase may be required.

No borrowing shall authorize the Board to encumber, mortgage, or convey Common Area property without approval of Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association.

In the event of a bona fide emergency involving imminent risk to life, safety, significant property damage, or substantial interruption of essential Association infrastructure or services, the Board may authorize emergency expenditures or temporary borrowing reasonably necessary to respond to the emergency, even if such action exceeds the borrowing limitations above. The Board shall provide notice to the Members as soon as reasonably practicable describing the nature of the emergency, the amount expended or borrowed, and the anticipated financial impact on the Association. Any long-term financing or special assessment related to such emergency shall remain subject to the applicable approval requirements of this Declaration.

#### **7.09 Employment and Management**

To retain and pay for the services of a management company to manage and operate the Association, to the extent deemed advisable by the Board.

#### **7.10 Fines and Violations**

To adopt and impose reasonable fines for violations of the Declaration, Rules, Policies or Guidelines which fines shall be secured in the same manner as assessments consistent with Texas Property Code Chapter 209.

#### **7.11 Fees**

To adopt and impose transfer fees, resale certificate fees, or any other fees associated with the provision of management services to the Association or its Members, which fees shall be secured in the same manner as assessments.

#### **7.12 Insurance and Bonds**

Maintain such policy or policies of insurance (including but not limited to casualty insurance for all insurable improvements on the Common Area for the full replacement cost thereof, general liability insurance covering the Common Area, and directors' and officers' liability coverage) as the Board of Directors may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

### **7.13 Liability Insurance**

To purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

### **7.14 Construction and Improvements**

To construct, maintain, and replace improvements on the Common Areas as deemed beneficial to the community and consistent with Association purposes.

### **7.15 Record Retention and Member Access**

Association must maintain and provide access to records within 10 business days upon written request. Minimum record retention is seven (7) years for financial records, audits, and meeting minutes, five (5) years for owner accounts, and (4) 4 years for contracts. (TX Prop. Code § 209.005 [2025 Update]).

### **7.16 Taxes and Assessments**

To pay all taxes and assessments levied against the Association or its property and to exercise all lawful rights to contest, appeal, or adjust such assessments. (TX Prop. Code § 209.005 [2025 Update]).

### **7.17 Insurance**

To obtain and maintain insurance coverage as the Board deems adequate and appropriate, including: (a) Fire and extended coverage on improvements; (b) General liability and property damage insurance; (c) Workers' compensation; and (d) Any indemnity, fidelity, or surety bonds necessary to protect the Association's assets and operations. (TX Prop. Code § 209.0052 [2025 Update]).

### **7.18 Rules, Regulations, and Interpretation**

To adopt, amend, or repeal rules, policies and regulations consistent with and not in conflict with this Declaration, covering all aspects of Association operations and Common Area use. Each Owner shall have the right to review such rules and regulations on Association's website. The Board shall have authority to interpret the provisions of this Declaration and related instruments. (TX Prop. Code § 202.004 [2025 Update]).

## **ARTICLE VIII – COVENANT FOR MAINTENANCE ASSESSMENTS**

*Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)*

### **8.01 Obligation to Pay Assessments**

Each Owner of a Lot, having accepted or by accepting a deed to such Lot, covenants and agrees to pay the Association assessments, fees, and charges, as outlined in this Declaration, whether or not this obligation is expressed in the deed. Assessments, together with interest, penalties, late charges, and collection costs (including but not limited to reasonable and necessary attorneys' fees and costs), shall be a charge on the land and shall be a prior and continuing lien in favor of the Association upon the Lot against which each such assessment is made. Such assessments, together with interest, penalties, late charges, and collection costs (including but not limited to reasonable and necessary attorneys' fees and costs), shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

### **8.02 Purpose of Assessments**

The assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation, Bylaws, this Declaration, and all other restrictive covenants instruments administered by the Association, including but by no means limited to the maintenance and repair of Common Area, acquiring insurance as determined necessary, contributing to a reserve funds paying applicable taxes, and retaining professional services. The judgment of the Board of Directors of the Association in determining functions to be performed by the Association, in determining the amount of assessments, and in the expenditure of funds, shall be final and conclusive so long as this judgement is exercised in good faith.

### **8.03 Regular Assessments**

No later than November 30 of each year, the Board of Directors shall prepare a budget for the subsequent year, and shall determine the amount of money sufficient to pay the estimated expenses of the Association. Regular Assessments sufficient to pay such amount will then be levied against each Lot at a uniform rate. The Board's determination of the amount of the Regular Assessment will be final and binding. All such Regular Assessments will be due and payable to the Association no later than January 1 of each year. In no event will the Regular Assessment be increased by more than ten percent (10%) from the prior year, except with the vote of those Owners having at least two-thirds (2/3rds) of the votes at a Special Meeting called for the purpose of such vote.

### **8.04 Special Assessments Maximum Annual Assessment**

In addition to the Regular Assessments provided for above, the Board may levy a Special Assessment whenever in the Board's opinion such Special Assessments is necessary to fund the repair, construction, reconstruction, or replacement of capital improvements. enable the Board to carry out the functions of the Association. The amount of any Special Assessments will be at the sole discretion of the Board, subject to the requirement that no Special Assessment may be levied except with the vote of those Owners having at least two-thirds (2/3rds) of the votes at a Special Meeting called for the purpose of such vote. The due date

of any Special Assessment shall be established in the Board resolution creating such Special Assessment

#### **8.05 Effect of Non-Payment**

Any Regular or Special Assessment not paid within thirty (30) days of the due date shall be delinquent. Delinquent assessments shall bear interest at the maximum rate permitted by the laws of the State of Texas. In addition, any delinquent assessment shall bear a one-time late charge, to be levied at an amount to be determined each year by the Board of Directors in advance of levying the assessment. The Association shall have the right and power to take any lawful action against a delinquent Owner for the collection of amounts owed to the Association, including (but not limiting to) to foreclosure of the delinquent Owner's Lot, subject to all requirements and limitations of Texas Property Code Chapter 209, and/or seeking a personal judgment against such Owner. The foreclosure of the lien may be instituted in the name of the Association at the exclusive election of the board, either judicially or non-judicially, and in that event interest, late charges, and any and all costs of collection (including reasonable and necessary attorneys' fees and costs) shall be added to the amount of such assessment or charge.

