

**DECLARATION OF AMENDMENT AND RESTATEMENT**  
**TO**  
**DEDICATION AND RESTRICTIONS**  
**FOR**  
**WILDWOOD RESORT CITY**

**TABLE OF CONTENTS**

<b>ARTICLE 1</b>	<b>DEFINITIONS .....</b>	<b>2</b>
	SECTION 1.1. Architectural Control Committee or ACC .....	2
	SECTION 1.2. Association.....	2
	SECTION 1.3. Board.....	2
	SECTION 1.4. Commercial Property .....	2
	SECTION 1.5. Common Property(ies) and/or Common Area(s).....	2
	SECTION 1.6. Declaration .....	2
	SECTION 1.7. Governing Documents .....	2
	SECTION 1.8. Lot .....	2
	SECTION 1.9. Member .....	3
	SECTION 1.10. Natural Resources .....	3
	SECTION 1.11. Non-Resident Owner .....	3
	SECTION 1.12. Occupant .....	3
	SECTION 1.13. Owner.....	3
	SECTION 1.14. Property(ies).....	3
	SECTION 1.15. Renter .....	3
	SECTION 1.16. Residence .....	3
	SECTION 1.17. Resident Owner.....	3
	SECTION 1.18. Single-Family.....	3
	SECTION 1.19. Subdivision .....	3
	SECTION 1.20. Subdivision Plat(s) .....	3
<b>ARTICLE 2</b>	<b>RESERVATIONS, EXCEPTIONS AND DEDICATIONS .....</b>	<b>4</b>
	SECTION 2.1. Dedications & Easements. ....	4
	SECTION 2.2. Use Restrictions Imposed .....	4
<b>ARTICLE 3</b>	<b>USE RESTRICTIONS.....</b>	<b>4</b>
	SECTION 3.1. Single-Family Lots.....	4

SECTION 3.2.	Minimum Building Square Footage.....	5
SECTION 3.3.	Building Setback Lines. ....	5
SECTION 3.4	Front of House Direction. ....	5
SECTION 3.5.	Construction Type.....	6
SECTION 3.6.	Garages & Carports.....	6
SECTION 3.7.	Driveways. ....	6
SECTION 3.8.	Sewage Requirements.....	6
SECTION 3.9.	Private Water Wells. ....	7
SECTION 3.10.	LPG Tanks. ....	7
SECTION 3.11.	Paint. ....	7
SECTION 3.12.	Fences. ....	7
SECTION 3.13.	Construction Storage & Outbuildings.....	7
SECTION 3.14.	Outbuildings.....	7
SECTION 3.15.	Greenhouses.....	7
SECTION 3.16.	Excavations.....	8
SECTION 3.17.	Pools and Outdoor Spas.....	8
SECTION 3.18.	Completion Date.....	8
SECTION 3.19.	Temporary Structures.....	8
SECTION 3.20.	Pre-Built House & Trailers.....	8
SECTION 3.21.	Multiple Family & Motels.....	8
SECTION 3.22.	Renting or Leasing.....	8
SECTION 3.23.	Signs.....	8
SECTION 3.24.	Clothes Lines.....	9
SECTION 3.25.	Animals.....	9
SECTION 3.26.	Rubbish & Lot Clearing.....	9
SECTION 3.27.	Storage on Lot.....	9
SECTION 3.28.	Lot Maintenance.....	9
SECTION 3.29.	Owner’s Obligation to Rebuild.....	10
SECTION 3.30.	Nuisance.....	10
SECTION 3.31.	Common Properties.....	10
SECTION 3.32.	Lake Kimble.....	10
SECTION 3.33.	Commercial Property.....	11
SECTION 3.34.	Grandfathered.....	11
<b>ARTICLE 4</b>	<b>ARCHITECTURAL CONTROL COMMITTEE.....</b>	<b>11</b>

SECTION 4.1.	Purpose & Codes.....	11
SECTION 4.2.	Approval Required.....	11
SECTION 4.3.	ACC Submittals Required.....	12
SECTION 4.4.	Lake Estate Garden Homes, Phase II.....	12
SECTION 4.5.	Deadline for Approval .....	12
SECTION 4.6.	Permits Required.....	13
SECTION 4.7.	Building Inspections .....	13
SECTION 4.8.	Variances.....	13
SECTION 4.9.	Membership .....	14
SECTION 4.10.	Replacement or Removal.....	15
SECTION 4.11.	No Compensation.....	15
SECTION 4.12.	ACC Guidelines .....	15
SECTION 4.13.	No Waiver of Future Approvals .....	15
SECTION 4.14.	Limitation of Liability.....	15
SECTION 4.15.	Applicable Restrictions and Guidelines.....	16
<b>ARTICLE 5</b>	<b>WILDWOOD PROPERTY OWNERS ASSOCIATION .....</b>	<b>16</b>
SECTION 5.1.	Membership .....	16
SECTION 5.2.	Voting Rights .....	16
SECTION 5.3.	Nonprofit Corporation .....	16
<b>ARTICLE 6</b>	<b>MAINTENANCE CHARGE .....</b>	<b>16</b>
SECTION 6.1.	Maintenance Charge .....	16
SECTION 6.2.	Maximum Permissible Assessments.....	16
SECTION 6.3.	Adjustments to Assessments.....	17
SECTION 6.4.	Owners of Multiple Lots.....	17
SECTION 6.5.	Use Assessments.....	18
SECTION 6.6.	Special Assessments .....	36
SECTION 6.7.	Builder Exemption .....	18
SECTION 6.8.	Collection Rights & Liabilities.....	19
SECTION 6.9.	Uses of Fund .....	19
SECTION 6.10.	No Compensation.....	20
SECTION 6.11.	Vendor’s Lien .....	20
SECTION 6.12.	Delinquency .....	20
SECTION 6.13.	No Subordination .....	20
<b>ARTICLE 7</b>	<b>GENERAL PROVISIONS.....</b>	<b>21</b>
SECTION 7.1.	Term & Amendment.....	21

SECTION 7.2.	No Waiver .....	21
SECTION 7.3.	Enforcement .....	21
SECTION 7.4.	Fines .....	21
SECTION 7.5.	Entitlement to Use Common Properties .....	21
SECTION 7.6.	Audit .....	22
SECTION 7.7.	Word Use .....	22
SECTION 7.8.	Savings Clause .....	22
SECTION 7.9.	Conflicts .....	22
<b>CERTIFICATION</b> .....		<b>22</b>

**DECLARATION OF AMENDMENT AND RESTATEMENT**  
**TO**  
**DEDICATION AND RESTRICTIONS**  
**FOR**  
**WILDWOOD RESORT CITY**

This **Declaration of Amendment and Restatement to Dedication and Restrictions** (herein "**Declaration**") is made on the date set forth below by **Wildwood Property Owners Association**, a Texas non-profit corporation (herein "**Association**"). This Declaration **replaces, amends, and supersedes** all of the now existing Dedication and Restrictions as they may have been amended, supplemented or ratified over the years as more fully described below (herein "**Superseded Restrictions**").

