

OWNERS MANUAL

for WILDWOOD PROPERTY OWNER'S
ASSOCIATION

RULES AND REGULATIONS ----- - TAB 1

POLICIES AND RESOLUTIONS ----- TAB 2

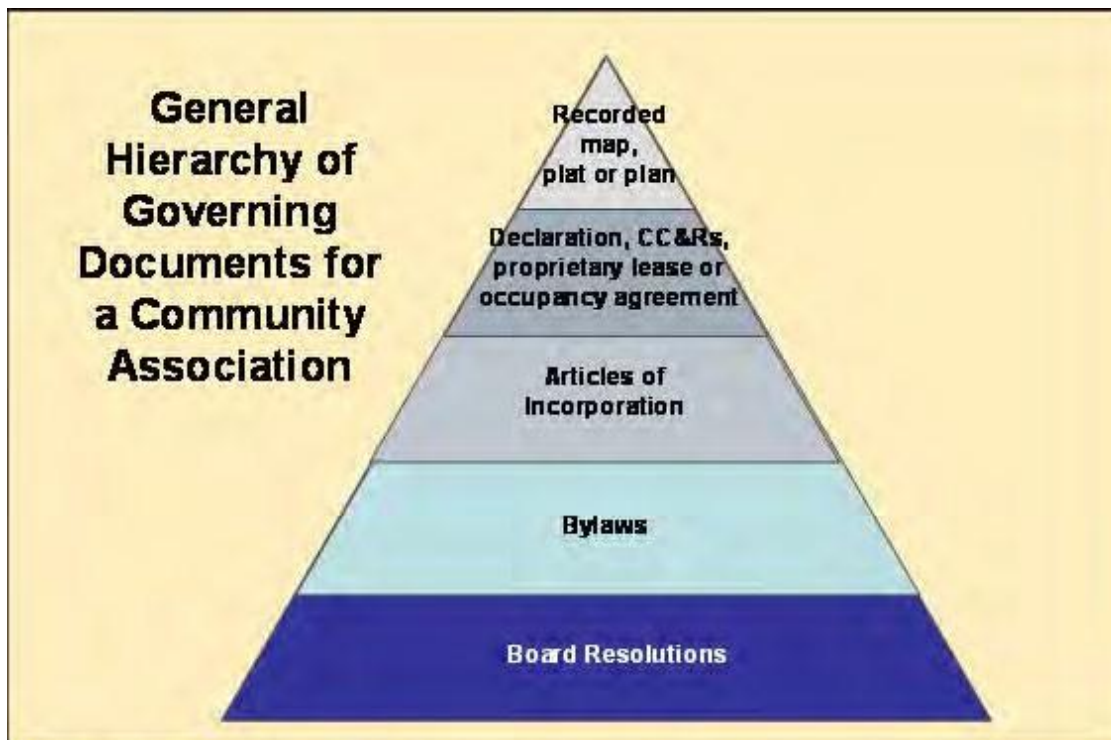
AMENDED AND RESTATED BY LAWS ----- TAB 3

ARTICLES OF INCORPORATION ----- TAB 4

RESTRICTIONS -----TAB 5

For operating a community association, the general hierarchy of authority among Governing documents consists of:

- Federal Law
- State specific Law
- State Law
- Recorded map, plat, or plan (to show the precise location of units, lots, and/or common area)
- Declaration, CC&Rs, master deed
- Proprietary lease or occupancy agreement
- Articles of Incorporation (if incorporated)
- Bylaws
- Board resolutions – *Board resolutions cannot conflict with documents above it in the hierarchy.*





RULES AND REGULATIONS

Governing the Use of Community Facilities of
WILDWOOD RESORT CITY

ADOPTED OCTOBER 2019
AMENDED JULY 2025

WILDWOOD RESORT CITY – RULES AND REGULATIONS
Governing Use of Community Facilities
October 2019

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ARTICLE I - General

1. PURPOSE

All community facilities of Wildwood Resort City are provided for the exclusive use by property owners and their guests. No changes, add-ons, refurbishing or alterations may be made to WPOA property without prior approval of the Board of Directors.

2. DEFINITIONS

The term "Property Owner" will be defined as any person or persons, firm, corporation, or other entity that owns, of record, property within WPOA. Property owner privileges will be extended to minor children, adult unmarried sons and daughters (if they are bona fide students of a college or university) and other relations (parents, sons and daughters-in-law and grandchildren) who are permanent members of the household.

Any corporation, trust, partnership, or other unincorporated entity, which is an Owner, shall designate an appropriate person to exercise voting rights.

A "Guest" must be specifically invited by a member of the property-owning family and must be cleared through the Main Gate by the property owner. NO property owner may issue a blanket invitation to a group of persons.

3. WINDSHIELD STICKERS FOR MOTORIZED VEHICLES

Property owners, upon submitting the required information on the WPOA Window Sticker Application Form and proof of ownership, will be issued decals for the windshields of their motorized vehicles, other than golf carts and side by sides (UTVs). An application form must be filled out and submitted for each individual vehicle. These stickers are sequentially numbered, and each sticker must be affixed to the vehicle it is issued for. Additional decals may be obtained from the Business Office; no decals will be issued for other members of property owner's family with the exception of children living in their home. These decals will be attached to windshields above the state inspection sticker. This is an identification which will be honored by the Compliance Officer at the main gate of the Resort City enabling the owner to pass through the gate without having to stop at the gate to notify the Compliance Personnel that they are in fact a property owner. WPOA car stickers must be displayed on vehicles within 30-days of issue.

Since these decals are issued for the protection of the property owner, he/she is requested to remove them from the windshield of any automobile, which is to be sold. Additionally, property owners and/or tenants leaving Wildwood permanently are requested to turn their stickers in to the office.

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Those vehicles with out-of-date stickers will be stopped and the owners will be instructed by the Compliance Personnel at the main gate to obtain an up-to-date sticker from the office or be prepared to be stopped each time they approach the gate.

4. PROPERTY OWNER’S RENTAL PROPERTY

- a. Homeowners renting or leasing their property to others must provide the completed Rental Information Sheet to the office prior to the tenant(s) occupying the property. The completion of this sheet assigns “Associate Membership” privileges to the tenant(s).
- b. Tenants renting or leasing property in Wildwood, but who do not own property in Wildwood, are "Associate Members" and may participate in the privileges, provided the property owner, per the completion of the Rental Information Sheet, extends those privileges to the tenant(s).
- c. Though this document extends those privileges to the tenant(s), the owner still assumes personal responsibility for the conduct of these Associate Members. This document does not give voting privileges to Associate Members.
- d. The property owner is responsible for all WPOA assessment fees as well as water and sewer charges. Should tenant’s water service be disconnected due to non-payment of WPOA water charges, only the property owner may make arrangements to have the service reconnected. WPOA office personnel will deal only with the Property Owner. Tenants may not arrange for reconnection in the WPOA office.
- e. Each Property Owner is required to provide a signed copy of the Lease Agreement to WPOA no less than two weeks prior to the tenant occupying the premises and no less than two weeks prior to any renewal or extension of the Lease Agreement. Actual financial information on the lease may be redacted.
- f. Failure to comply with the above will result in penalties as per the current fee structure and loss of privileges.

5. GUESTS

Guests may use community facilities of Wildwood on the following conditions:

- a. Property owner advises Main Gate of expected guests.
- b. They are accompanied by a property owner or bona fide member of his family.
- c. They are invited by WPOA for special promotions or activities.

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- d. They are included in a special party arranged in compliance with special rules to be outlined in other sections of these regulations.
- e. Property owners will assume full responsibility for actions and conduct of their guests and will be liable for any property damage inflicted by guests.
- f. Exceptions to the above include visitors to the golf course and/or restaurant only. Special passes are granted to these guests.

6. COMPLIANCE DEPARTMENT

Compliance officers are employed by WPOA to supervise activities at community facilities. They, and/or other representatives of WPOA, will have full access to all community facilities at all times, whether the facilities are in general use or have been reserved by individual or group for private use.

The officers will enforce general rules of good conduct and will be responsible for service of facilities. This service is provided for the benefit and protection of the property owners. Any infraction of rules should be reported to the Compliance Department (Compliance).

- A. Only WPOA Employees are allowed to be in the guard house at the main gate.
- B. All records at the main gate are confidential. If information is required, a written request will need to be given to WPOA management.
- C. All employee and unlisted resident phone numbers will not be given out unless approved by a supervisor.