#### **8.06 Sale**

As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien securing of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association; however, the sale or transfer of any Lot pursuant to first mortgage foreclosure of any proceeding in lieu thereof shall extinguish the line securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitation, if any, as the Board of Directors may determine.

#### **8.07 Date of Commencement and Notice of Assessments**

Before imposing an assessment-related enforcement action, the Association shall provide the Owner with:

- (a) A Notice of Violation in accordance with specific covenant cited (TX Prop. Code § 209.006).
- (b) A reasonable opportunity to cure, a minimum of 30 days, unless the violation is incurable or poses a threat to health and safety in accordance with (Tx Property Code§ 209.006).
- (c) Notice of Hearing with at least a 10-day advance notice of hearing date and a 30-day hearing request window in accordance with (TX Property Code§ 209.007).
- (d) A written hearing decision
- (e) If a fine or enforcement action is imposed, a 209.007 appeal hearing will be offered.

## **ARTICLE IX – LIMIT ON LOTS AND LOT DESIGNATION**

*Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)*

### **9.01 Maximum Number of Lots/Units**

To maintain Eagle Landings rural identity, there shall not exist more than seven hundred fifty (750) Lots established within the Eagle Landing Community; provided, however, that if any Lots are subdivided pursuant to Section 9.03, such resulting Lots shall together be counted as one (1) Unit for the purpose of this limitation. (TX Prop. Code § 202.004 [2025 Update]).

### **9.02 Designation of Unit and Combined Lots**

Any Owner other than the Association who acquires more than one Lot shall be deemed to have elected to treat each Lot as a separate Unit for all purposes of this Declaration, unless:

- (a) The deed from the Association to the Owner establishes fewer Units than the total number of Lots conveyed; or
- (b) The Owner files a written election with the Association and records the same in the Real Property Records of Cass County, Texas, designating one or more contiguous Lots as a single Unit. When an Owner designates two or more contiguous Lots as one Unit, the following shall apply:
  1. The combined Unit shall be subject to one (1) assessment and entitled to one (1) vote, regardless of the number of Lots combined.
  2. The combined Unit may not thereafter be subdivided or resold as separate Lots unless the tract consists of five (5) or more acres.
  3. If the Lot consists of five (5) or more acres, it may be subdivided one time only, as provided under Section 9.03 of this Declaration.
  4. The designation of combined Lots must be recorded and shall remain binding on the Owner and all successors in title. If an Owner does not elect to treat contiguous Lots as a single Unit, each Lot shall constitute a separate Lot, subject to separate assessment and entitled to one vote. (TX Prop. Code § 209.0051 [2025 Update]).

### **9.03 Eagle Landing Lakeside Community of Lots**

Any Lot consisting of five (5) acres or more may be subdivided into not more than two (2) separate Lots, provided that neither subdivided Lot shall contain less than one (1) acre. To subdivide a Lot, the Owner shall:

- (a) File a plat in the Real Property Records of Cass County, Texas, setting forth the boundaries of each subdivided Lot; and
- (b) Deliver a copy of the same to the Association.

### **9.04 Minimum Lot Size**

The Association shall not plat any Lot containing less than one (1) acre.

### **9.05 Adjustments by Association**

The Association shall have the right to modify the boundaries, location, size, or shape of Lots it owns as it deems appropriate, provided that:

- (a) No such change shall affect the boundaries or beneficial use of any Lot already conveyed to an Owner; and
- (b) All such changes shall conform to this Declaration and applicable law (TX Prop. Code § 202.004 [2025 Update]).

## **ARTICLE X – ARCHITECTURAL COMMITTEE**

*Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)*

### **10.01 The Architectural Review Committee.**

The Architectural Review Committee (“ARC”) shall consist of three (3) persons who are Members of the Association in good standing. ARC members shall be appointed by the Board of Directors from candidates nominated by the Membership. Nominations may be submitted in accordance with procedures established by the Board. If insufficient nominations are received, the Board may appoint qualified Members to fill any vacancy. The Board may remove an ARC member for resignation, inactivity, conflict of interest, failure to comply with the Governing Documents, or other good cause, subject to applicable law.

### **10.02 Scope of Review**

The ARC shall review, approve, or disapprove plans for:

- (a) Any dock, pier, boathouse, shed, or similar structure located on or adjacent to Lots contiguous to the Lake;
- (b) Any fence, wall, retaining wall, exterior alteration, or accessory structure on a lot
- (c) Any construction, modification, relocation, or addition of a dwelling or any structure on a Lot; and
- (d) Any improvement or alteration requiring approval under this Declaration or the published architectural guidelines. No structure or improvement may be commenced until ARC approval is granted or deemed granted under Section 10.03.