**PREAMBLE**

WHEREAS, Wildwood Resort City is a subdivision of real property located in both Hardin County, Texas, and Tyler County, Texas, according to the **Subdivision Plats** recorded in the plat records of their respective counties as detailed in the attached and incorporated **Exhibit "A;"** and

WHEREAS, the **Superseded Restrictions** were recorded in either Hardin County, Texas, or Tyler County, Texas, in the real property records of their respective counties as detailed in the attached and incorporated **Exhibit "B;"** and

WHEREAS, while the above listed Subdivision Plats and Superseded Restrictions are intended to be a complete list of the same, if a map, plat or Dedication and Restriction as amended, supplemented or ratified has not been listed herein, the intent of the drafter is that it should have been included and therefore this Declaration is to be read as if it had been listed specifically herein and it too is now replaced, amended, and superseded; and

WHEREAS, it is the intent of the Association to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such Property in order to establish a uniform plan for the development, improvement and sale of such Property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of Lots in said Subdivision; and

WHEREAS, Paragraph 21 of the Superseded Restrictions does not allow for modification of the Superseded Restrictions without the filed written and acknowledged agreement of 75% of the legal title owners; and

WHEREAS, Texas Property Code, Section 209.0041 (h), which supersedes any contrary dedicatory instrument otherwise, gives property owners the right to amend the Superseded Restrictions "only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration. . . ."; and

WHEREAS, the Superseded Restrictions have been amended by a vote of at least a 67% of the total votes allocated to property owners entitled to vote in the Association thereby approving this Declaration of Amendment and Restatement to Dedication and Restrictions as attested to by the Chairperson of the Association below;

**NOW, THEREFORE**, the Association declares that all real property within the subdivision including all Lots and Common Properties shall be held,

sold, conveyed and made known subject to the following easements, restrictions, covenants, conditions, charges and liens (sometimes referred to collectively as “**covenants, conditions and restrictions**”) all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. These covenants, conditions and restrictions shall run with said Property, including the Lots, and shall be binding upon all parties having or acquiring any right, title or interest in any Lot, their heirs, successors and assigns and shall inure to the benefit of each Owner. Areas designated on Subdivision Plats as “Reserved” or “Future Development” (herein “**Unrestricted Reserves**”) and Lot 94 of Block “T,” are hereby **EXCEPTED** and expressly are not subject to this Declaration *unless* specifically set out herein otherwise.

**ARTICLE 1**  
**DEFINITIONS**

**SECTION 1.1. “Architectural Control Committee” or “ACC”** shall mean the Architectural Control Committee.

**SECTION 1.2. “Association”** shall mean Wildwood Property Owners Association, a Texas non-profit corporation, its successors and assigns, acting through its employees, General Manager or property manager, and its Board of Directors and officers.

**SECTION 1.3. “Board”** shall mean the Board of Directors of the Association.

**SECTION 1.4. “Commercial Property”** shall mean any Property within the Subdivision which is to be or is now being used for a commercial profit-making business including but not limited to Lots 1-5, Block 1 and Lots 1-12, Block 2, of the designated Commercial Area No. 1, and Blocks 197, 198, and 199.

**SECTION 1.5. “Common Property(ies)” and/or “Common Area(s)”** shall mean all properties, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members, including all amenities and improvements on such properties. Common Properties include but are not limited to: roads and streets; lakes; golf courses(s); parks; recreational plots; water system; sewer system; stables; and, airport.

**SECTION 1.6. “Declaration”** shall be this Declaration of Amendment and Restatement to Dedication and Restrictions which is also known and commonly referred to as “deed restrictions.”

**SECTION 1.7. “Governing Documents”** shall be:

(A) Articles of Incorporation or Certificate of Formation, as it may be amended, filed with the Secretary of State of Texas;

(B) Bylaws, as it may be amended; and,

(C) all documents, policies, rules, and regulations of the Association to include but not limited to Rules and Regulations Governing Use of Community Facilities, ACC Guidelines, and other Board Policies which may be modified from time to time at the sole discretion of the Board for the betterment of the Association, said discretion limited only by this Declaration and state and federal law.

This definition does *not* include the Declaration.

**SECTION 1.8. “Lot”** shall mean the Lot, whether one or more, shown upon the Subdivision Plat which is restricted to use for Single-Family Residences only.

SECTION 1.9. **“Member”** shall mean those persons who are record Owners of any Lot located within jurisdiction of the Association, who are entitled to membership in the Association. The Association shall have only one class of voting membership.

SECTION 1.10. **“Natural Resources”** shall mean any material or substance which occurs in nature and can be used for economic gain including but not limited to oil, gas, other minerals, forest and lumber, and water. "Other minerals" shall include coal, lignite, uranium, sulphur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of the State of Texas.

SECTION 1.11. **“Non-Resident Owner”** shall mean an Owner of a vacant Lot.

SECTION 1.12. **“Occupant”** shall mean any person including the Owner or Renter residing in the Residence on any Lot.

SECTION 1.13. **“Owner”** shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties. Married persons shall be considered “Owners” regardless of whether or not each of their names appears on the recorded deed to the Lot. In the event of the execution of a contract for sale covering any Lot, the “Owner” shall be the purchaser named in the contract. This definition excludes those having an interest in the Lot merely as security for the performance of an obligation and those having only an interest in the Natural Resources.

SECTION 1.14. **“Property(ies)”** shall mean that certain real property and portions of same in this Subdivision and any additional properties made subject to these terms pursuant to the provisions set forth in this Declaration, also sometimes known as “tracts.”

SECTION 1.15. **“Renter”** shall mean any person or persons who are under a rental or lease agreement, regardless of its term, for the purpose of occupying the Residence. Renters shall be subject to “Single Family” definition.

SECTION 1.16. **“Residence”** shall mean a building, dwelling, home, or other improvements customarily used by Single-Family persons.

SECTION 1.17. **“Resident Owner”** shall mean an Owner upon whose Lot a Residence sits, whether occupied or not.

SECTION 1.18. **“Single-Family”** shall be two persons legally recognized by the State of Texas as married, or husband and wife, or two parents/partners, or an individual with or without children or grandchildren (natural, adopted, or foster), or Mother and/or Father, or Mother-in-law and/or Father-in-law.

SECTION 1.19. **“Subdivision”** shall be all sections of Wildwood Resort City as identified on the Subdivision Plats.

SECTION 1.20. **“Subdivision Plat(s)”** shall mean the map(s) or plat(s) of Wildwood Resort City as recorded in the Plat Records of Hardin County and/or Tyler County, Texas, as more specifically set forth above in the attached and incorporated Exhibit “A.”

**ARTICLE 2**  
**RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

**SECTION 2.1. Dedications & Easements.**

(A) The Subdivision Plats dedicate to the public use forever the *easements* (i.e., utility, drainage, etc.) shown and described thereon, including the right to use such roads and/or streets shown on the Subdivision Plats for installation and maintenance of utilities, drainage, etc. But the roads shown thereon are and shall remain *private roads* for the use by the Association and Owners as a means of ingress and egress to, through, and from Property in said Subdivision under such rules and regulations as may be promulgated from time to time by the Board together with the basic restrictions, conditions, covenants and limitations shown thereon which power is limited only by those specific use restrictions set forth below or state and federal law.

(B) There is also hereby imposed on each Lot:

(1) a 7 ½ foot wide utility easement immediately adjacent to all street right-of-ways and immediately adjacent to the rear property lines; and

(2) a 2 ½ foot wide easement along and adjacent to each Lot's sidelines.

(C) The easements imposed on these Lots includes but is not limited to the right to trim or remove all trees and shrubs on or overhanging said easements.