7. CONDUCT

Property owners and/or guests who display a flagrant disregard for Rules and Regulations will be permanently denied the use of all community facilities of Wildwood. Offenders will first be informed of their infractions and warned against any further misconduct. Second offenders will receive individual attention.

Harassment of Wildwood Employees by residents and/or guests in any way, shape or form will not be tolerated. Instances of harassment will be documented and considered a flagrant disregard for Rules and Regulations and will be addressed as discussed above.

8. FINES FOR VIOLATIONS

The Association may assess fines for violations of the restrictive covenants contained in the Wildwood Resort City Dedication and Restriction and/or Rules and Regulations, including

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traffic violations, other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing assessment lien set out in this Declaration.

There will be an initial violation letter sent to owners for correction before the fine process takes place. Owners will have 7 days to correct violation or appeal to the Wildwood Property Owner's Association Board of Directors in writing. If not corrected the following fines will apply until violation is resolved.

FINES STRUCTURE AND PROCEDURES:

Violation Issues: A certified letter generated by Compliance with copy of the violation attached. There will be a \$100 fee charged for violation at this time. You will have 7 days to correct violation and pay fine.

- After 7 days if not corrected: A certified letter generated by Compliance with a copy of the previous letter. There will be a \$250 fee charged for the continued or repeated violation at this time. You will be given 14 days to comply with the violation and pay violation fees of \$350.
- After 14 days if not corrected: A certified letter generated by Compliance with a copy of the violation and copy of the previous letters. There will be a \$500 fee charged for the continued or repeated violation at this time. You will be given 14 days to comply with the violation and pay violation fees of \$850.
- After the above attempt to have violation resolved: A certified letter generated by Compliance with a copy of the violation and copy of the violation and copy of the previous letters will be sent to attorneys for legal action to resolve violation. There will be a \$1000 fee assessed to bring a total of violation fees of 1850.
- Every 14 days the continued or repeated violation occurs will result in \$1000 fee. In addition to the duties imposed by the dedications and restrictions for Wildwood Resort City, Texas law or by any resolution of WPOA that may hereafter be adopted, the Board of Directors of WPOA shall have the power to establish the policies relating to, and shall be responsible for making and amending rules and regulations and promulgating, implementing, and collecting fines for violations of the Rules and Regulations of Wildwood Resort City.

In addition to the duties imposed by the Dedications and Restrictions for Wildwood Resort City, Texas law or by any resolution of WPOA that may hereafter be adopted, the Board of Directors of WPOA shall have the power to establish policies relating to, and shall be responsible for making and amending rules and regulations and promulgating, implementing, and collecting fines for violations of the Rules and Regulations of Wildwood Resort City.

9. LIABILITY

Wildwood will not be responsible for loss or damage to private property. This rule applies to

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property owners and/or their guest(s). As previously stipulated in Item 5, property owners will be held liable for any damage inflicted on community facilities by their guests.

10. TRAFFIC REGULATIONS

Posted speed limits will be observed and maintained in all areas of Wildwood Resort City by all vehicles approved to operate in Wildwood Resort City. This posted speed limit applies to all paved and unpaved roads. In any case, all regulations as listed below are binding. Non-compliance with these Traffic Regulations will result in fines being levied against the property owner per Article 1, Section 8 of this document.

- A.** All stop signs, no parking areas, yield, or any other traffic control devices will be observed and complied with as outlined in the latest edition of The Texas Transportation Code.
- B.** Non-licensed dune buggies, non-licensed dirt bikes, go-carts, motorized scooters, three and four wheeled ATVs are prohibited to operate on all paved/unpaved roads in Wildwood. Only management may grant exceptions.
- C.** Trucks of more than ten (10) ton capacity must use the low water crossing, when passable, in lieu of the wooden bridge.

D. Golf Carts

- a. All golf carts that have not purchased a yearly golf course cart fee are required to obtain a yearly permit to operate on Wildwood streets.
- b. Yearly golf cart stickers are available at the WPOA office, and must be affixed to the golf cart prior to driving on Wildwood Streets. Please note that these stickers are sequentially numbered, and must be used only on the golf cart they are issued to.
- c. All golf carts must have a rear-view mirror, and, if driven at night, operable head lights and tail lights.
- d. Those persons who are 16 years of age and older with a valid driver license may drive a motorized cart on the streets and those areas accessible by the public of Wildwood unless such person has had his or her license to operate a motor vehicle suspended or revoked by the state which issued said license in which case such person shall not be permitted to operate a motorized cart on the streets and those areas accessible by the public during the time of suspension or revocation.
- e. All operators shall abide by all State of Texas traffic regulations applicable to vehicular traffic when using the streets and those areas accessible by the public in Wildwood.
- f. Golf carts shall only carry the number of passengers equal to the number of seats on the cart.

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E. Utility Vehicles (UTVs / Side by Sides / Rhinos / Arctic Cats / RZR's / Mules / etc...)

Wildwood supports adherence to Texas State Laws and Manufacturer's Recommendations with respect to the operation of Utility Vehicles.

Additionally, for any Utility Vehicle to operate on Wildwood Streets:

- a. Utility Vehicles will be allowed to operate on Wildwood streets by residents with stickers.
- b. Law Enforcement personnel and Maintenance personnel are exempt from the restrictions in "a." above.
- c. All Utility Vehicles must obtain an annual permit and affix it to the vehicle prior to operating on Wildwood roads.
- d. Utility Vehicle drivers must be 16 years of age, and have a valid driver license to operate on Wildwood roads.
- e. All Utility Vehicles must have functional head lights, tail lights, and a rearview mirror.
- f. All Utility Vehicles must obey all standard rules and regulations for automobiles.
- g. All Utility Vehicles must stay on roads at all times. **NO MUDDING. NO EXCEPTIONS.**
- h. All Utility Vehicles must have a spark arrestor.
- i. Due to muffler noise, a curfew of 10:00PM until 7:00AM daily will be enforced. Exhaust noise level must be less than 92DB at 4,000 rpm, 20 inches from exhaust.
- j. The noise level must be confirmed by Wildwood Compliance Personnel prior to the issuance of the annual permit, and is subject to reinspection upon suspicion of non-compliance.

11. TRASH PICK UP

In order to eliminate possible fire hazards, property owners are not allowed to burn refuse on their lots. All trash and refuse placed on the front of the lot will be picked up and hauled away.

Two or more loads will be charged at the current underbrush load rate.

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Only Class 4 trash is permitted in the dump. This consists of "nature" derived materials, i.e., tree limbs and cuttings, etc. By state ruling, no building materials, wet garbage, plastics, appliances or machinery are allowed.

The key to the dump must be picked up at the Main gate and the load to be dumped must be inspected by the Compliance Officer prior to dumping. Non-adherence to this regulation will result in the State closing our dump permanently.

12. PETS

- A. Pets will not be allowed to run loose in Wildwood Resort City. Violations of this article are subject to fines per Article 1, Section 8 of this document.**
- B. All pets must be properly vaccinated and tagged.
- C. Property owners will be held responsible for their pets and must take any precautions necessary, including a fence, to prevent them from becoming a general annoyance or nuisance to the community.
- D. Wildwood does not have animal control facilities to house stray pets.

13. FAIR HOUSING ADMENDMENTS ACT

- A. Residences within Wildwood Resort City shall be used exclusively for single-family residential purposes, except for the property previously designated as commercial tracts. The term "single-family" as used herein shall refer not only to the architectural design of the residence but also to the permitted number of inhabitants, which shall be limited to a single nuclear family, as defined below.
- B. No multi-family dwelling may be constructed. No building, outbuilding or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire residence. It is permitted for tenants to lease a residence in Wildwood Resort City leasing the entire land and improvements comprising the home site.
- C. No residence shall be occupied by more than a single nuclear family. For purposes of these restrictions, a single nuclear family shall be defined as any number of persons related within the second degree of consanguinity or affinity, living with no more than one (1) person who is not so related as a single household unit and one household employee of such household unit. It is not the intent of the WPOA to exclude from a residence any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision

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contained in this declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

14. GENERAL NUISANCES

- A. No portion of any property within Wildwood Resort City (Property) shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding home sites or Common Areas.
- B. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property.
- C. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the Property.
- D. No outside burning of leaves, trash, garbage or household refuse shall be permitted within the Property. Outdoor fireplaces or pits may be used for recreational purposes only. Only natural logs, sticks or composite logs manufactured for fireplaces may be burned. Construction material and/or formed lumber (2x4s, etc.) are not allowed to be burned. These fires must be attended at all times. If found unattended, a compliance officer will extinguish the fire.
- E. A permit is required for the use and discharge of firecrackers and other fireworks within the Property. The main gate will issue permits and determine areas that may be used for this purpose.
- F. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot or residence.
- G. The pursuit of hobbies or other activities, including specifically, without limit the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any visible part of the Property.
- H. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage, or if conducted outside, are begun and completed within twelve (12) hours.