### **10.03 Submission of Plans; Time for Review**

All plans, specifications, site layouts, elevations, exterior materials, and colors shall be submitted in writing to the ARC by means available, to include the Eagle Landing website, by mail to the current address listed in the ARC guidelines, hand delivery to the ARC committee chair or Board ARC Committee Liaison. It is the Owners responsibility to ensure the ARC submission has been received by ARC Committee. The ARC shall issue a written decision within thirty (30) days after receipt of a completed application. A denial must include specific, factual, and verifiable reasons based on the published architectural guidelines. If the ARC fails to issue a written decision within thirty (30) days after receiving a complete submission, the application is deemed approved as submitted. (TX Prop. Code §209.00505).

### **10.04 Professional Assistance**

The ARC may retain licensed or credentialed professionals, including architects, surveyors, engineers, or other qualified specialists—to assist in reviewing applications. Costs of such professional review shall be paid by the Association as a common expense unless the Board-adopted guidelines specify that the Applicant must bear such costs.

### **10.05 Limitation of Liability**

Members of the ARC act in a volunteer capacity and shall not be personally liable to any Owner or person for decisions made in good faith under this Article. Approval by the ARC does not guarantee engineering soundness, structural integrity, or compliance with building or safety codes. (TX Prop. Code §202.007)

### **10.06 No Liability**

Neither the Association, ARC, or Board, or the members thereof, or any agent or employee thereof, shall be liable in damages to anyone submitting an application for approval, or to any Owner of a Lot affected by the Declaration or any Guidelines, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any application. Every person or entity submitting an application to the ARC agrees that no action or suit for damage will be brought against the Association, the ARC, the Board, or the members thereof, or any agent or employee thereof, related to or resulting from an application to the ARC or the approval or denial of same. In reviewing or approving applications, the ARC does not consider, warrant, promise, or guarantee the habitability, structural soundness, or integrity of any modification, installation, or construction. In reviewing or approving applications, the ARC does not consider, warrant, promise, or guarantee any modification, installation, or construction is compliant with any state, local, municipal, or federal laws, codes, or requirements.

### **10.07 ARC Process**

Architectural guidelines adopted under this Article shall be:

- (a) Approved by the Board of Directors.
- (b) Made available to Owners by posting on the Association's website or by written delivery upon request; and
- (c) Maintained as a governing policy of the Association. The guidelines are not required to be recorded in the Official Public Records of Cass County unless they relocate or modify a recorded easement.

### **10.08 Easements and Recorded Instruments**

The ARC shall not relocate, modify, alter, or interfere with any recorded easement unless:

- (a) All Owners and parties holding rights under the easement provide written consent; and
- (b) A supplemental instrument reflecting the modification is recorded in the Official Public Records of Cass County, Texas, within thirty (30) days of execution. Nothing in this Article shall be construed to authorize the ARC to alter utility easements, drainage easements, or rights-of-way without required consent.

### **10.09 ARC Denial Appeals**

A decision by the ARC denying an application may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The denial notice, and any appeal before the Board, shall conform to the requirements imposed by the Texas Property Code

### **10.10 Guidelines**

The Board may adopt and amend Guidelines governing the construction, maintenance, landscaping, and appearance of Lots in the Subdivision. Such Guidelines may include specific procedures, forms, applications, and requirements Owners must utilize when and for submitting applications to the ARC. Such Guidelines may consist of multiple written design guidelines and appearance guidelines applying to specific portions of the Lots and specific areas of Lot and Property appearance including (but not limited to): imposing limitations

and requirements on the placement and appearance of Improvements, imposing limitations and requirements on paints, colors, and stains that may be used on Lots; imposing limitations and requirements as to construction materials that may use on Lots; imposing limitations and requirements as to plant, tree, and grass species; imposing limitations and requirements on landscaping design; and, imposing limitations and requirements on exterior fixtures. In the event Guidelines directly conflict with the Declaration, the Declaration controls; otherwise, the Board may enact any Guidelines except as prohibited by applicable law. References to Guidelines in any particular Section of this Declaration shall not be read, understood, or interpreted to limit the Board to imposing Guidelines only as to or concerning those particular Sections.

#### **10.11 Septic and Environmental Compliance**

All improvements requiring wastewater disposal shall comply with:

- (a) North East Texas Municipal Water District regulations; and
- (b) Texas Commission on Environmental Quality (TCEQ) Chapter 285. ARC approval does not substitute for state or county permitting requirements.

#### **10.12 Enforcement**

The ARC may require removal or correction of any improvement constructed without required approval or in violation of approved plans or guidelines. Enforcement shall be consistent with Article VIII of this Declaration and Texas Property Code §209.006–§209.007.

## ARTICLE XI – USE RESTRICTIONS AND OBLIGATIONS

*Restated and Updated to Comply with Texas Property Code Chapters 202, 207, and 209 (2025)*

### **11.01 Non-Commercial Use**

No portion of the Property shall be used for commercial purposes except those areas designated as Commercial Areas. Nothing herein shall prohibit the raising of fruit, vegetables, or gardens for personal use, nor the rendering of professional services of a personal nature, provided such activities do not alter the residential appearance of any Lot. (TX Prop. Code § 202.003 [2025 Update]).

### **11.02 Subdividing**

No Lot shall be subdivided except as specifically permitted under Article IX, Section 9.03 of this Declaration.