**SECTION 2.2. Use Restrictions Imposed.** For the purpose of creating and carrying out a uniform plan for the improvement and sale of said Lots in said Subdivision as a restricted Subdivision, the following covenants, conditions and restrictions upon said Property hereinafter set forth, except as may be otherwise provide, shall be and are hereby established, adopted and imposed upon each Lot and Commercial Property in said Subdivision and same shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Association, Owners, their heirs, executors, successors and assigns and all subsequent purchasers of any of said Lots and Commercial Property, their heirs, executors, administrators, successors and assigns. Each such party by virtue of accepting a contract, deed or lease, covering any of said Lots or Commercial Property, shall be subject to and bound by the covenants, conditions and restrictions as hereinafter set forth, as though fully incorporated in each and every contract, deed or lease, covering the Lots set forth on said Subdivision Plat.

**ARTICLE 3**  
**USE RESTRICTIONS**

**SECTION 3.1. Single-Family Lots.**

(A) No Lot shall be used for anything other than private, Single-Family residential purposes. No Residence, building, structure, garage, outbuilding, servants' quarters, swimming pools or other improvement customarily pertaining to a Residence, shall be designed, constructed, erected, placed or altered on any Lot other than that as may be suitable and/or proper for the use and occupancy of said Lot for Single-Family residential purposes, except on Commercial Property as approved by the ACC.

(B) *One Residence per Lot.* The Residence must be constructed entirely on a single Lot and may not be constructed on two or more Lots, unless a variance is



granted by the Board and the two or more Lots are re-platted at the Owner's expense.

(B) *Lot Size.* No Lot shall be subdivided into nor shall any Residence be erected or placed on any subdivided Lot having less than 5,000 square feet of area of real property or as shown on the Subdivision Plat, unless as otherwise authorized in writing by the ACC. The only exception is for Block 197, Lot 1, where the minimum square feet is 4,900.

SECTION 3.2. Minimum Building Square Footage.

(A) In no event shall any Residence be erected or permitted nor the plans approved therefor which shall have a floor area of less than fifteen hundred (1,500) square feet, exclusive of garages and other appendages.

(B) However, all buildings or structures which were built and approved prior to the date this Declaration is filed of record shall be grandfathered and the Owners shall not be required to expand any building or structure which was built and approved in accordance with the old minimum square footage as long as the Residence was previously approved by the ACC. In the event the grandfathered residence is destroyed or damaged beyond repair, the new Residence shall meet these new minimum building square footage standards or that which may be approved by the ACC after review of the Lot.

SECTION 3.3. Building Setback Lines.

(A) Subject to the ACC's discretion, no Residence, building, out-buildings, or other structure shall be located nearer to the property lines than the setback or building lines shown on the Subdivision Plat or the following designated setbacks, whichever is the greatest distance from the property line:

- (1) may not be nearer than 50 feet to the front property line; nor
- (2) may not be nearer than 5 feet to either inside side property line;

nor

(3) may not nearer than 40 feet to rear of property line of any Lot abutting the golf course; nor

(4) may not nearer than 50 feet to the rear property line, for which purposes there is added to each Lot a rear setback line; nor

(B) *Easements.* No Residence, building, out-buildings, or other structure shall be located on property designated as an easement as shown on the Subdivision Plat.

(C) *Lake Estates Garden Homes, Phase I & II.* No Residence, building, out-buildings, or other structure in the Lake Estates Garden Homes and in Lake Estates Garden Homes, Phase II, shall be nearer than 20 feet to the front property line. However, there shall be no restrictions on how close to the inside property lines said structure can be built other than it may not cross any property line.

(D) Because of the shape and dimensions of some Lots, the building setback lines may have to be modified so as to make reasonable accommodation for the Residence, building or other structure to be placed thereon. The ACC has discretion to make those accommodations.

SECTION 3.4 Front of House Direction.

For every Residence which is erected, placed, altered or permitted on any Lot, the direction that it faces is subject to the discretion of the ACC.

SECTION 3.5. Construction Type.

(A) All Residences shall be of a construction type approved by the ACC and shall be erected on an ACC approved concrete slab foundation or a structurally sound foundation of another type according to the International Building Code unless specifically exempted in writing by the ACC. The exteriors of all Residences shall be of at least 50% brick construction, vinyl, or a substitute type construction that must be first approved by the ACC and shall be erected on a foundation that must be approved by the ACC.

(B) However, all buildings which were built and approved prior to the date this Declaration is filed of record shall be grandfathered and the Owners shall not be required to make changes to the construction materials for buildings or structures which were built and approved in accordance with the old construction type as long as the building or structure was previously approved by the ACC. In the event the grandfathered building or structure is destroyed or damaged beyond repair, the new building or structure shall meet these new minimum construction standards along with any other requirements in the Governing Documents.

SECTION 3.6. Garages & Carports. Garages and/or carports must be shown on ACC Submittals and built according to ACC approved plans and specifications.

SECTION 3.7. Driveways. A suitable driveway access is required on all Residences. The driveway shall be constructed as shown on an ACC approved plan with specifications.

SECTION 3.8. Sewage Requirements.

(A) *Indoor Facilities Only.* All lavatories, toilets and bath facilities shall be installed indoors. No outside or surface toilets shall be permitted under any circumstances.

(B) *Sewer System.* All such lavatories, toilets and bath facilities shall be connected to the sewer system, where existing, and constructed in compliance with the rules, regulations and specifications of State, County, and local authorities, including but not limited to the Texas Commission on Environmental Quality (“TCEQ”).

(C) *Aerobic Wastewater Treatment Plant.* Otherwise such lavatories, toilets and bath facilities shall be connected to an approved aerobic wastewater treatment plant of a type that has received the approval of State, County, and local authorities including but not limited to the TCEQ. In all events such aerobic wastewater treatment plant shall be constructed as to comply with the rules, regulation and specifications of State, County, and local health authorities, and shall be of sufficient size and capacity to service the facilities connected to it without spillage or overflow of untreated or contaminated waste or contents.

(D) *Fines.* If a residential sewer connected to the Association’s sewer system is creating an adverse effect upon the sewer system, its equipment or its lines, a request will be made to the Owner of such residential sewer to correct the problem causing such adverse effect within a reasonable time period. If the Owner fails to comply with the request, the Association, within its discretion, may assess a reasonable fine for such violation.

SECTION 3.9. Private Water Wells. Private water wells are allowed within the Subdivision with approval of the Association and a permit from the Association, and a permit from any State, County, or local authorities including but not limited to the Texas Department of Licensing and Regulation and the Texas Commission on Environmental Quality, if they require it.

SECTION 3.10. LPG Tanks. LPG tanks are not allowed for utility purposes for Residences.

SECTION 3.11. Paint. No building or exterior frame construction of any kind shall be erected on any Lot unless at the time of construction said building or frame shall receive at least two coats of paint. An exception may be made where the plans provide for staining or other means of coloring the building or frame and such plans are approved by the ACC.

SECTION 3.12. Fences.

(A) *ACC Approval Required.* No fence shall be erected, placed, altered or permitted on any Lot without prior written approval of the ACC.

(A) No fence shall be erected, placed, altered or permitted on any Lot nearer to the street than the minimum front building setback lines shown on said Subdivision Plat.

(B) Fences shall be of a material and height approved in writing by the ACC.

(C) *Golf Course Lot.* All fences erected on a Lot abutting the golf course shall be of an open profile construction with a maximum of 4-foot height and having an adequate and suitable gate.

(D) *Lake Estates Garden Homes, Phase II.* No fence may be higher than 4 feet from the ground in Lake Estates Garden Homes, Phase II.

(D) *Common Property & Easements.* Fences may not be erected on Common Property or easements.

SECTION 3.13. Construction Storage & Outbuildings.

(A) *Building Material Storage.* No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence construction of improvements. Then such material shall only be placed within the Owner's property lines.