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- I. Drones – The operation of drones inside Wildwood is strictly prohibited due to Federal airport and helipad regulations.

15. NON-PERMITTED USES

- A. No business nor business activity, whether for profit or not, shall be permitted in or on any single-family residence, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner’s residential use within a Dwelling so long as:
 1. the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling;
 2. the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property;
 3. the business activity does not involve visitation of the residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residence of Wildwood Resort City; and
 4. the business activity is consistent with the residential character and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Wildwood Resort City, as may be determined in the sole discretion of the Board of Directors of WPOA. **A day-care facility, home day-care facility, nursery, pre-school, beauty parlor, barber shop or other similar facility is expressly prohibited.**
- B. The terms “business” and “trade” as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods or services for or to other persons other than the provider’s family, regardless of whether:
 1. such activity is engaged in full or part-time
 2. such activity is intended to or does not generate a profit; or
 3. a license is required therefore. Notwithstanding the above, the lease of the entire residence shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the WPOA, or by a Builder with approval of the WPOA, with respect to its development and sale of the residence.
- C. No business vehicles displaying commercial signs or advertising shall be permitted to be parked within public view in Wildwood Resort City, other than service vehicles contracted by owner of residences to perform specific services.

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- D. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twenty-four (24) hours in a residential section of Wildwood Resort City, without prior written permission of the WPOA, whose approval will be issued as it sole and absolute discretion. No tractor-trailers are allowed inside Wildwood except for deliveries.
- E. No livestock, domestic or wild animals, nor plants or crops shall be raised on any residence for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

ARTICLE II - STABLES

- 1. Resident property owners who own horses may rent stalls for their animals. Arrangements for horse(s) must be made through the Business Office prior to bringing animals into Wildwood. Each stall will include a private tack (feed) room. Each owner must assume full responsibility for veterinarian services.
- 2. Monthly stall rental fees include a pasture and stall space, one horse per stall.
- 3. Fees are due and payable monthly, in advance, and must not be delinquent. Stables are “common property” and delinquency of ANY fees to WPOA denies the right to use the common property. Stalls will be locked up if delinquency accrues.
- 4. No horse will be allowed to use the stables or pastures in Wildwood Downs without a certificate of a negative Coggins Test on record at the WPOA Business office. Horses already at Wildwood Downs will be required to have a Coggins Test done every year with the certificate filed with WPOA. There can be a lapse of no more than 60 days.
- 5. VEWT vaccination – It is suggested that Venezuela Eastern Western Tetanus and the West Nile vaccination be given once per year.
- 6. Horses should be wormed at least every six months for the wellbeing of all horses at Wildwood Downs.
- 7. No more than 22 horses shall be permitted at Wildwood Downs. A maximum of six horses will be allowed in pastures two & three and a maximum of five horses in pastures one & four.
- 8. No ungelded male horses (studs) will be allowed at Wildwood Downs. If any animal is adjudged too unruly, the owner will have to remove it upon the request of WPOA.
- 9. No horses will be fed within 500 feet of water well, and no horses will be pastured within 50 feet of water well.
- 10. Horses are not to be ridden on the beach, the golf course, the airstrip, or any residential lawns (private property). Horses may be ridden on the areas from the approved map.

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11. All stalls should be mucked out and kept clean and presentable. All manure should be carried to the manure pile on side of stables. There will be no mucking out at the back of the stables.
12. There shall be no parking in front of the stables. Parking is allowed along sides of entrance road only. No vehicles of any kind are allowed on grassy area in front of the stables.
13. Stable area is to be kept clean. Trash is to be put in trash barrels.
14. There shall be no riding of horses in the grassy area in front of the stables. This area is for grooming and saddling only. Horses are to be mounted across the road from the stables.
15. Horses that are out of pastures or stalls must be under the control of the handler at all times, by either a halter, bridle or lead rope.
16. Children under 10 years of age must be supervised by an adult at all times.
17. No alcoholic beverages or drugs of any kind are allowed at the stables.
18. There shall be no smoking inside the stables.
19. Loud, rowdy behavior, or foul language will not be tolerated. Violators will be asked to leave.

ARTICLE III - SWIMMING BEACH

1. The swimming beach area will be open from daylight until 10:00PM Sunday through Thursday, and from daylight until Midnight Friday and Saturday.
2. The area designated for swimming at the beach is roped off for easy definition and swimmers will not be allowed outside this area.
3. Swimming to the island is prohibited.
4. Guests will be required to register at the Main Gate and will be accompanied by the property owner, who will have full knowledge of the location of the guest(s) for whom they are responsible.
5. Reservations and fee payment must be made in advance for beach parties to be attended by more than ten persons.
6. Small children will not be allowed to swim unless attended by an adult or some other competent swimmer.

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7. Swimming during electrical storms is prohibited. Compliance patrol has the authority to determine when these danger periods exist.
8. No automobiles, bicycles, motor scooters, horses, golf carts, or any other forms of conveyance will be allowed on the beach.
9. No animals will be allowed in the lake or allowed to run loose on the beach. Animals must be cleaned up after.
10. No boats or other hazardous floating objects may enter the swimming area.
11. No glass bottles or glasses will be allowed on the beach or in the water.
12. Restrooms, showers and dressing rooms are provided for property owners and their guests. Wildwood Maintenance will maintain these facilities and keep them clean. Any needs, or any disorderly conduct within these facilities, should be reported to the Main Gate.
13. No open fires are allowed on the beach.

PAVILION

1. The pavilion is for the exclusive use of property owners and their guests and will be available on a first-come first-serve basis unless reserved in advance and fee paid.
2. Reservations for the exclusive use of the Pavilion may be made at the Business Office.
3. The Pavilion may not be reserved on occasions when such a reservation for limited use might interfere with general community activities.

CHILDREN'S PLAYGROUND

1. Only children 12 and under are permitted on the playground equipment. An adult must supervise children under the age of 8.
2. No glass containers are allowed within the enclosed area.
3. All refuse must be placed in trash container.

ARTICLE IV - PICNIC AREAS

1. All refuse must be placed in trash containers.

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2. No open fires are permitted. All cooking must be done in pits, which have been provided.
3. No flowers or shrubbery may be removed from any park or picnic area.
4. All vehicles will be parked in designated areas and will not be operated in park.
5. Overnight camping is prohibited.

ARTICLE V - LAKE KIMBLE

Wildwood Property Owners and their guests may use the facilities of Lake Kimble, a private lake, on the following conditions:

1. Owners of watercraft must purchase stickers from the Main Gate or the Business Office before they are put in the water. Daily and 1-day to 7-day passes may be purchased from the Main Gate; however, annual stickers for property owners must be purchased from the Business Office. Stickers must be displayed next to Texas sticker or on left hand side of watercraft if there are no Texas numbers.
2. The southern portion of the lake, beginning at the dam and extending northward to the Sign on Barrels, "no skiing or wake beyond this point", shall be designated as the ski and pleasure craft area. All boats operated in this area should be launched from the ramp on the eastern shore near the entrance to the beach. Ample parking space for automobiles and boat trailers has been provided in this area.
3. When more than one watercraft is being operated in the ski and pleasure craft area, a traffic pattern counter-clockwise around the island must be followed.
4. Recognized procedures of water safety must be observed at all times. When a skier falls, he/she should give a proper signal if he/she is safe and unharmed, and all other watercraft in the area must vary their courses, if necessary, to insure his/her safety.
5. When special events are scheduled, all non-participating watercraft must stay clear of the ski and pleasure craft area.
6. Under no circumstances will a watercraft enter the adjacent beach swimming area, which is clearly defined by barrels and cable. Additionally, under no circumstances shall a watercraft be allowed to circle the island faster than idle speed.
7. All watercraft operating on Lake Kimble must be equipped with adequate life preservers and must comply with regulations set up by the U. S. Coast Guard.
8. A property owner may take his watercraft or jet ski to his private dock in the fishing area provided he/she idles the motor to create a minimum disturbance for fishermen and operators of