### **11.03 Buildings Permitted**

All Lot/Units shall be used for single-family residential purposes. No Lot/Unit may contain more than one principal single-family residence. No duplexes, triplexes, condominiums, townhomes, apartment buildings, or other multi-family residential structures shall be permitted. Any guest house, garage apartment, accessory dwelling unit (ADU), casita, bunkhouse, or similar secondary residential structure shall remain subordinate to the primary residence and may not be sold, leased, rented, conveyed, separately metered, or separately used as an independent dwelling or for independent residential tenancy apart from the primary residence. No structure shall be erected, placed, or altered without prior written approval of the Architectural Review Committee (ARC). Lot/Units contiguous to the airfield may include an airplane hangar, subject to ARC approval. Any single-family dwelling constructed is to be a minimum of 1,000 square feet of living area.,

- (a) Exterior walls of dwellings shall be constructed of brick, stone, masonry, or wood. Other exterior materials require prior approval by the Architectural Committee. All construction shall be completed within 365 days of commencement or by architects' projection.
- (b) No house more than two (2) years old shall be moved onto any Lot/Unit without Committee approval.
- (c) No tents or temporary structures shall remain on any Lot/Unit longer than 72 hours.
- (d) No buses, shacks, or similar dwellings are allowed. All habitable structures must include approved bathroom and septic systems.
- (e) No manufactured or mobile home shall be placed on any Lot/Unit.
- (f) Any house on a pier-and-beam foundation must be underpinned in accordance with these same standards unless otherwise approved by the ARC.

#### **11.04 Lake Lot/Units**

- (a) No trees exceeding ten inches (10”) in diameter at breast height shall be removed within twenty-five (25) feet of the Lake without written approval from ARC. Limited clearing for a twelve-foot (12') access path may be approved by ARC.
- (b) Owners of Lake-contiguous Lot/Units may construct docks, piers, or covered boat slips extending up to forty feet (40') beyond the Lake's edge, subject to Architectural Committee approval.

#### **11.05 Fences**

- (a) The Board may adopt and amend reasonable fence rules and architectural standards consistent with this Declaration. The current fence policy will be maintained on the Eagle Landing HOA website.
- (b) No trees may serve as fence posts nor have wire attached.
- (c) Fences fronting Highway 155, Farm Road 161, or Rhyne's Ridge Road require prior approval by the ARC.

#### **11.06 Animals**

- (a) Fenced Cattle per ARC fencing guidelines may be kept if in accordance with the Texas Landowners association recommendation for the East Texas Region dependent upon pasture type. The following pasture types are allowed in ELPLC:
  - (1) Native Pasture- 1 AU per 3-6 acres
  - (2) Native Woodland Pasture- 1 AU per 8-15 acres
  - (3) Dense Woodland/Brush- 1 AU per 50 to 75 acres
- (b) Horses may be kept in accordance with Texas Horseman Association's recommendation 1 horse per 2 acres of Native pasture.
- (c) No other livestock, geese, or peacocks may be allowed in ELPLC.
- (d) No livestock, chickens, geese, or ducks allowed on Lakefront Property.
- (e) No commercial kennels or commercial poultry operations are permitted.
- (f) Chickens and ducks may be kept in ELPLC, up to 15 chickens, only one rooster, on a minimum 5-acre lot. No free-range chickens or ducks are allowed in ELPLC. The chicken enclosure, to ensure animals do not leave property, must be 50 feet away from structures, and property line.
- (g) Beehives may be maintained in ELPLC In accordance to Texas Beekeeper Association and Cass County requirements 4 hives for the first 5 acres then 1 hive each additional 4 acres with the maximum of 8 hives. Hives must be 50 feet away from any structure and property line.
- (h) The Association may adopt reasonable rules for the keeping of household pets and stipulating the pet must be under the control of the owner.
- (i) Owners must manage their animals and their habitats to minimize noise, odors, insects, etc. so that the keeping of their animals does not become a nuisance to neighbors or a health and safety issue to the community and lake.

### **11.07 Sanitation and Sewage**

No outside toilets are permitted except on job sites during construction or for functions at the Common Areas. All septic systems shall comply with North East Texas Municipal Water District. No system shall discharge into streams or within 100 feet of the Lake. Any deviations require written approval from the ARC and must comply with local and state health regulations.

### **11.08 Nuisance**

No use or activity that constitutes a nuisance, noise disturbance, or unsightly condition shall be permitted. Major vehicle repair, littering, or accumulation of junk is prohibited.

### **11.09 Hunting and Firearms**

Hunting, discharge of firearms, or use of fireworks or explosives is prohibited except in areas expressly designated by the Association and Texas State Law. (TX Prop. Code § 229.001 [2025 Update]).

### **11.10 Lake Usage**

- (a) Water skiing and jet skis are prohibited. HOA will maintain lake usage policy, found on Eagle Landing HOA website.
- (b) Boat speed shall not exceed 10 miles per hour (M.P.H.).
- (c) No dumping of any kind is permitted into the Lake.
- (d) Stationary rafts, trotlines, netting, and commercial fishing are prohibited.
- (e) Boats may only be launched and not parked overnight from approved Common Area ramps.

### **11.11 Roads**

All recorded roads are dedicated to public use.

### **11.12 Trucks**

No commercial trucks exceeding one (1) ton may be parked overnight on any Lot/Unit.

### **11.13 Setbacks**

Setbacks shall conform to the recorded plat or as established in the deed. Side yard setbacks shall be 25 feet, unless otherwise approved by the ARC.

### **11.14 Irrigation**

No irrigation may be conducted using water from the Lake or creeks, except by the Association for maintenance of Common Areas or for emergencies such as fire.

### **11.15 Timber Harvesting**

Timber removal for commercial sale shall be supervised by a registered professional forester and limited to no more than 50% of standing timber, unless waived by the BOD and ARC guidelines will apply. No clear-cutting shall occur.

### **11.16 Garbage**

All refuse shall be stored in closed containers and removed from the Property at least once per month. No accumulation of trash, debris, or junk is permitted. Any large items of debris from construction will require onsite roll off container.