(B) *Temporary Structures.* Tool sheds will be allowed during construction only. A portable restroom facility and dumpster shall be required on all construction sites. All construction waste must be disposed of outside the Subdivision.

SECTION 3.14. Outbuildings.

(A) All "**outbuildings,**" defined as structures not attached to the main structure, shall be placed on and bolted to a concrete slab. All outbuildings or additions to present Residences are to be architecturally compatible with said Residence in the ACC's sole discretion, and materials and specifications must conform to the International Building Code. The maximum size of outbuildings shall be determined by the ACC at the time plans are approved.

(B) *Lake Estates Garden Homes, Phase II.* No outbuildings shall be permitted in Lake Estates Garden Homes, Phase II.

SECTION 3.15. Greenhouses. Greenhouses are specialized outbuildings that do not require a concrete slab foundation. They may be constructed on a concrete chain wall or on a concrete block foundation. They require the same ACC

Submittals as new construction and other outbuildings. They must be covered with polypropylene, ultraviolet inhibited polyethylene vinyl, fiberglass, Plexiglas, or polycarbonate glass. Plastic sheeting is not acceptable.

SECTION 3.16. Excavations. No pits, holes or other excavations shall be dug on any Lot except in connection with the actual construction of the foundation of the improvements to be erected thereon, in connection with approved plans and specifications, in connection with approved septic systems and private water wells, or as may otherwise be authorized by the ACC.

SECTION 3.17. Pools and Outdoor Spas. All swimming pools and pool features such as slides and other play structures along with any outdoor spas or hot tubs must be submitted to and approved by the ACC.

SECTION 3.18. Completion Date. Completion of any Residence, building, structure or other improvement on the Lot shall be subject to a reasonable time limit set by the ACC at the time of the approval by the ACC of the plans submitted by the Owner.

SECTION 3.19. Temporary Structures. No tent, lean-to, shack or other temporary structure of any character shall be constructed or be permitted on any of said Lots. No structure, house trailer, house or building erected on a Lot shall be used as a Residence pending the completion of the main Residence house to be constructed thereon, except on Commercial Property.

SECTION 3.20. Pre-Built House & Trailers.

(A) No old or existing house, pre-built house, prefabricated house, manufactured home, house trailer, or other similar type structure shall be moved, placed or maintained on any Lot without the written approval of the ACC.

(B) However, subject to ACC approval, house trailers and trailer houses may be permitted only on certain Lots specifically all Lots in Blocks 201, 201, 701, and 702.

SECTION 3.21. Multiple Family & Motels. No Residence constructed on a Lot shall be converted into or thereafter be used as a duplex, apartment house or any form of multiple family Residence. No Residence or combination of Residences or separate Lots shall be advertised for use or be used as a motel, hotel, tourist cottage or as places of abode for transient persons.

SECTION 3.22. Renting or Leasing.

(A) *Residence.* Renting and/or leasing of any Residence in the Subdivision is permitted as long as it is approved by the ACC. The Board may adopt rules concerning renting or leasing of a Residence, but such rules shall not be inconsistent with the Texas Property Code Section 209.016, as it may be amended.

(B) *Commercial Property.* Renting and/or leasing of any Commercial Property owned or controlled by the Association is permitted as long as it is approved by the Board. The Board may adopt rules concerning renting or leasing of Commercial Property.

SECTION 3.23. Signs. None of the following signs shall be installed, maintained or permitted to remain on any Lot without the prior written approval of the ACC or Board: "For Sale" signs; "For Rent" signs; billboards; sign boards; or advertising displays of any kind. The only exception is for one sign containing not

more than three square feet of surface area which may be displayed for the sale of a Lot and/or Residence.

SECTION 3.24. Clothes Lines.

(A) No clothes lines shall be permitted on the rear of any Lot beyond the minimum building setback line, except as may be approved in writing by the ACC.

(B) *Lake Estates Garden Homes, Phase I & II.* No clothes lines shall be permitted on any Lot in Lake Estates Garden Homes or in Lake Estates Garden Homes, Phase II.

SECTION 3.25. Animals. No farm animals including but not limited to chickens, horses, and pigs are allowed on any Lot. Horses may be stabled in areas as may be designated by the ACC.

SECTION 3.26. Rubbish & Lot Clearing.

(A) *Trash.* No Lot or portion thereof shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall not be kept on any Lot except in covered sanitary containers.

(B) *Lot Clearing.* An Owner who use the Association's dump on which to deposit the debris from clearing his or her Lot must pay a dump fee determined by the Board for each separate Lot cleared. No Lots are to be cleared or clear-cut with the exception of Lots upon which a Residence is to be placed or Lots which are immediately adjacent to such Residence.

SECTION 3.27. Storage on Lot.

(A) No unsightly storage that is visible from the street shall be permitted on any Lot.

(B) *Lake Estates Garden Homes, Phase I & II.* No R.V.s, boats, trailers, golf carts or any other such type vehicles shall be parked or stored on the street or in the driveways in *Lake Estates Garden Homes, Phase I & II.* The Association may designate other spaces for the storage of these vehicles.

SECTION 3.28. Lot Maintenance.

(A) Each Owner shall at the Owner's cost and expense perform such repairs and maintenance as shall be required to keep the Residence and any other structure or improvement on the Lot in a condition comparable to the condition of such Residence at the time of its initial construction, excepting only ordinary wear and tear.

(B) Additionally, each Owner shall maintain the yard, flower beds, driveways, and out-buildings in a like manner.

(C) In the event an Owner shall fail or refuse such repair and maintenance and such failure or refusal shall continue for 45 days from the delivery of written notice from the Association specifying the repair or maintenance required, the Board may cause such repairs and maintenance to be performed and shall assess the cost of performance against the Owner of and the Lot or Lots themselves, in question.

(D) Payment for the cost of performance shall be due and payable to the Association 30 days after the delivery to the Owner of a written itemized statement of such repairs or maintenance and the cost thereof. The notices called for shall be in writing and posted in the US mail, certified mail-return receipt requested, to the Owner at the last known address of the Owner contained in the records of the

Association. Notice to one Owner of a Lot shall be deemed sufficient notice to all Owners of the same Lot. Delivery shall be conclusively presumed to have been received within 3 days after said notice is mailed.

(E) It is the Owner's duty to maintain a current mailing address with the Association.

(F) The payment of this cost of performance shall be secured by the Association's vendor's lien. In addition, payment of such cost of performance shall be further secured with a lien containing a power of sale which is hereby placed upon each and every Lot. The Board Chairman or such other person designated by a recorded resolution of the Board is hereby designated as Trustee for the Association for purpose of such power of sale.

SECTION 3.29. Owner's Obligation to Rebuild.

(A) If all or any portion of a Residence, building, structure or other improvement on the Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner with all due diligence, to rebuild, repair or reconstruct such in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Any such rebuilding, repairing or reconstruction must be approved by the ACC.

(B) Rebuilding, repairing or reconstruction will be commenced within 3 months after damage occurs and shall be completed within 12 months after the damage occurs, unless prevented by war, act of God or other causes beyond the control of the Owner. The ACC shall have the discretion to extend this time regardless of the reasons why.

(C) If the Owner declines to rebuild such Residence, building, structure or other improvement so damaged or destroyed, the Owner shall remove all debris and material from the roof down to the foundation within 6 months after the damaged or destruction occurs.

SECTION 3.30. Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the Subdivision.

SECTION 3.31. Common Properties.