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smaller watercraft. The same precautionary measures must be observed even if no other boats are within view and **UNDER NO CIRCUMSTANCES WILL AN OPERATOR BE ALLOWED TO PROCEED AT HIGH SPEED WITHIN THE FISHING AREA.**

9. No jet motors will be allowed in Lake Kimble with the exception of jet skis, which are to be used in the sport boating area only. No houseboats or rafts will be allowed on the Lake either temporarily or permanently. Submerged watercraft will not be allowed.
10. All watercraft are required to use an all-round white light when they are on the lake between sunset and sunrise.
11. No noxious or offensive activity shall be permitted upon the Lake, nor shall anything be done thereon which may be or may become an annoyance to other persons using the Lake. Any action or use of the Lake, not specifically mentioned but which is deemed by the Board of Directors to be injurious or hazardous, shall be prohibited.
12. Trash, garbage or other waste shall not be disposed of in or around the Lake. Leaves, grass clippings, or other yard clippings shall not be disposed of in or around the Lake.
13. Pumping of water from the lake is prohibited. No manual, electric or gas-powered pumps will be allowed to draw Lake water for the private use of members. Such private use includes by way of illustration but not limitation: irrigation, cleaning, swimming pools, Jacuzzis, spas, hot tubs, etc.
14. Members who have swimming pools will not be permitted to discharge or drain pool water into the Lake. Hot tubs, spas and Jacuzzis are also prohibited from draining or discharging into the Lake.
15. Chemicals, fertilizers and pesticides shall not be placed in or around the Common Area surrounding the Lake by any Owner. Members should be aware of the dangers involved with runoff into the water. Tree limbs and other objects shall not be installed in the Lake for the use of the fishery unless approved.
16. No person shall use the Lake while consuming or while under the influence of drugs or alcoholic beverages.
17. All persons using the Lake shall act in a sportsmanlike manner at all times.
18. Each Owner and occupant of any Lot and each Owner and occupant on behalf of their tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors, Declarant or any successor declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risks for the loss or damage to persons, and further acknowledges that the Association, its Board of Directors, Declarant or any successor declarant has made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied as to the safety of the Lake.

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19. Each Owner and occupant of any Lot and each Owner and occupant on behalf of their tenant, guest and invitee of an owner shall indemnify and hold harmless the WPOA, its Board of Directors, Declarant or any successor declarant for all loss or damage to persons who use the Lake and the surrounding Common Area.
20. Enforcement of these rules and regulations shall be by the Board of Directors of the WPOA. The Board, at its discretion, may delegate the power to interpret and the duty to enforce these rules and regulations to a duly appointed committee.
21. The Association shall have the right to impose reasonable fines for violations and prohibited use of the Lake by those who violate Rules on one or more occasions, subject to notice and a right to a hearing.
22. A WPOA Compliance Officer can determine the number of boats that can safely operate on the lake, and require boats to take turns using the lake if necessary.

FISHING

Wildwood Resort City property owners and their guests, as defined in Article I, shall be privileged to fish in Lake Kimble, subject to the following regulations and restrictions:

1. Wildwood promotes catch and release only on bass. All largemouth bass caught less than 25.0 inches must be released and all other species caught must be retained regardless of size, as applicable by State law.
2. The northern portion of the lake, extending from the sign on barrels, "no skiing or wake beyond this point", and including Raccoon Run, has been designated as the fishing area.
3. Watercraft operating in this area shall proceed at slow speeds in order that other watercraft, either occupied or tied up at a pier, will not be rocked by their wakes. Motor size will not be subject to regulation, except no jet motors, excluding jet skis. (See Article V, Paragraph 7 and 10).
4. Criss-crossing or churning of the water is prohibited. A watercraft should not turn in such a manner that it will repeatedly cross its own wake.
5. If the operator of a watercraft is deemed unruly by a Wildwood Compliance Officer, he/she must abide by that decision. Violations may result in cancellation of lake privileges.
6. All fishermen should abide by all local, state or federal fishing rules and regulations, including WPOA promotion of catch and release only for bass. Texas Game Laws prevail in size and number of sport fish kept.
7. Guests are subject to the same regulations as property owners and the owner is liable for conduct of his guests.

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Governing Use of Community Facilities

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8. All minors, whether guest or children of property owners, are the responsibility of their parents and/or their hosts while in the fishing area, and all must be aware of the rules of fishing courtesy and water safety.
9. Watercraft will not be stored on any community property (including docks at boat ramps). Watercraft left unattended will be impounded and a storage fee will be imposed.
10. Private docks on individual lots should not be used without owner's permission.
11. All fishing tournaments must be sanctioned by the Lakes Committee. Rules should include, but not restricted to the following:
 - a. No contestant may use or possess alcoholic beverages and/or illegal drugs during tournaments. Anyone doing so will immediately be disqualified from the tournament and have to leave.
 - b. Life jackets and an active kill switch must be worn when a motor is being used. Each contestant must hold a current valid fishing license.
 - c. All water safety equipment will be furnished by the boat owner or operator.
 - d. No fish less than 14 inches may be retained. No more than five (5) fish per day may be weighed in. All fish must be weighed alive. A contestant who has a dead fish will be penalized two (2) ounces at weigh-in. All fish will be released at weigh station.
 - e. No tournament shall exceed 12 hours. All fish must be weighed twice a day. The person or group sponsoring the tournament shall be responsible for furnishing weigh-in personnel and scales at the weigh station.
 - f. The number of boats shall not exceed 25; the number of contestants per boat is not restricted. All contestants must sign an entry form. One-half of the entry fees will go to prizes; remaining half will be turned over to the Lakes Committee to be used for the enhancement of the lake facilities.
12. No fish are allowed to be taken by means of bow and arrow.

ARTICLE VI - GOLF COURSE REGULATIONS

1. Wildwood is not a public golf course, but is classified as a semi-private course.
2. Only property owners in good standing and their minor children or adult sons and daughters still in school are eligible for resident rates.
3. The immediate family of a resident (parents, children, sons-in-law, daughters-in-law, and grandchildren) shall be charged the same fee as residents who pay by the game and may ride

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residents' registered carts without the resident being present. A registered golf cart is one that pays an annual cart fee.

4. Green fees are set by the Board of Directors and are applicable to all members, guests, and outside players, unless declared otherwise by the Board of Directors.
5. A resident must pay an annual cart fee for carts used on the course or a drop fee each day. Nonresidents must pay a drop fee each time their cart is used on the course. All golf cart drivers must be 16 years old and hold a valid driver's license to rent a Wildwood Golf cart.
6. Access to the course by high school teams shall be limited to Kountze, Warren and Lumberton High Schools. These three schools may play twice a week with no more than five players and one coach on the course at one time. Access to the course under above rules shall cease when golf season for the school's end, at which time current green fee rates will apply. Coaches will be responsible for students' etiquette on the course and in the clubhouse.
7. Children under 12 years old must be accompanied by an adult. Children may not use golf course as a playground.
8. All golfers must check in and sign the register in the pro shop before playing golf.
9. Hunting lost golf balls on the course or lakes is not permitted except for locating your ball if lost or retrieving it from lake while playing.
10. No practicing is permitted on the golf course. Use the practice range or putting green for practicing.
11. Loose pets are not allowed on the golf course.
12. Only authorized WPOA vehicles are permitted on the golf course.
13. Shirts and shoes must be worn at all times. Men's shirts must have sleeves and proper attire will be required. Cut offs, muscle shirts and flip-flops are not allowed on golf course.
14. Residents are responsible for their guests while on the course.
15. Do not drive carts on private property surrounding the golf course. Keep golf carts on the cart paths near greens and tee boxes except if driving a handicap signed cart, even then try to respect the greens and tee boxes. Use cart paths were provided and observe and obey all posted signs on the course.
16. Take care of the golf course by not littering, repairing all divots, and raking sand traps after use. Do not lean on flagsticks or jam putter in green.
17. No more than five players will be allowed in a group.