### **11.17 Lot/Units Adjacent to Public Roads**

- (a) Owners of Lot/Units adjacent to public roads may use such roads for ingress and egress; easements for non-adjacent Owners are prohibited.
- (b) Lot/Units adjacent to State Highway 155 or Farm Road 161 may not use said roads for purposes of ingress and egress to and from their Units.
- (c) Timber within 75 feet of such roads may not be cut without written approval from ARC, such areas shall remain in a natural state.

### **11.18 Fires**

All outdoor fires must be built safely. Fireplaces must have approved spark arrestors. No hazardous or uncontrolled burning shall be permitted.

### **11.19 Church Lots**

Association may convey property within 1,000 feet of State Highway 155 for church purposes. Such lots are exempt from assessments and Common Area membership.

### **11.20 Strip Mining**

Strip mining is prohibited except that the Association may remove gravel for maintenance of Common Areas or internal roads.

### **11.21 Signs**

No sign shall be erected or maintained on a Lot except:

- a. one (1) temporary "For Sale" sign placed on the Lot. The sign must be professionally made and shall be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from the finished grade of the Lot at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale or lease of the Lot.
- b. Political signs, to the extent such signs are permitted by the laws of the State of Texas, and subject to the right of the Board to adopt Rules regulating such political signs in accordance with Texas law.
- c. Religious signs, to the extent such signs are permitted by the laws of the State of Texas, and subject to the right of the Board to adopt Rules regulating such religious signs in accordance with Texas law.

- d. Any other sign approved in writing by the ARC prior to installation.
- e. Sales or model signs as may be determined by the Board of Directors.

#### **11.22 Airfield Use**

Owners of Lot/Units contiguous to the airfield may construct hangars upon approval by the Architectural Committee. The airfield is restricted to Owners and their guests. Reasonable usage fees may be established by the Association.

#### **11.23 Drainage**

No construction or activity shall materially alter or obstruct natural drainage patterns without written approval of the Architectural Committee. Streams and springs shall remain in their natural state.

#### **11.24 Common Area Fees**

No fees shall be charged to Owners or their immediate families for Common Area usage, except as expressly authorized for airfield operation or special maintenance needs, and the Smokey Area utility reimbursement fee.

#### **11.25 Prohibition of Communal or Timeshare Use**

No commune, cooperative, timeshare, or similar shared-ownership living arrangement shall be permitted on any Unit. (TX Prop. Code § 221.003 [2025 Update]).

#### **11.26 Recreational Vehicles (RVs)**

RVs are allowed in Eagle Landing that are on an improved surface and governed by the Board of Directors through the RV policy which is posted on HOA website.

#### **11.27 Renewable Energy, Water, and Emergency Equipment**

Members have the right to use solar panels, rainwater systems, or generators meeting state and safety placement standards. The Board of Directors may institute policies to place reasonable restrictions to ensure community standards. (TX Prop. Code § 202.007, 202.010, 202.020 [2025 Update]).

## **ARTICLE XII – REPAIR AND MAINTENANCE OBLIGATIONS OF OWNERS**

*Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)*

### **12.01 Owner Responsibility**

Each Owner shall be solely responsible, at the Owner's cost and expense, for maintaining, repairing, and replacing all improvements located on the Owner's Lot/Unit. This includes, but is not limited to, residences, docks, piers, boathouses, outbuildings, retaining walls, driveways, fences, and all other structures or fixtures situated thereon. All improvements must be kept in a condition that is clean, safe, and reasonably presentable so as not to detract from the appearance of surrounding properties or the Community as a whole. Failure to maintain improvements as required shall be addressed by the Board of Directors in accordance with adopted policies and Texas Property Code Chapter 209

### **12.02 Emergency or Natural Disaster**

In the event of an emergency or natural disaster, the Association and any residents assisting under applicable Texas Good Samaritan laws may enter a residence or other structure only to the extent reasonably necessary to preserve life or property. Such entry is authorized solely for emergency response and shall not constitute a general right of entry for inspections or enforcement.

### **12.03 Assessment of Costs**

All costs and expenses incurred by the Association to enforce this Article—including corrective action, emergency stabilization, or repair made necessary by an Owner's failure to maintain improvements—shall constitute an individual assessment against the non-complying Owner. Such amounts are due and payable upon written demand and shall carry the same legal status and enforcement remedies as other assessments levied under Article VIII of this Declaration, including lien rights and foreclosure authority as permitted by Texas Property Code §209.0092.

## **ARTICLE XIII – DURATION AND AMENDMENT**

### **13.01 Duration**

This Declaration shall remain in full force and effect for an initial term of ten (10) years from the date of recording and shall automatically renew for successive ten (10) year periods thereafter unless amended or terminated as provided in this Article.

(TX Prop. Code § 209.0041(a))

### **13.02 Termination**

This Declaration may be terminated only by the affirmative vote or written proxy of Owners entitled to cast at least eighty percent (80%) of votes in the Association.

Any instrument of termination must

- (a) be executed by the required percentage of Owners, and
- (b) recorded in the Official Public Records of Cass County, Texas

### **13.03 Amendment Procedures**

This Declaration may be amended by the affirmative vote or written proxy of Owners entitled to cast sixty-seven percent (67%) of all votes in the Association, as required by the Original Declaration and Texas Property Code § 209.0041.

The Board of Directors may amend Declaration for non-substantive corrections such as:

- (a) typographical errors or clerical,
- (b) cross-reference corrections, or
- (c) changes required by federal, state, or county law. All amendments must be recorded in the Official Public Records of Cass County, Texas to become effective.