(A) *Rules.* The Board may adopt rules and regulations for the use of all Common Properties including but not limited to boating, fishing, swimming, and skiing in Lake Kimble and all other lakes and ponds. However, all Owners, their spouses, and minor children shall have the use of all such Common Properties limited only by the adopted rules and regulations.

(B) *Timber.* The Association shall have the right to commercially clear and sell timber from Common Property for the purpose of timber management.

SECTION 3.32. Lake Kimble.

(A) The pumping of water from Lake Kimble is and shall be prohibited.

(B) No tanks, wastewater treatment plants, septic tanks or lateral lines shall be constructed or permitted within 50 feet of Lake Kimble.

(C) *Lake Estates Garden Homes, Phase I & II.* Lake Estates Garden Homes and Lake Estates Garden Homes, Phase II, will be allowed access to Lake Kimble, but may only construct a small deck adjoining the existing bulkhead, upon written Board approval and the ACC. The small deck must be in good taste and similar in

construction with other decks. No structures will be allowed to extend into Lake Kimble. Boats cannot be permanently docked.

SECTION 3.33. Commercial Property. The Use Restrictions herein shall apply to Commercial Property unless and until in its discretion the ACC shall determine the commercial use of, or the business operating upon, the property should be granted an accommodation or variance, in the best interests of the Subdivision.

SECTION 3.34. Grandfathered. There are some Residences, buildings or other structures which were erected, placed or altered on Lots prior to the effective date of this Declaration. As long as those Residences, buildings or other structures were approved by the ACC at the time they were erected, placed or altered, they shall be permitted to stay “as is” until and unless in the opinion of the ACC such structures are substantially damaged requiring major work. At that point, the ACC may require an ACC application and these deed restrictions shall then apply. This does not prohibit the Owner from seeking or the Board from granting a variance regardless of the circumstances.

## ARTICLE 4

### ARCHITECTURAL CONTROL COMMITTEE

#### SECTION 4.1. Purpose & Codes.

(A) *Purpose.* The purpose of the Architectural Control Committee is to maintain general harmony of construction in the Subdivision, to assure conformity with the natural surroundings, and to implement provisions of the applicable deed restrictions. The deed restrictions are for the protection and wellbeing of all Owners.

(B) *Codes.* For the protection and assurance of quality and safe building, the Association has adopted the International Building Code, National Standard Plumbing Code, and National Electrical Code as they may be amended or replace. In addition to the National Electrical Code, the Association requires an outside disconnect on all new construction. All new construction will be required to meet the above Codes with no exception.

#### SECTION 4.2. Approval Required.

(A) No building or other structures shall be erected, placed or altered on any Lot until the complete ACC Submittals required as specified herein have been submitted and approved by the ACC in writing. This ACC approval will always be required for any outside construction that adds value to the property, including but not limited to decks, fences, garages, carports, driveways and outbuildings. All such building and/or structures shall be built only in accordance with ACC approved plans and specifications. Any unapproved deviation shall void such ACC approval.

(B) The ACC will review the ACC Submittals at regular twice monthly meetings. The Owner, or his or her representative, must be present at the meeting when ACC Submittals are reviewed and approved or disapproved.

(C) A majority of the ACC may designate a representative(s) to act for it.

(D) Interior remodeling plans do not have to be submitted to the ACC for approval.

(E) If the ACC denies in total any ACC Submittal, the Owner shall appeal such a denial to the Board using the procedures set forth in Texas Property Code §209.007. If it is simply a variance which is being sought, the process set forth below in “Variances” shall be used. Nothing in this section precludes an Owner from filing suit if necessary.

SECTION 4.3. ACC Submittals Required. Together with such other information as may be deemed pertinent and/or necessary by the ACC, the ACC requires the following documents to be submitted in duplicate to it for the approval process (“**ACC Submittals**”):

(A) *Construction Plans.* Sets of drawings with architectural quality for new home construction and major improvements; one will be returned to the Owner and one will be retained by the Association. Driveways and foundations must also be approved by the ACC.

(B) *Plot Plan.* A plot plan showing the location of the structures and construction site with the measurement to all property lines and all related items such as decks, porches, patios, walks, fences, outbuildings and driveways. Any other pertinent items in conjunction with the construction should be shown. All plans submitted must contain driveway facility.

(C) *Floor Plan.* Complete floor plans specifying all exterior dimensions, including decks, porches, patios, or any other like structure.

(D) *Elevations.* At least two elevations depicting the building and related items in relationship to the grade and roof lines.

(E) *Electric Distribution Box.* Outside electric power cut-off should be identified on the appropriate plan or drawing.

(F) *Specifications Forms.* A complete listing of specifications including but not limited to one for driveways; one will be returned to the Owner and one will be retained by the Association.

(G) *Septic System.* Permits for septic systems are required from the TCEQ before the Residence location is determined.

(H) *Exceptions.* If the ACC in its complete discretion determines that the above submittals are not required for a particular project such as a remodel, repair, or project not involving new home construction, it may except the Owner from giving such submittals and detail in writing those that are in fact necessary for a proper approval process.

SECTION 4.4. Lake Estate Garden Homes, Phase II. The Board has adopted seven sets of plans for Residences to be built on Lots in Lake Estate Garden Homes, Phase II. Some plans are for two-story structures and some are for one-story structures. Lake front Lots can only have one-story structures. All structures are to be built utilizing one of such plans. No structure may be built on a Lot in Lake Estates Garden Homes, Phase II, that is not in conformity with such pre-approved plans. Any deviation from such plans can only be minor and made only with approval of the ACC.

SECTION 4.5. Deadline for Approval. The ACC’s approval or disapproval as required by this Declaration shall be in writing. In the event the ACC or its designated representatives shall fail to approve or disapprove within **30 days** after plot plan, building plans and specifications have been submitted to it, or in the event



no suit to enjoin the construction has been commenced prior to the completion of the construction, approval will not be required and the related deed restrictions shall be deemed to have been fully complied with. The buildings or structures, however, must still be constructed in compliance with all of the other deed restrictions.

SECTION 4.6. Permits Required.

(A) When approval has been obtained from the ACC, construction shall not commence until Owner contacts the Association to obtain any permits which may be reasonably required including but not limited to a building permit. The permits must be paid by the Owner to the Association whether for new construction or for alterations to existing structures. All permits must be posted in a location visible to the street.

(B) *Commercial Property.* All commercial building or structure permits must be reviewed and approved by the Board or its designated representative in writing.

SECTION 4.7. Building Inspections. All Residences, buildings, structures or other improvements, whether new or alterations of existing ones, will require a minimum of 4 inspections as outlined below. All inspectors shall be certified by the State of Texas and their services shall be paid for by Owner or applicant to the ACC. The ACC application process shall not be considered complete until an inspection report for all required inspections is delivered to the ACC.

(A) *Concrete Slab.* Inspection will be required after forms are set and before concrete slab is poured. Inspector will check plumbing in the slab, any electrical work, under-reams, footings, wire and rods in slab, and will verify compliance with setback lines, front, back and sides, minimum square footage and deed restrictions.

(B) *Framing.* Second inspection will be required after structure is framed. Inspector will check all framing to insure soundness, safety and that structure will not experience fatigue. Building should meet guidelines of International Building Code, as it may be amended or replaced.

(C) *Dry-In.* Third inspection will be required after structure is dried-in and before sheetrock, paneling or any inside wall covering is installed. Inspector will check all electrical wiring and plumbing. Electrical wiring should meet guidelines of National Electric Code, as it may be amended or replaced. Plumbing should meet guidelines of National Standard Plumbing Code, as it may be amended or replaced. Inspection must be done prior to covering an excavation. If gas or plumbing lines are covered before inspection, the inspector will require uncovering before approval is given. If gas is used, a 20 lb. static pressure test for 24 hours is required.