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18. Single players and twosomes have no priority on the golf course. The pro shop will make every effort to group weekend golfers in foursomes, but twosomes will not be prohibited.
19. Each player must have his/her own bag with at least four clubs, including putter.
20. Walkers are allowed at any time, but a maximum of four walkers to a group will be enforced.
21. Property owners and non-property owners will be given seven days to make tee time reservations. One property owner will be limited to three consecutive tee times. After those tee times, a gap of three single group tee times must be left open for non-members before that property owner member can make more tee times. Also, anyone can book a tee time within two days, if tee times are available. The intent of the above is to ensure that there are no unscheduled tournaments and the course Pro will have full authority to govern tee times in a manner to ensure compliance with the above. No unscheduled golf tournaments are allowed. All tournaments must be scheduled with the pro shop.
22. Exclusive rights to tee times and course closures will be afforded the following:
 - a. Men's Golf Association play day (1st, 3rd, and 5th Saturday of each month.)
 - b. Women's Golf Association play day (every Thursday of the year).
23. Fishing at the golf course #8 lake and #15 lake is permitted within the boundary designated by "fishing" during golf hours and is catch and release only. No fishing is allowed near the tee box or the green on #8. Fishing is not permitted in any other water on the golf course. Fishing is restricted to property owners and their families. A member must accompany guests. Children 15 and under shall be accompanied by an adult while fishing. No boats or any watercraft are allowed in any of the golf course waterways.
24. Determination of whether to close golf course due to inclement weather will be made by the Pro Shop Manager and/or the Course Superintendent. Please observe golf etiquette when on the course and in the clubhouse.
25. These regulations are set forth for the benefit of all players and must be observed. Violations of these rules may result in the individual's golfing privileges being revoked.

ARTICLE VII - TENNIS COURTS

1. The tournament size tennis courts are for the exclusive use of property owners and their guests. Tennis etiquette must be observed at all times. Proper tennis attire includes pants or shorts, t-shirts and/or shirts with sleeves, and tennis shoes. The courts are reserved for the sport of tennis only. The WPOA Board of Directors may approve exceptions.

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2. Alcohol, skateboards, bicycles, scooters, golf carts, roller skates of any kind, and/or any other non-related tennis items are prohibited on the courts.
3. No other sporting event will be allowed on the tennis courts. School team, exhibition play, clinics and lessons may be allowed.
4. The WPOA Facilities Manager and/or WPOA Board will resolve any disputes involving the tennis courts.

ACTIVITIES LODGE

The Mill House and the Activities Building (commonly referred to as the "Lodge") are used for parties, meetings and general recreational purposes. Reservations are made and fees paid through the Business Office.

ARTICLE VIII - CAMPING AREA RULES

1. All campers must register at the Main Gate. A Compliance Officer will turn on electricity after proper registration.
2. The Main Gate will assign campsites. Officers will have full authority to supervise and enforce regulations of trailer camp rules.
3. All trash must be deposited in containers provided.
4. No fires will be permitted except in a fire ring or burn pit.
5. No trees or vegetation of any kind may be cut, broken, or dug up along any part of Village Creek or the camp area.
6. Only one car or truck is allowed in the rented camp space.
7. All pets must be leashed. Owners must clean up after their pets.
8. Sewage waste may be dumped in dump station only. No waste of any kind may be run or dumped on the ground, roads, or into Village Creek.
9. The maximum period allowed to camp in the trailer camp is two weeks at any one time with a minimum of two weeks elapsed time between each occupancy. Management may grant exceptions for property owners with assessment of proper fees.
10. Reservations must be made on one- and two-week visits
11. When all available campsites are occupied, The Main Gate must refuse to accept additional campers.

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12. There is a minimum charge per day to Wildwood homeowners and non-homeowners and a charge per day for guests of property owners.
13. No vehicles of any kind may be parked on the road.
14. All vehicles must comply with and be operated in line with Texas State Laws.
15. All campers must furnish their own adapters for electricity, water, and dump station connections. Tampering with utility outlets by individuals is not permitted. If your utility does not operate, contact the Main Gate.
16. Requests for reservations must be made through the Wildwood Business Office and a written confirmation of the dates and campsite number will be sent.
17. Any guest removing their camper from the camp must check out at the Main gate.
18. Property owners wishing to leave their trailers in Wildwood on a permanent basis may not leave them in the campgrounds.
19. Tents must be pitched within the area of the campsite assigned. No ropes or tent ties may be attached to utility fixtures, trees or shrubs.
20. Any person refusing to abide by the above regulations will be asked to remove his/her trailer or tent from the premises at once and forfeit all camping privileges for the year.
21. The Campground is unlocked during daylight hours and locked up at dark. When paying for a site, the camper will be issued a key to the gate.

ARTICLE IX - AIRSTRIP

1. Aircraft operators based at Wildwood must purchase a yearly aircraft sticker.
2. All Wildwood based aircraft using the airstrip must carry a minimum of \$300,000 liability insurance and sign a release of liability form prior to using the airstrip.
3. Only residents of Wildwood are allowed to base aircraft at Wildwood.
4. Use of the airstrip as a driving range is not allowed.
5. No vehicles are allowed on airstrip other than for maintenance purposes.
6. Children are not allowed to play on airstrip.
7. Transient aircraft tied down are allowed only on west side at south end of airstrip.

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8. Aircraft traffic pattern to be made on east side of airstrip.
9. CTAF will be 122.9 mhz.
10. Airstrip is subject to closure in extremely wet conditions to prevent rutting.
11. Due to noise sensitive area, pilots should observe noise abatement procedures.
12. Wildwood FAA Airport information can be found on AirNav.com as XA91 – Wildwood Airport, Village Mills, Texas USA.
13. For Airport Manager and/or prior permission call 409-834-2241 ext. 107.

ARTICLE X - WPOA RENTAL UNITS

1. All property owners in good standing may rent the motel facilities owned and operated by W.P.O.A.
2. Units may not be reserved more than 2 months in advance.
3. A deposit will be required to reserve each unit rented.
4. The deposit will not be refunded if the unit is left exceptionally dirty or damage has occurred.
5. The deposit will be refunded in the event of cancellation if the WPOA Business Office is notified at least 48 hours prior to arrival time. If the proper notice is not given, the deposit will be forfeited.
6. If a reservation is made less than 48 hours in advance and a deposit has not been made, the reservation will not be guaranteed.

ARTICLE XI - FENCING

In addition to the Recorded Restrictions on fencing, NO fences may be constructed on Common Property without prior approval of the Board of Directors.

ARTICLE XII - HUNTING

Hunting will not be allowed, and the discharge of any firearm for any purpose, other than self-defense or the protection of your property, is prohibited.

Amended September 2020:

Recorded Tyler County Vol. 1276 Page 045-047

Recorded Hardin County Inst. No. 2021-

118314

WILDWOOD RESORT CITY – RULES AND REGULATIONS

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16. PARKING REGULATIONS

Parking Regulations: Maintaining Community Standards

To ensure the aesthetic appeal, safety, and uniformity of our community, the Property Owners Association (POA) has established the following guidelines regarding parking on an individual owner's property. Adherence to these guidelines helps maintain property values and a harmonious living environment for all residents.

Policy Guidelines

- **Dedicated Driveway Parking Only:** All motorized vehicles must be parked exclusively on the dedicated driveway of the property. Parking motorized vehicles on any grass areas of the yard is strictly prohibited. This includes, but is not limited to, cars, trucks, motorcycles, as well as UTV's, LTV's, or LSV's.
- **Trailer and Item Placement:** A trailer, boat, recreational vehicle, or similar large item parked or stored on the property shall be no closer to the street than the frontmost corner of the primary home or any permanent shop structure. Exceptions to this rule apply only if the item is parked on an improved pad constructed of concrete, asphalt, or gravel. This ensures these items are less visible from the street and do not detract from the neighborhood's appearance.
- **Item Appearance:** Parked items must be uninhabited, well-maintained, free of clutter, debris or high grass, and organized so that nothing is unsightly from street view.
- **Prohibited Areas:** Parking of any kind on Wildwood property or easements is strictly prohibited.
- **Emergency Access:** For safety purposes, parked items may not obstruct entrance to the front door of the property.

Enforcement and Violations

The POA will monitor compliance with the parking expectations. Violations may result in written warnings, fines, and/or other enforcement actions as outlined in the POA's governing documents. Repeated violations may lead to escalated penalties.

Questions and Clarifications

Homeowners are encouraged to contact the POA management if they have any questions or require clarification regarding these guidelines. Your cooperation in maintaining our community standards is greatly appreciated.