## ARTICLE XIV – GENERAL PROVISIONS

*Restated and Updated to Comply with Texas Property Code Chapters 202 and 209 (2025)*

### **14.01 Enforcement**

The Association or any Owner shall have the right to enforce, by legal or equitable proceedings, all restrictions, covenants, conditions, reservations, liens, and charges imposed by this Declaration or any amendment thereto. The Board of Directors shall maintain an Association fine policy, which shall be posted on the Eagle Landing HOA website. Failure by the Association or any Owner to enforce any covenant or restriction shall not constitute a waiver of the right to enforce it at a later time. Enforcement actions may include injunctive relief, recovery of damages, and collection of assessments or fines authorized by this Declaration or the Association's governing documents. All enforcement actions must comply with the notice, hearing, and due-process requirements of Texas Property Code §§ 209.006 and 209.007.

### **14.02 Severability**

If any provision of this Declaration is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

### **14.03 Notices**

(a) Notices to Owners. Notices required under this Declaration shall be deemed delivered when deposited by verified mail/email, addressed to the Owner at the last address shown in the Association's records at the time of mailing and/or email of record.

(b) Notices to the Association or ARC. Plans, specifications, and notices are required to be delivered to Architectural Committee through electronic submission on the Association's website or hand delivery. (TX Prop. Code §209.00505)

### **14.04 Dispute Resolution**

Disputes or disagreements between Owners, or between an Owner and the Association, regarding the interpretation or application of this Declaration or the Association's Bylaws shall first be submitted in writing to the Board of Directors for review and determination.

### **14.05 Venue and Jurisdiction**

All legal actions brought by or against the Association, or any action arising out of or relating to this Declaration, shall be filed in the District Court of Cass County, Texas, which court shall have proper jurisdiction and venue over such matters. All Owners expressly consent to such venue and jurisdiction.

### **14.06 Governing Document Hierarchy**

In the event of any conflict or inconsistency between applicable law, this Declaration, the Association's Certificate of Formation or Articles of Incorporation, Bylaws, Rules, Policies, Guidelines, or Architectural Guidelines, the following order of priority shall control:

- (a) applicable federal, state, and local law;
- (b) this Declaration;
- (c) the Association's Certificate of Formation or Articles of Incorporation;

(d) the Bylaws; and

(e) duly adopted Rules, Policies, and Guidelines.

No Rule, Policy, Guideline, or Architectural Guideline adopted by the Association shall conflict with or supersede this Declaration.

## EXHIBIT "A"

### For Declaration of Covenants and Restrictions for the Historical Declarant.

#### TRACT ONE

All that certain 1,270.80 acre tract 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 1,558.599 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 1,107.69 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.

THENCE: S 89° 08' 07" E along the survey line 1,451.88 ft. to an iron rod for an ell corner, the southeast corner of the Amos Ury Survey, Abstract 1060, and the southwest corner of the McClosky Survey;

THENCE: N 00° 54' 39" E, 2,861.28 ft. to a planted rock;

THENCE: N 00° 20' 14" E at 394.92 ft. past the northeast corner of the Ury Survey and an ell corner of the McKenzie Survey, a total distance of 1,734.53 ft. to an iron rod at fence corner for an intermediate northwest corner;

THENCE: S 88° 19' 39" E, 1,549.82 ft. to an iron rod in the east line of the McKenzie Survey and the west line of the Frazier Survey for an ell corner;

THENCE: N 00° 48' 50" E along the survey line 312.03 ft. to an iron rod for an intermediate northwest corner;

THENCE: S 89° 47' 53" E, 811.34 ft. to an iron rod for an ell corner;

THENCE: N 02° 33' 58" W, 416.77 ft. to a railroad spike in road for a corner;

THENCE: with the county road —

S 50° 53' 05" E, 424.42 ft.; S 53° 00' 07" E, 329.30 ft.;  
 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.; N 79° 54' 06" E, 200.00 ft.;  
 N 78° 28' 09" E, 349.00 ft.; N 83° 01' 11" E, 550.00 ft.;  
 S 75° 37' 51" E, 455.85 ft.;  
 THENCE: S 39° 00' 23" E, 312.33 ft. along county road to a RR spike in the west line of the Thomas Toby Survey, A-1056;  
 THENCE: S 00° 17' 28" W along the survey line 3,002.61 ft. to an iron rod for an ell corner;  
 THENCE: S 89° 44' 45" E along the survey line 192.56 ft. to a sucker rod;  
 THENCE: S 00° 15' 15" W, 1,096.26 ft.;  
 THENCE: N 89° 44' 45" W, 193.25 ft. to an iron pipe in the west line of the Morris Survey;  
 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;  
 THENCE: along said right-of-way —  
 S 69° 15' 23" W, 324.18 ft.; S 66° 46' 15" W, 200.00 ft.;  
 S 61° 03' 37" W, 402.00 ft.; S 66° 46' 15" W, 1,600.00 ft.;  
 S 63° 54' 30" W, 200.25 ft.; S 66° 48' 19" W, 1,090.78 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;  
 THENCE: N 00° 05' 21" E, 424.83 ft. to a Red Oak marked "X";  
 THENCE: N 89° 29' 08" W, 1,509 ft. to the place of beginning, containing 1,270.80 acres of land.

## **TRACT TWO**

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 1,558.599 acre tract surveyed by Ralph Daniels, March 2, 1981, for Rhyne Simpson, Jr.