(D) *Near Completion.* Fourth inspection will be required after structure is near completion. Inspector will verify all specifications have been met and structure was erected according to the ACC-approved construction plans and specifications. The inspector will check septic system, if any, or waste water system to verify and approve it has been installed properly and is working properly.

SECTION 4.8. Variances.

(A) *Only Board Approves.* The ACC must submit any proposed variances from compliance with this Declaration or any Governing Documents, along with its recommendations, to the Board. The Board will give final approval or disapproval of any requested variances; only the Board may authorize variances. The Board may place conditions on the variance. No variance shall be effective unless in writing, signed by the Board representative and the Owner, and filed in the Official Public Records of Real Property of the appropriate County.

(B) *Factors.* Variances will be considered when the Board determines in its absolute discretion that circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other matters reasonably justify a variance. Prior to the ACC submitting the proposed variance to the Board, any Owner who owns a Lot which is within 500 feet of the Lot which is the subject of the proposed variance may indicate in writing to the ACC his or her agreement or disagreement with such proposed variance.

(C) *Non-Conforming.* Any variance from compliance with this Declaration or any Governing Documents not approved in writing will be considered “**non-conforming**.” Non-conforming shall mean any building and/or structure that does not comply with the Declaration and/or Governing Documents. Such non-conforming buildings and/or structures shall not be modified, altered, added to or in any way changed except to bring said structures into conformance with the Declaration and/or Governing Documents.

(D) *Upon Resale.* The ACC in conjunction with the Association will determine if resale property has any non-conforming conditions on the Lot or Commercial Property. Prior to the sale, the Association will notify all real estate agents, title companies, and Owners involved in the sale of the Lot or Commercial Property of any non-conforming condition. All sales documents shall specify any non-conforming aspects of the Lot or Commercial Property and the purchaser shall agree in writing to cure these violations to make them conform to the Declaration and/or Governing Documents within a period of 30 days after closing the sale or such other reasonable time as may be granted by the ACC or the Board in writing.

(E) *Not Bound by Precedent.* The ACC and the Board shall make every reasonable attempt to be fair and equitable in determining whether or not a variance should be granted and approved. However, neither the ACC nor the Board shall necessarily be bound by past decisions. The Board reserves the right, and grants authority to the ACC, to disapprove applications for improvements which require a variance from specific property use restrictions if it believes such changes are not in the best interest of the future of this Subdivision, even if a precedent was set by a decision of earlier ACCs or Boards. In spite of their best efforts, the ACC and the Board may make a decision that, in retrospect, is not in the best interests of the Subdivision. The Board reserves the right to recognize such a situation, make appropriate documentation in the minutes of a meeting, and no longer allow such a variance in the future. The same right applies if the ACC makes an inadvertent error in allowing a change or addition. No variance shall prevent the Board from denying a variance in same or similar or even other circumstances.

SECTION 4.9. Membership. The ACC shall be appointed by the Board with members' terms set as the Board deems necessary.

SECTION 4.10. Replacement or Removal. In the event of death, removal or resignation of any member of said ACC, the Board may appoint a successor member. Until a successor member shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted. If at any time there are no members of the ACC, then the Board may act as such.

SECTION 4.11. No Compensation. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration. However, this does not keep the ACC from using management or its staff from assisting it or from paying an outside third-party to assist on a technical issue.

SECTION 4.12. ACC Guidelines. The Board may adopt architectural control guidelines, minimum acceptable construction standards, and policies in order to regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision; provided that same are not in direct conflict with the terms and provisions of this Declaration. Any such guidelines, policies, requirements, rules and regulations shall have the same force and effect as this Declaration.

SECTION 4.13. No Waiver of Future Approvals. The members of the ACC reviewing applications under this Article will change from time to time. Opinions on aesthetic matters, as well as interpretation and application of the Governing Documents may vary accordingly. Further, it may not always be possible to identify objectionable features until work is completed. In such cases, the ACC may elect not to require changes to objectionable features. However, the ACC may refuse to approve similar proposals in the future. Approval of application or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

SECTION 4.14. Limitation of Liability. The ACC, the Board, and the Association shall not be responsible or liable for:

- (A) the structural integrity or soundness of approved construction or modifications;
- (B) materials used;
- (C) compliance with building codes and other governmental requirements;
- (D) ensuring that structures are fit for their intended purpose;
- (E) ensuring that all Residences are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners;
- (F) soil conditions, drainage, or other general site work; (g) any defects in plans revised or approved hereunder;
- (H) any loss or damage arising out of actions, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents;
- (I) view preservations; or
- (J) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

SECTION 4.15. Applicable Restrictions and Guidelines. All construction, whether new, alteration, or replacement must meet the building requirements, deed restrictions, ACC Guidelines, and other Board policies in place at the time the proposed work is submitted to the ACC for approval or at the time the work is started if no ACC approval is needed.

## **ARTICLE 5**

### **WILDWOOD PROPERTY OWNERS ASSOCIATION**

SECTION 5.1. Membership. There is now or shall be formed a property owners' association known as "**Wildwood Property Owners Association.**" Every person or entity who is an Owner of any of the Properties which are subject to maintenance charge assessments by the Association shall be a Member of the Association. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the Properties subject to assessment by the Association. Unless and until owners of Commercial Property shall be subject to maintenance charges by the Association, they shall not be Members. Ownership of Lots shall be the sole qualification for membership.

SECTION 5.2. Voting Rights. Members shall be entitled to one vote for each Owner regardless of how many Lots are owned by said Owner. Joint Owners (whether one or more on the deed including but not limited to husband and wife) shall be considered one Owner for the purposes of voting; the vote for such joint Owners shall be exercised as they among themselves determine. The intent is to have one Owner cast only one vote regardless of how many Lots the Owner owns.

SECTION 5.3. Nonprofit Corporation. The Association is a Texas nonprofit corporation and all duties, obligations, benefits, liens, and rights in favor of the Association shall vest in said corporation.

## **ARTICLE 6**

### **MAINTENANCE CHARGE**

SECTION 6.1. Maintenance Charge. Except as to Commercial Property and any property or Lots owned by the Association (until sold or leased to a third-party), there is imposed upon each Lot in this Subdivision, and each such Lot is subjected to, the following charges to be established by the Board for the purpose of creating a fund to be known as Wildwood Property Owners Association Fund (sometimes also known as Wildwood Resort City Maintenance Fund or the WPOA Operating Fund) (herein referred to as the "**maintenance fund**"): General Maintenance Assessment or charge; Capital Improvement Assessment; Water Usage Assessment or fee; Sewer Usage Assessment or charge; and Garbage Pick-up Assessment (all herein referred to as "**maintenance charge**" unless otherwise designated). Such maintenance charge shall be paid by each Owner to the Association, as the custodian and administrator of such fund, or to its successor custodians and/or administrators, in advance on the first day of each month.

SECTION 6.2. Maximum Permissible Assessments.

(A) Subject always to the maximum permissible assessment and within each listed category herein, the actual amount to be assessed against each Lot shall be

determined by the Association acting through its Board. The Board, acting in its sole discretion and judgment, in order to more equitably apportion the financial responsibilities associated with maintaining and improving the Common Properties including all amenities and improvements within the Subdivision, may at any time assess at different rates Lots of Resident Owners and Non-Resident Owners within their respective class assessment schedule. Resident Owners and Non-Resident Owners may be assessed at different rates, but within the same class, all rates shall be the same.