POLICIES AND RESOLUTIONS

of WILDWOOD PROPERTY OWNER'S
ASSOCIATION

RENTAL AND LEASING POLICY
WILDWOOD PROPERTY OWNERS’
ASSOCIATION

WHEREAS, the Board of Directors of the Wildwood Property Owners Association desires to adopt the following policy regarding rentals regulating the use, occupancy, and leasing of residential properties due to the potential negative impact of short-term residential rentals on the common elements and subdivision in general.

NOW THEREFORE, BE IT RESOLVED THAT the following Rental and Leasing Policy is hereby adopted:

RENTAL AND LEASING POLICY

I. Definitions.

- a. **“Renter”** or **“Tenant”** may be used interchangeably and shall mean any person or persons who may occupy a residence under contract for the purpose of occupying the premises as a residence regardless of the term of contract. Renters shall be subject to “Single Family” definition.
- b. **“Lease”** and **“Leasing”** shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. Leasing includes, but is not limited to, short-term or vacation rentals, temporary housing, transient housing, or retreat lodging.
- c. **“Landlord”** or **“Owner”** may be used interchangeably and shall mean an owner with title to a residence who rents or leases his or her property.
- d. **“Residence”**, **“Property”**, **“Properties”** or **“Premises”** may be used interchangeably and shall mean the single-family residence or lot which is being rented.
- e. **“Governing Documents”** shall collectively mean the Association’s Declarations, By-Laws, Rules and Regulations, ACC Guidelines, Board Policies, etc.
- f. **“Single-Family”** shall be a husband and wife, two parents/partners, or an individual, with or without children or grandchildren (natural, adopted, or foster), Mother and/or Father, Mother-in-law and/or Father-in-law or the Legal Guardians of such children.

II. Terms and Conditions.

Rentals are permitted in the Association providing that the following terms and conditions are met:

- a. Written Lease. All leases for any property must be in writing and shall provide that:
 - i. such lease is specifically subject to the provisions of the Association’s Governing Documents;
 - ii. any failure of the Tenant to comply with the terms of the Governing Documents shall be deemed to be a default under such lease;

- iii. Tenant agrees to use the Premises solely as a personal residence for single-family purposes only;
 - iv. the Premises may be occupied only by members of the Tenant's immediate family and others whose names are specified in the Lease Agreement. The Lease must be signed by all adult occupants of the premises.
 - v. Tenant acknowledges receipt of a copy of or on-line access to the Governing Documents from Landlord (which Landlord is required to provide per Section II (e) below) and **agrees to abide by all such documents.**
- b. Lease Term. The lease shall provide for a minimum initial term of at least **90 days**. The Property may not be subleased and the lease may not be assigned at any time during the lease term.
- c. Single Family Rentals Only. It is expressly forbidden to rent, loan or lease a property to more than one Single-Family.
- d. No Signs. No signs shall be posted on the Property or any other place within the subdivision, Common Area, or on any right-of-way adjacent to the subdivision, advertising the availability of the property.
- e. Copy of Association Documents to Tenant: The Landlord must provide the Tenant with copies of all Governing Documents and rules & regulations prior to the Tenant occupying the premises.
- f. Copy of Lease to Association. Each Owner is required to provide a copy of the lease to the Association as follows: No less than 2 weeks prior to the Tenant occupying the premises, and no less than 2 weeks prior to any renewal or extension of the lease agreement, the owner must provide the Association with a signed copy of the lease agreement and any applicable addendums thereto.
- g. Automobile Window Sticker. After receipt of all required documentation including but not limited to Tenant name, address, phone number, vehicle(s) description, vehicle(s) license plate number the office will issue window stickers for Tenants vehicle(s). Upon termination of lease, sale of vehicle or any other action resulting in the vehicle being removed from the Tenants possession, the sticker will be returned to the office by the Owner. Failure to do so will result in a fee as set by the Board of Directors charged to the Owners account with no additional stickers being issued until paid.
- h. Notice to Association. Within 10 days of a lease being signed, Property Owner shall notify the Association of the lease and provide any additional information the Association or Board may reasonably require. The Owner must provide his/her current mailing and physical address (no P.O. Boxes) and telephone number to the Association in writing. It is the responsibility of the Owner to keep such contact information current in the Association's records. All assessments will be billed to and paid by the Owner.

III. **Violations.**

- a. The Owner is responsible for ensuring compliance with all Association's Governing Documents.
- b. In the event of a violation by Tenant, the Association will send notice to both the Owner and the Tenant.
- c. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.

IV. **Additional Rules.**

The Board may adopt additional Rules and Regulations governing leasing and subleasing that are in addition to but consistent with this Policy. The Association shall have the right to enforce all Governing Documents, and any additional Rules and Regulations, against the Owner and the Tenants, individually and collectively. This Policy, all Governing Documents, and any additional Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

Recorded Tyler County Vol. 1123 Page 977-979
Recorded Hardin County Inst. No. 2015-55623

**WILDWOOD PROPERTY OWNERS’
ASSOCIATION PAYMENT PLAN
POLICY**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARDIN §

COUNTY OF TYLER

WHEREAS, the Wildwood Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 (“Section 209.0062”) thereto regarding alternative payment schedules for assessments (“Payment Plans”); and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner’s account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as “active” upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months

c. Total balance greater than 3 times annual assessment ... up to 18 months

6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
7. Any assessments which become due during the pendency of this plan must be paid on time and in addition to the amounts due under the Payment Plan.
8. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay any assessments which become due during the pendency of the Payment Plan.
9. In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.
10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due, including any late fees, penalties or any other costs which may have been waived. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.
13. For purposes of managing delinquent accounts under the amended Texas Property Code, the Association distinguishes between Payment Plan Defaults and Account Defaults. An owner is in Payment Plan Default as defined in Section 8 above. However, an Account Default has not occurred until:
 - a. all in-house Association effort have been exhausted, or
 - b. the account is forwarded to an attorney for legal action, or
 - c. the account is sent to a third party defined as a “collection agent” under Texas Property Code Sec. 209.0064.

This Policy is effective upon recordation in the Public Records of Hardin County and Tyler County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted this 27th day of June, 2013, by the Board of Directors of Wildwood Property Owners Association.

Recorded Tyler County Vol. 1035 Page 259-261
Recorded Hardin County Inst. 2011-24813

WILDWOOD PROPERTY OWNERS' ASSOCIATION

POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARDIN §

WHEREAS, Wildwood Property Owners Association (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 209.005(I) of the Texas Property Code requires property owners’ associations to adopt a records production and copying policy record it as a dedicatory instrument; and

WHEREAS, Section 209.005(m) requires property owners’ associations to adopt and comply with a document retention policy;

NOW THEREFORE, BE IT RESOLVED THAT:

The following **POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION** is hereby adopted:

POLICY

RECORDS RETENTION:

1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
6. Tax returns and audit records shall be retained for seven (7) years.
7. Ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes were taken, or for votes taken by written consent, for one (1) year after the election or vote results were announced.
8. Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.

9. Decisions of the Architectural Control Committee (ACC) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.

RECORDS INSPECTION & PRODUCTION:

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.
4. If an inspection is requested, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the owner.
5. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), information relating to an employee of the Association, including personnel files, attorney work product, or information that is privileged as an attorney-client communication.
6. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
 - Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
 - Electronic Media: \$1.00 for each CD; \$3.00 for each DVD

- Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
- Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
- Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

This Policy is effective upon recordation in the Public Records of Hardin County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Recorded Tyler County Vol. 1123 Page 977-979
Recorded Hardin County Inst. No. 2015-55623

- b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of flags permitted in section 1 above.
- V.** Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee (“ACC”) is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
- VI.** Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
- VII.** Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
- VIII.** Permitted Flags shall be no larger than three feet (3’) by five feet (5’) in size.
- IX.** Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (10’) tall.
- X.** Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
- XI.** A flagpole attached to a structure may be up to six feet (6’) long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
- XII.** Free-standing flagpoles may be up to twenty feet (20’) tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer’s instructions. One free-standing flagpole is allowed in the portion of the owner’s property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
- XIII.** The display of a flag, or the location and construction of the supporting flagpole shall comply with applicable zoning ordinances, easements, and setbacks of record.
- XIV.** Free-standing flagpoles may not be installed in any location described below:
- a. in any location other than the Owner’s property; or

- b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
- XV.** No owner shall display a flag or flagpole on property that is owned or maintained by the Association or owned in common by the members of the Association.
- XVI.** Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
- a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - d. provide illumination not to exceed the equivalent of a 60-watt incandescent bulb.
- XVII.** Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
- XVIII.** Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- XIX.** All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

These guidelines are effective upon recordation in the Public Records of Tyler County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.011 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Recorded Tyler County Vol. 1035 Page 262-265
Recorded Hardin County Inst. No.2011-24817

- a. The ACC shall regulate the size, type, shielding, and materials, for or the location of a composting device so long as it does not prohibit the economic installation of the device on the owner's lot where there is reasonably sufficient area to install the device.
- b. This policy does not require the ACC to permit a device as described in this policy to be installed in or on property:
 - i. owned by the Association;
 - ii. owned in common by the members of the Association; or
 - iii. in an area other than the fenced yard or patio of a property owner.