BEGINNING AT: an iron rod in the north line of the Frazier Survey and the south line of the J.J. Martin Survey, A-734, for the northwest corner of said 287.799 acres;

THENCE: S 89° 47' 53" E, 1,250.74 ft.; S 00° 11' 05" W, 1,604.18 ft.;

N 89° 55' 17" E, 1,646.61 ft.; S 00° 20' 03" W, 345.65 ft.;

N 89° 14' 57" E, 2,669.89 ft.; S 00° 17' 28" W, 2,609.91 ft.;

N 39° 00' 19" W, 312.33 ft.; N 17° 45' 06" E, 400.00 ft.;

N 03° 45' 16" E, 200.00 ft.; N 12° 41' 52" W, 200.00 ft.;

N 00° 53' 51" W, 79.64 ft.; S 89° 06' 09" W, 1,630.33 ft.;

S 00° 53' 51" E, 888.38 ft.;

then along the county road —

S 87° 28' 15" W, 143.22 ft.; N 86° 05' 09" W, 160.99 ft.;

N 76° 09' 58" W, 304.21 ft.; N 68° 08' 17" W, 793.49 ft.;  
N 82° 56' 01" W, 293.25 ft.; N 78° 49' 43" W, 144.94 ft.;  
N 74° 09' 19" W, 609.83 ft.; N 65° 48' 23" W, 396.63 ft.;  
N 59° 35' 40" W, 446.19 ft.; N 53° 00' 07" W, 329.30 ft.;  
N 50° 53' 05" W, 424.42 ft.; N 02° 33' 58" W, 2,888.05 ft. to the place of beginning,  
containing 287.799 acres of land.

TOTAL ACREAGE: 1,270.80 acres + 287.799 acres = 1,558.599 acres, more or less.

*Surveyed by Ralph Daniels, March 2, 1981, for Rhyne Simpson, Jr.*

## **EXHIBIT “B”**

### **For Declaration of Covenants and Restrictions for the Association.**

- (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 Homeowners Association 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 Homeowners Association dated March 1, 1985, recorded at Vol. 739, Page 418, Real Property Records, Cass County, Texas.
- (12) Deed of Trust from Eagle Landing Homeowners Association 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 Homeowners Association 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 Lot Agreement filed 4/30/74 on Simpson Gas Lot #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.]*

**EXHIBIT C**  
**2025 LEGISLATIVE AND POLICY UPDATES**

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(For Recording with the Restated Declaration of Covenants, Conditions, and Restrictions for Eagle Landing, Inc.)

Cass County, Texas

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**1. OPEN BOARD MEETINGS AND MEMBER ACCESS**

Pursuant to Texas Property Code §209.0051:

All meetings of the Eagle Landing Board of Directors shall be open to members of the Association except for executive sessions permitted by law. Notice of each meeting shall be provided to all members at least one hundred forty-four (144) hours before the meeting by posting on the Association’s website or at a conspicuous location within the ELPLC.

Members have the right to attend and speak before the Board on any agenda item, subject to reasonable time limits adopted by policy.

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**2. RECORDS RETENTION AND INSPECTION**

In accordance with Texas Property Code §209.005:

The Association shall maintain its financial records, contracts, meeting minutes, and governing documents for a minimum of seven (7) years.

Records shall be made available for member inspection or duplication within ten (10) business days of written request. Reasonable copy and administrative fees may apply.

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**3. ARCHITECTURAL REVIEW COMMITTEE (ARC) PROCEDURES**

In compliance with §209.00507:

All ARC decisions shall be issued in writing within thirty (30) days of receiving a complete application.

Failure to issue a written decision within that time constitutes approval by default.

ARC communications, submissions, and approvals may occur electronically.

Any denial must include specific reasons and the procedure for appeal to the Board.

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#### **4. ENFORCEMENT AND FINES**

Pursuant to §209.006:

Before assessing any fine or suspension, the Association shall provide the Owner with written notice of the alleged violation and at least thirty (30) days to cure.

The Owner has the right to request a hearing before the Board or an appointed committee. No fine or suspension shall be imposed without due process and written resolution.

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#### **5. VOTING, QUORUM, AND ELECTRONIC PARTICIPATION**

In compliance with §§209.0058 and 209.00592:

Electronic ballots, proxies, and remote participation in meetings are authorized.

A “majority of a quorum” constitutes approval for ordinary business unless otherwise specified.

Ballots shall be retained as Association records for at least one (1) year.

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#### **6. POLITICAL SIGNS, FLAGS, AND MEMBER GATHERINGS**

Per §§202.012 202.013:

Owners may display political signs and flags on their property in accordance with state law.

Peaceful political gatherings may occur within the ELPLC upon prior notice to the Association, subject to reasonable time, place, and manner rules.

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#### **7. RENEWABLE ENERGY, WATER, AND EMERGENCY EQUIPMENT**

Pursuant to §§202.007, 202.010,

The Association shall not prohibit solar panels, rainwater harvesting systems, standby generators, or other energy or emergency equipment so long as installations meet governmental safety standards and are reviewed by the ARC for placement and aesthetic harmony.

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#### **8. DISPUTE RESOLUTION AND MEDIATION**

Under §209.007:

Prior to litigation, the Association or any Owner may request mediation of disputes

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arising under these Covenants.

Costs of mediation shall be shared equally unless otherwise agreed.

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## **9. NONPROFIT CORPORATE COMPLIANCE**

Pursuant to the Texas Business Organizations Code, Chapter 22:

The Eagle Landing Homeowners Association, Inc. shall remain organized as a nonprofit corporation.

Board members owe fiduciary duties of loyalty and care to the Association.

Directors and officers shall be indemnified to the fullest extent permitted by law.

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## **10. RECORDATION AND CONTINUITY**

This Exhibit D and all referenced statutes are hereby incorporated into the Restated Declaration as of 2025.

All provisions of this Declaration remain in full force and effect except as specifically modified herein.