(B) Each Lot is subjected to the following maximum permissible assessments per month:

**Resident Owner Schedule**

General Maintenance Assessment	\$40.00
Capital Improvement Assessment	\$30.00
Sewer Usage Assessment	as per consumption & State regulations
Water Usage Assessment	as per consumption & State regulations
Garbage Pick-up Assessment	as per contractor's price to Association

**Non-Resident Owner Schedule**

General Maintenance Assessment	\$30.00
Capital Improvement Assessment	\$10.00
Sewer Usage Assessment	as per consumption & State regulations
Water Usage Assessment	as per consumption & State regulations
Garbage Pick-up Assessment	as per contractor's price to Association

**SECTION 6.3. Adjustments to Assessments.**

(A) *General & Capital Assessments Increases.* The maximum permissible assessment for the General Maintenance Assessment and the Capital Improvement Assessment may only be increased upon the affirmative vote of sixty percent (60%) of the Owners present in person or by absentee ballot or as otherwise permitted by Texas law, at an annual or special Members' meeting duly called where a quorum is established for such purpose by written notice to all Owners with a minimum of twenty (20) days' advance notice, which notice shall state the purpose of the called meeting.

(B) *Other Assessments Increases.* The maximum permissible assessment for the Sewer Usage Assessment, Water Usage Assessment, and Garbage Pick-up Assessment can be increased or decreased by a vote of the majority of the Board at a regular or special Board meeting wherein the notice for such a meeting states that such a vote shall take place, or such maximum permissible assessments can be increased or decreased as dictated by the State of Texas.

**SECTION 6.4. Owners of Multiple Lots.**

(A) *Two Lots.* If an Owner owns *only* two adjoining Lots, then only one General Maintenance Assessment and only one Capital Improvement Assessment shall be applied and levied against those two Lots and charged to the Owner's account.

(B) *More than Two Lots.* If an Owner owns more than two Lots, whether they are adjoining or not, then for each Lot in excess of two, the General Maintenance Assessment and the Capital Improvement Assessment shall be equal to one-half (1/2) of the amount of the regular monthly assessment for each such assessment, to be applied and levied against each additional Lot over two.

(C) *One-Half Lot.* Should an Owner own one-half of a Lot, the General Maintenance Assessment and the Capital Improvement Assessment shall be equal to one-fourth (1/4) of the amount of the regular monthly assessment for each such assessment, to be applied and levied against each such additional one-fourth of a Lot.

(C) *Multiple Lots Prior to 1987.* Any Owner who owned multiple Lots prior to December 31, 1986 shall be granted an exemption from payment of any maintenance charge and assessment as to the multiple Lots only; they still owe the full amount for one Lot. However, this exemption cannot be transferred to any other person or entity and expires when the multiple Lots are sold, transferred, assigned, or inherited by someone other than this original Owner or his or her spouse.

#### SECTION 6.5. Use Assessments.

(A) The Water Usage Assessment and the Sewer Usage Assessment shall be applied and levied against all Lots owned by the same Owner, whether they are contiguous or adjoining or not; provided however, that each such Lot is connected with and serviced by the Subdivision's water system and/or the waste water disposal line and system within the Subdivision, respectively.

(B) The Garbage Pick-up Assessment shall be applied and levied against all Lots owned by the same Owner, whether they are contiguous or adjoining or not; provided however, that each such Lot actually utilizes the trash pick-up and removal service provided within the Subdivision.

#### SECTION 6.6. Special Assessments.

(A) Special assessments means any assessment other than a General Maintenance Assessment, Capital Improvement Assessment, Water Usage Assessment, Sewer Usage Assessment, or Garbage Pick-up Assessment.

(B) Special Assessments may only be authorized by a vote of the Members in the same manner and at the same percentages as that used for increasing the maximum permissible assessment for the General Maintenance Assessment and the Capital Improvement Assessment, as herein stated.

(C) Special Assessments shall be used only for the purpose stated in the notice for the vote by the Members. The Special Assessment is only authorized for the calendar year in which it is approved. If the purpose for the Special Assessment extends beyond the one-year approval, a new vote of the Members is required for each year after that.

SECTION 6.7. Builder Exemption. The maintenance charge and special assessment provisions shall not apply to any Builder Owner. But upon any sale of any Lot by the Builder Owner or upon the occupancy of any such Lot, whether sold or not, then such maintenance charges and special assessments shall immediately become effective and accrue against such Lot.

SECTION 6.8. Collection Rights & Liabilities. The Association shall act as the custodian and administrator of said maintenance fund, and it shall have the right to collect, hold and expend any and all monies paid or to be paid into said maintenance fund to carry out the provisions hereof. The Association shall not be liable or responsible to any person or entity whomsoever for failure or inability to collect such maintenance charge or special assessment or any part thereof from any person or entity.

SECTION 6.9. Uses of Fund.

(A) Subject only to the use of Capital Improvement Assessments stated herein, all funds collected from said maintenance charge from the Lots and tracts in the Subdivision may be pooled, merged and combined into a single maintenance fund, to be expended by the Association for the general common good and benefit of all the Subdivision as may be developed hereafter paying into such fund without regard to the amount collected from each portion.

(B) Subject only to the use of Capital Improvement Assessments stated herein, the Association may use such funds or any part thereof, as far as the same will go, for:

(1) general common good and benefit of all of the Property of the Subdivision without regard to the amount collected from any particular portion of the Subdivision;

(2) safety and/or health projects;

(3) developing, improving and maintaining any and all recreational or other areas which the Owners and/or Occupants of Lots or tracts in any portion of the Subdivision may be privileged or shall have the right to use, regardless of whom may own or the location of any such recreational or other areas;

(4) improving and maintaining the streets, roads, lanes and drives in any portion of the Subdivision;

(5) improving and maintaining the lake areas and/or other recreational facilities;

(6) for providing various services such as water and sewer and drainage to the Owners and/or Occupants of Lots in all of the Subdivision; and

(7) in general for any and all purposes which the Association may consider to be of general benefit, common good, or useful to the Owners and/or Occupants of the Lots in all of the Subdivision, as now existing or as may be hereafter developed.

(C) *Capital Improvement Assessment Use.* The Board shall not use Capital Improvement Assessments for any purpose other than capital improvements including for streets, bridges, dam repairs, wells, lake improvements, improvements to and repairs of recreational facilities, or as otherwise provided for in the Declaration, unless a different purpose is approved by the affirmative vote of a majority of the Owners present in person or by absentee ballot or as otherwise permitted by Texas law, at an annual or special Members' meeting duly called where a quorum is established for such purpose by written notice to all Owners, which notice shall state the purpose of the called meeting.

(D) *Recreational Use.* Use of the maintenance fund in ways related to and benefiting recreational facilities owned by the Association will not prevent it from

charging any person or entity including but not limited to Owners, Occupants, guests, tenants, or invitees of an Owner, for the use of such facilities.

(E) It being agreed and understood that the judgment of the Association, or its successor or assign as custodian and administrator of said maintenance fund, when used in good faith in the expenditure of said funds or any part thereof shall be binding, final and conclusive on all parties in interest.

SECTION 6.10. No Compensation. The Association shall not be entitled to any compensation for acting as custodian and administrator of said maintenance fund.

SECTION 6.11. Vendor's Lien.