3. Irrigation Systems

The ACC shall regulate:

- i. the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
- ii. the installation or use of gravel, rocks, or cacti.

4. Rain Barrels and Rainwater Harvesting

- a. This policy does not require the ACC to permit a rain barrel or rainwater harvesting system ("rainwater recovery systems") to be installed in or on property if:
 - i. the property is:
 - 1. owned by the Association;
 - 2. owned in common by the members of the Association
 - 3. located between the front of the property owner's home and an adjoining or adjacent street; or
 - ii. the barrel or system:
 - 1. is of a color other than a color consistent with the color scheme of the property owner's home; or
 - 2. displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured;
- b. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the rainwater recovery system, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - i. Placement behind a solid fence, a structure or vegetation; or
 - ii. By burying the tanks or barrels; or
 - iii. By placing equipment in an outbuilding otherwise approved by the ACC.
- c. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the gutteringsystem on the structure precludes screening as described above with the following restrictions:
 - i. The barrel must not exceed 55 gallons;
 - ii. The barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle;
 - iii. The barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- iv. Any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- d. Overflow lines from the rainwater recovery systems must not be directed onto or adversely affect adjacent properties or common areas.
- e. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed; however, where space allows and where appropriate, the ACC- approved ponds may be used for water storage.
- f. Harvested water must be used and not allowed to become stagnant or a threat to health.
- g. All rainwater recovery systems must be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused systems in public view must be removed from public view from any street or common area.
- h. The ACC shall regulate the size, type, and shielding of, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or an any other location that is visible from a street, another lot, or a common area so long as:
 - i. it does not prohibit the economic installation of the device or appurtenance on the property owner's property; and
 - ii. there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

These guidelines are effective upon recordation in the Public Records of Tyler County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.007 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Recorded Tyler County Vol. 1035 Page 266-269
Recorded Hardin County Inst. No. 2011-24815

- d. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling;
or
 - e. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than twenty (25) square inches.
3. The policy does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame without written approval from the ACC.
 4. The Association may remove an item displayed in violation of a restrictive covenant permitted by this policy.
 5. The ACC shall determine if the religious item is in violation of either sections "2a" through "2e" above or section "4" above.

These guidelines are effective upon recordation in the Public Records of Tyler County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.018 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Recorded Tyler County Vol. 1035 Page 270-271
Recorded Hardin County Inst. No. 2011-24818

WILDWOOD PROPERTY OWNERS' ASSOCIATION

**RESOLUTION AND GUIDELINES REGARDING
ROOFING MATERIALS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TYLER §

WHEREAS, Wildwood Property Owners Association (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 202.011 of the Texas Property Code provides for the regulation of flag display by a property owners’ association;

WHEREAS, Chapter 204, Section 204.010(a)(6) of the Texas Property Code empowers the Association acting through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision and to implement written architectural control guidelines; and,

WHEREAS, the Board of Directors (the “Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, BE IT RESOLVED THAT the following Guidelines are adopted by the Board of Directors.

GUIDELINES

Subject to written approval from the Architectural Control Committee (“ACC”), an owner may install shingles on the roof of the owner’s property that:

- a. are designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
- b. when installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. are more durable than and are of equal or superior quality to the shingles described by paragraph I;
 - iii. match the aesthetics of the property surrounding the owner’s property.

These guidelines are effective upon recordation in the Public Records of Tyler County, and are adopted to apply in conjunction with any related guidelines which may have previously been in effect. Except as affected by Section 202.011 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Recorded Tyler County Vol. 1037 Page 716-717
Recorded Hardin County Inst. No. 2012-25666

WILDWOOD PROPERTY OWNERS' ASSOCIATION

**RESOLUTION AND GUIDELINES REGARDING
REGULATION OF SOLAR ENERGY DEVICES**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARDIN §

WHEREAS, Wildwood Property Owners Association (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the “Declarations”);

WHEREAS, Section 202.010 of the Texas Property Code provides for the regulation of solar energy devices by a property owners’ association;

WHEREAS, Chapter 204, Section 204.010(a)(6) of the Texas Property Code empowers the Association acting through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision and to implement written architectural control guidelines; and,

WHEREAS, the Board of Directors (the “Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, BE IT RESOLVED THAT the following Guidelines are adopted by the Board of Directors.

GUIDELINES

I. DEFINITIONS

“Solar energy device” has the meaning assigned by Section 171.107 of the Tax Code.

II. POLICY

1. Solar energy devices may only be installed after obtaining written approval from the Architectural Control Committee (“ACC)
2. A solar energy device shall not be permitted that:
 - a. as adjudicated by a court either threatens the public health or safety; or violates a law;
 - b. is located on property owned or maintained by the Association;
 - c. is located on property owned in common by the members of the Association;
 - d. is located in an area on the property owner’s property other than:

- i. on the roof of the home or of another structure allowed by the ACC; or
 - ii. in a fenced yard or patio owned and maintained by the property owner;
 - e. if mounted on the roof of the home:
 - i. extends higher than or beyond the roofline;
 - ii. is located in an area other an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
 - iii. does not conform to the slope of the roof and has top edge that is no parallel to the roofline; or
 - iv. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
 - f. if located in a fenced yard or patio, is taller than the fence line;
 - g. as installed, voids material warranties; or
 - h. was installed without prior written approval by the ACC.
3. The ACC shall not withhold approval of a solar energy device if it meets the provisions of this policy unless the ACC determines in writing that placement of the device as proposed by the owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making this determination, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

These guidelines are effective upon recordation in the Public Records of Tyler County, and supersede any related guidelines which may have previously been in effect. Except as affected by Section 202.010 of the Texas Property Code and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Recorded Tyler County Vol. 1035 Page 273-275
Recorded Hardin County Inst No 2011-24816

CODE OF CONDUCT POLICY
for
WILDWOOD PROPERTY OWNERS' ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF HARDIN §
COUNTY OF TYLER §

I John Ferguson, President of Wildwood Property Owners Association (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 22nd Day of April 2021, with at least a quorum of the board members being present and remaining throughout, and being duly authorized to transact business, this Code of Conduct Policy ("**Policy**") was approved by a majority vote of the members of the Board:

WHEREAS, the governing documents of Wildwood Property Owners Association delegate the authority and responsibility to govern the operations of the community to its Board of Directors;

WHEREAS, the Board of Directors is responsible to elect officers and assign committee members; and

WHEREAS, the volunteer leaders of the Association have the responsibility to set a standard and level of behavior that is conducive to the best interests of the entire community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of Wildwood Property Owners Association hereby adopts the following code of ethics, standards of behavior, rules and enforcement procedures that are applicable to all Board members, committee members and volunteers serving the community:

Board members of Wildwood Property Owners Association are representatives of the community and as such should represent a high standard of conduct and cooperation with other Board members, committee chairs and members, staff, and residents during all meetings, events, and deliberations. The standard is represented by the following tenets.

1. Board members should:
 - 1.1 Treat other Board members, audience, committee members, and staff with courtesy and respect at all times.