This Exhibit shall serve as the statutory compliance attachment for the Eagle Landing, Inc. governing documents.

**Exhibit D**

**APPENDIX — STATUTORY CROSS-REFERENCE**

**PREPARED BY:**

Connie “Renaë” Dineen  
Cass County, Texas

**RETURN TO:**

Eagle Landing Homeowners Association  
P.O. Box 304  
Avinger, Texas 75630

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**APPENDIX — STATUTORY CROSS-REFERENCE**

*(For Recording with the Restated Declaration of Covenants, Conditions, and Restrictions for  
Eagle Landing, Inc.)  
Cass County, Texas*

**STATE OF TEXAS §  
COUNTY OF CASS §**

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This Appendix is attached to and made part of the Restated Declaration of Covenants, Conditions, and Restrictions for Eagle Landing Homeowners Association and is intended to document the statutory cross-references between the governing provisions of this Declaration and the Texas Property Code (as amended through 2025) and the Texas Business Organizations Code.

All provisions herein are incorporated by reference and shall guide interpretation, enforcement, and compliance of the Association’s governing instruments.

**1. Open Board Meetings**

*CCRs Reference: Article VII, Section 3*

*Statutory Authority: Texas Property Code §209.0051*

Summary: Requires open meetings of the Board with 144-hour advance notice to members, except for emergency meetings permitted under Texas Property Code §209.0051 Members may attend and speak on agenda items.

## **2. Records Retention and Member Access**

*CCRs Reference: Article VII, Section 8*

*Statutory Authority: §209.005*

Summary: Association must maintain and provide access to records within 10 business days upon written request. Minimum retention: 7 years.

## **3. Architectural Review Committee**

*CCRs Reference: Article X, Section 3*

*Statutory Authority: §209.00507*

Summary: ARC must render decisions within 30 days of the application, if the submission was complete, it is deemed approved. Electronic submissions and notices are authorized.

## **4. Enforcement and Fines**

*CCRs Reference: Article VIII, Section 5*

*Statutory Authority: §209.006*

Summary: Written notice and 30-day cure period required prior to fines or suspensions; right to hearing before Board or committee.

## **5. Voting, Quorum, and Electronic Participation**

*CCRs Reference: Article VI, Section 2*

*Statutory Authority: §§209.0058 & 209.00592*

Summary: Authorizes remote attendance, electronic ballots, and retention of voting records for one year.

## **6. Political Signs, Flags, and Gatherings**

*CCRs Reference: Article XI, Section 27*

*Statutory Authority: §§202.018–202.019*

Summary: Protects owner rights to display lawful political signs and U.S./Texas flags; allows peaceful political gatherings with notice.

## **7. Renewable Energy, Water, and Emergency Equipment**

*CCRs Reference: Article XI, Section 29*

*Statutory Authority: §§202.007, 202.010, 202.020*

Summary: HOA may not prohibit solar panels, rainwater systems, or generators meeting state safety and placement standards.

## **8. Dispute Resolution and Mediation**

*CCRs Reference: Article XI, Section 4*

*Statutory Authority: §209.007*

Summary: Requires opportunity for mediation before litigation; costs shared unless otherwise agreed.

**9. Nonprofit Corporate Compliance**

*CCRs Reference: Article VII, Section 13*

*Statutory Authority: Texas Business Organizations Code, Chapter 22*

Summary: Affirms HOA’s nonprofit corporate status; defines fiduciary duties and indemnification for directors and officers.

**10. Recordation and Continuity**

*CCRs Reference: Exhibit D*

*Statutory Authority: Property Code amendments through 2025*

Summary: Confirms this appendix as the official cross-reference record for statutory compliance.

IN WITNESS WHEREOF, the undersigned Association has caused this Appendix to be executed to accompany the Restated Declaration this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

EAGLE LANDING HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF CASS §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, authorized representative of Eagle Landing Homeowners Association., on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

# EXECUTION AND ACKNOWLEDGMENT

*For Recording in the Official Public Records of Cass County, Texas*

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of Eagle Landing Homeowners Association., a Texas corporation (the “Association”), has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 2026, intending that this instrument be binding upon itself, its successors, and assigns.

**ASSOCIATION:**  
EAGLE LANDING HOMEOWNERS ASSOCIATION  
A Texas Non-profit Corporation

By: \_\_\_\_\_  
(Authorized Officer / Representative)

Title: \_\_\_\_\_

**STATE OF TEXAS**  
**COUNTY OF CASS**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Eagle Landing Homeowners Association a Texas Non-profit corporation, on behalf of said corporation.

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**Notary Public, State of Texas**  
My Commission Expires: \_\_\_\_\_  
(Notary Seal)

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# CERTIFICATE OF APPROVAL

*Eagle Landing Homeowners Association*

This Restated Declaration of Covenants, Conditions, and Restrictions for Eagle Landing ELPLC was duly approved and adopted by the vote of the Members of the Eagle Landing Homeowners Association, in accordance with Article XIII of the Declaration, on the \_\_\_\_ day of \_\_\_\_\_, 2026.

## **EAGLE LANDING HOMEOWNERS ASSOCIATION**

A Texas Non-Profit Corporation

By: \_\_\_\_\_  
(President or Authorized Officer)

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Secretary or Witness)

**STATE OF TEXAS**  
**COUNTY OF CASS**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of Eagle Landing Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

---

**Notary Public, State of Texas**  
My Commission Expires: \_\_\_\_\_  
(Notary Seal)

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## **PREPARED FOR RECORDING BY:**

Eagle Landing Homeowners Association  
P.O. Box 304  
Avinger, Texas 75630