(A) The payment of the maintenance charge and/or special assessment imposed, costs of collection, late fees, fines, enforcement costs, reasonable attorneys' fees and expenses, together with interest on each maintenance charge and/or special assessment at the maximum interest rate allowed by law shall be secured by a vendor's lien, also known as a "**contractual lien**," with power of sale which is hereby placed and imposed upon each and every Lot in this Subdivision, said lien to be enforceable through appropriate proceedings in equity and/or at law by the Association.

(B) The Chairman of the Board is designated as Trustee for the Association for the purposes of such power of sale.

(C) This vendor's lien shall not apply to Commercial Property nor to any areas designated as Unrestricted Reserves nor to Lot 94 of Block "T."

SECTION 6.12. Delinquency.

(A) *Interest.* Any maintenance charge and/or special assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date until paid at the 18% per annum (1 ½ % per month).

(B) *Notice of Default.* A Notice of Default in the payment of any maintenance charge and/or special assessment shall be sent to the delinquent Owner in compliance with the Texas Property Code, Section 209.0064, as it may be amended from time to time.

(C) *Owner's Address.* A Notice of Default shall be sent to the delinquent Owner's mailing address on file with the Association. It is the duty of the Owner to notify the Association of any change of mailing address.

(D) *Collection Enforcement.* In the event of non-payment of the total amount due, including interest, after the time period for curing such a default has expired as per the Notice of Default, the Association may turn the account over to its attorney to seek a personal judgment against the delinquent Owner and/or foreclosure of the Association's vendor's lien by either exercising its power of sale and/or by obtaining a court order allowing the foreclosure.

SECTION 6.13. No Subordination. The Association's vendor's lien is **not** subordinated to any other liens including but not limited to liens securing mortgage loans, purchase loans, home equity loans, and home improvement loans. The only exceptions are those liens established by Federal or State statutory law which by statute take priority over this Association's Vendor's Lien such as Federal tax liens or State property tax liens.

**ARTICLE 7**



## **GENERAL PROVISIONS**

### **SECTION 7.1. Term & Amendment.**

(A) All of the restrictions and covenants in this Declaration shall continue to run with the land and be binding upon the Association, its successors or assigns, and upon the purchasers of said Lots, their heirs, executors, administrators, successors or assigns, and all persons claiming under them, for a period of 35 years from the date this Declaration is filed for record in the office of the County Clerk of Hardin County and Tyler County, Texas, respectively, and shall *automatically* be extended for successive periods of 10 years each.

(B) *Provided however*, this Declaration may be amended in accordance with the Texas Property Code Section 209.0041(h), as and if amended. Any such amendment shall become effective when the amendment, as certified and acknowledged by an officer of the Association as having been properly amended, is filed for record in the Official Public Records of Real Property of the applicable County.

(C) Any and all amendments made to this Declaration shall require the filing of a new Management Certificate in conformity with Texas Property Code Section 209.004 within a reasonable time after all amendments have been passed and recorded.

**SECTION 7.2. No Waiver.** The waiver or invalidation of any part of this Declaration or any Governing Document by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other part of this Declaration or any Governing Document, but all such other sections of this Declaration or any Governing Document shall continue to remain in full force and effect. Failure by the Association or an Owner to enforce this Declaration or the Governing Documents shall not constitute and is not a waiver.

**SECTION 7.3. Enforcement.** If any person or entity shall violate or attempt to violate any part of this Declaration and/or Governing Document, it shall be lawful for the Association or any Owner to prosecute any proceedings at law and/or in equity against the person or entity violating or attempting to violate this Declaration and/or Governing Document in order to prevent the person or entity from so doing and/or to recover damages, maintenance charges and assessments, costs of collection, late fees, fines, enforcement costs, reasonable attorneys' fees and expenses, together with interest and any other recovery allowed by this Declaration, the Governing Documents, and/or Texas law.

**SECTION 7.4. Fines.** The Association may levy a reasonable monetary fine against an Owner for a violation of this Declaration and/or the Governing Documents. Such fines shall constitute a lien upon the Owner's Lot and shall be collected in the same manner as the maintenance charge. The Board shall determine a fine policy.

### **SECTION 7.5. Entitlement to Use Common Properties.**

(A) Every Owner, whether one or more persons or entities, shall be allowed to use and enjoy all of the Common Properties including the amenities and improvements provided by the Association, subject to such rules and regulations as may be adopted by the Board.

(B) The use of the Association's Common Properties is subject to being suspended if:

(1) an Owner is delinquent in the payment of any assessment, fine, or any other charge set forth in this Declaration, for so long as the delinquency remains unpaid; and/or

(2) an Owner has an outstanding violation of the Declaration or the Governing Documents of which Owner has been sent written notice under the Texas Property Code to cure, for so long as the violation continues.

**SECTION 7.6. Audit.** The Association shall obtain a written annual independent financial review by an accounting firm. Also, the Association shall obtain an audit prepared according to Generally Accepted Accounting Principles every three (3) years, beginning for the 2016 fiscal year. This review and audit shall be considered a part of the books and records of the Association subject to access under Texas Property Code §209.005; provided however, information not subject to release under Property Code §209.005(k) and/or sensitive personal information under §209.016(a) shall be redacted before release to anyone other than the Association's Board and/or employees.

**SECTION 7.7. Word Use.** Whenever in this Declaration the masculine gender is used, the feminine gender should also be read. Whenever in this Declaration the singular form is used, the plural form should also be read. The intent of the drafter is that where it makes more sense to insert the feminine gender of a word or the plural form of a word, then the reader should so read it as such so as to make sense out of the sentence.

**SECTION 7.8. Savings Clause.** In the event this Declaration or any part, provision or portion hereof is, at any time, held or construed to be invalid, illegal or unenforceable, for any reason, any such invalidity, illegality or unenforceability shall not affect the remainder hereof or the Superseded Restrictions which shall continue in full force and effect. It being expressly declared by the Association that all such remaining parts, provisions and portions are effective and applicable just the same as if such invalid, illegal or unenforceable provision had never been contained herein.

**SECTION 7.9. Conflicts.** In the event of any conflict between the Articles and these Bylaws, the Articles shall control. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the event of a conflict between the Declaration and Articles, the Declaration shall control. The Declaration controls over all other Governing Documents. If there is a conflict within the Declaration, the specific controls over the general.

### **CERTIFICATION**

I, the undersigned, am the duly elected and acting Chairperson of WILDWOOD PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, and I do hereby certify:

That the within and foregoing DECLARATION OF AMENDMENT AND RESTATEMENT TO DEDICATION AND RESTRICTIONS FOR WILDWOOD RESORT CITY, was properly adopted as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a vote of at least sixty-seven percent (67%) of the

total votes allocated to property owners entitled to vote in Wildwood Resort City, and that the same does now constitute the Declaration of Amendment and Restatement to Dedication and Restrictions for said Properties.

IN WITNESS WHEREOF, I have executed this Declaration of Amendment and Restatement to Dedication and Restrictions to be effective as of the date it is filed of record in the real property records of Hardin County and Tyler County, Texas, respectively.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)  
Chairperson, Wildwood Property  
Owners Association

THE STATE OF TEXAS            §  
                                                  §  
COUNTY OF \_\_\_\_\_       §

This instrument was **acknowledged** before me, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Chairperson of the Board of Directors of Wildwood Property Owners Association, a Texas Non-Profit Corporation.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AFTER RECORDING, RETURN TO:**  
DAUGHTRY & JORDAN, P.C.  
Attention: Charles M. Jordan  
17044 El Camino Real  
Houston, Texas 77058  
281-480-6888  
cmjordan@daughtryjordan.com