- 1.2 Always speak with one voice on adopted Board decisions - even if the Board member was in the minority regarding actions that may not have obtained unanimous consent.
 - 1.3 Remain objective in decisions and act in the best interests of all constituents, residents, and businesses.
 - 1.4 Acknowledge prior or current relevant personal or business relationships before sharing an opinion on any issue under discussion.
 - 1.5 Prepare for meetings by reading all reports and presentations before the meeting.
 - 1.6 Research specific issues and questions with staff prior to meetings and provide advance notice of any issues to be raised in open meetings.
 - 1.7 Make every attempt to alert Board and committee members and staff about issues and requests prior to an open meeting.
 - 1.8 Attend regularly scheduled Board meetings in person.
2. Board Members should refrain from:
 - 2.1 Discussing or sharing committee or Board business via social media or with the public, press, or other news outlets outside the parameters of the any social media policy that may be adopted or as specifically established by the Board.
 - 2.2 Misrepresenting known facts in any issue involving Association business.
 - 2.3 Interfering with management staff, contractors, and suppliers.
 - 2.4 Using foul or vulgar language or becoming aggressive toward one another, committee members, employees, agents, residents, or any person at any time while serving as a representative of the community.
 - 2.5 Acting in the interests of a specific resident or business unless that interest is representative of the larger community, and only if the Board member does not have a

personal or business relationship with that specific resident or business.

- 2.6 Voting on any issue which the Board member has, or previously had, a business or close personal relationship.
 - 2.7 Soliciting or accepting, either directly or indirectly, gifts gratuities, favors, loans or any other thing of monetary value greater than \$30.00 from a person or entity that is engaged in business with or seeking business from the Association.
 - 2.8 Soliciting or accepting, either directly or indirectly, gifts gratuities, favors, loans, or any other thing of monetary value made by a person or entity with an intent to influence decisions or actions on any Association matter.
 - 2.9 Disclosing confidential or privileged information with any person including, but not limited to, residents, family members, guests, and media.
 - 2.10 Using Association resources including professional resources such as legal counsel for personal or political gain.
3. Committees of the Association represent the Board of Directors and the community and perform important work in the conduct of the business of the Association on behalf of its residents. In completing this work, it is important that committee members adhere to a high standard of conduct as represented by the following tenets. Committee members may be removed from a committee at any time with or without cause by the Board.
4. Committee chairs and members should:
- 4.1 Attend regularly scheduled meetings in person as agreed upon by the committee chair and staff.
 - 4.2 Treat other committee members, Board members, and staff with courtesy and respect at all times.
 - 4.3 Remain objective in decisions and preparation of recommendations for the Board, and act in the best interests of all constituents, residents, and businesses.
-

- 4.4 Acknowledge prior or current relevant personal or business relationships before sharing an opinion on any issue under discussion.
- 4.5 Prepare for meetings by reading all reports and presentations before the meeting.
- 5. Committee members should refrain from:
 - 5.1 Discussing or sharing committee or Board business via social media or with the public, press or other news outlets outside the parameters of any social medial policy that may be adopted or as specifically established by the Board.
 - 5.2 Representing the Board with any external agency unless explicitly authorized by the Board.
 - 5.3 Voting on any issue which the committee member has, or previously had, a business or close personal relationship.

Recorded Hardin County Inst. 2021-118312

SOCIAL MEDIA POLICY
for
WILDWOOD PROPERTY OWNERS' ASSOCIATION

STATE OF TEXAS §
COUNTY OF HARDIN §
COUNTY OF TYLER §

I, I, John Ferguson President of Wildwood Property Owners Association, a Texas non-profit corporation (the "Association") certify that at a meeting of the Board of Directors (the "**Board**") of the Association duly called and held on the 27th day of May, 2021, with at least a quorum of the board members being present and remaining throughout being duly authorized to transact business, this Social Media Policy "**Policy**" was approved by a majority vote of the members of the Board in accordance with Article VI, Section 5 of the Amended and Restated Bylaws of Wildwood Property Owners

RECITALS:

1. On or about March 27, 1964, that certain instrument entitled "Dedication and Restrictions " for Wildwood Resort City was duly recorded under Volume 462, Page 437 in the Real Property Records of Hardin County, Texas and Volume 215, Page 256 in the Real Property Records of Tyler County, Texas (together with all amendments and supplements thereto, the "**Declaration**").
2. Article IV, Section 2 of the Bylaws grants the Board authority to adopt and amend rules and regulations governing the Wildwood subdivision ("**Subdivision**").
3. The Board hereby adopts this policy to establish rules and procedures for Owners' use of the Association's social media outlets.
4. Pursuant to the authority granted in the Declaration, the Board adopts the following Social Media Policy ("**Policy**").

Social Media Policy

1. Definitions

- 1.1. **Declaration's Definitions.** Any capitalized terms used in this Policy have the meanings set forth in the Declaration, unless otherwise specified in this Policy.

1.2. **Content.** "Content" means content, written communication, material, suggestions, feedback, images, photographs, pictures, or otherwise graphical information.

2. **Association's Social Media Websites or Newsletters**

2.1. **Authority.** The Association may employ social media on behalf of the Association.

2.2. **Purpose.** Any website, form of social media, newsletter or other publication created on behalf of the Association shall be for informational and communication purposes only.

2.3. **Unauthorized Social Media.** An Owner shall not create a website, form of social media, newsletter or other publication that appears to be authorized by the Association or the Board, unless:

- a. the Board has provided the Owner written authorization to create or form such a website, social media, newsletter, and/or other publication; or
- b. the Owner prominently states on the website, social media, newsletter and/or other publication that it is "not official" and "not approved by Wildwood Property Owners Association"

3. **Authorized Users**

3.1. Owners. Only Owners of the Association are permitted to post on the Association's social media websites. Owners must be at least eighteen (18) years of age to post on the Association's social media websites. By posting Content, the user represents and warrants that he or she is a current Owner of the Association in good standing. All Owners must request permission from the Association in writing to join a website or form of social media by providing information regarding the property owned within the Association. Additionally, a Tenant over eighteen (18) years of age may request permission from the Association in writing to join a website or form of social media by providing a copy of his/her lease, bill or valid Texas identification.

3.2. Revoking Access. If the Association deems in its sole discretion that a user of any of its social media websites is not an Owner, or is an Owner that is not in good standing, the Association may revoke the user's access to the Association's social media websites.

4. **Permitted Uses**

4.1. **Permitted Content.** All Content on the Association's social media websites, shall be respectful, positive, and in good taste. An Owner **shall not** publish any Content that:

- a. the Owner does not have the right to publish;
-

- b. is for the purpose of advertising a commercial business or proposition (not including business referrals or residential classifieds);
- c. is in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
- d. is inappropriate, profane, obscene, indecent, discriminatory, hateful, or abusive;
- e. is defamatory, illegal, infringing, or otherwise tortuous;
- f. attempts to identify or identifies potential infractions of the law and/or governing documents of the Association;
- g. may be perceived as violating another person's right to privacy, including but not limited to Owner addresses and/or license plate numbers; or
- h. attempts to address or addresses Association business.

4.2. Other Users' Legal Rights. An Owner shall not use the Association's social media websites to defame, abuse, harass, stalk, or threaten another person, or to otherwise violate the legal rights (such as rights of privacy and publicity) of another person.

5. Moderation by the Association

5.1. Moderating Activity. The Association may but is not required to monitor or moderate Content posted on the Association's social media websites.

5.2. Deleting Content. Upon a report or other notice to the Association that any Content violates the Association's governing documents, including this Policy, the Association, in its sole discretion, may delete the Content without notice to the user who posted it.

5.3. Revoking Access. If the Association, in its sole discretion, determines that an Owner has violated the Association's governing documents, including this Policy, the Association may revoke the Owner's access to the Association's social media websites.

5.4. Admin(s). Admin(s) shall be appointed and removed at the sole discretion of the Board. Rules regarding use of the Association's social media website(s) shall be set by the admin(s). Owners agree to abide by and adhere to the rules set forth by the admin(s).

6. No Representations. The Association makes no representations about the accuracy or veracity of Content published on its social media websites by Owners or third parties. The Association does not guarantee that any information on its social media websites published by Owners or third parties is current, exhaustive, complete, or suitable for any purpose.

7. **Emergencies.** All Association safety and/or emergency issues should immediately be reported to local authorities at 911.
8. **Compliance and/or Service Requests.** Violations of the Declaration and/or any governing documents of the Association shall not be reported through the Association's social media website. Service requests shall not be submitted through the Association's social media website.
9. **Subpoena.** All content from a website or any form of social media may be subject to a subpoena and discoverable in litigation or in preparation for litigation.
10. **Disclaimer.** The Association does not control or endorse the content, messages, or information submitted or posted by Owners or third parties. As such, the Association disclaims any liability in connection with the use of its social media websites or from Owners' participation in such use. The Association specifically disclaims any liability for offensive, inappropriate, obscene, unlawful, or otherwise objectionable content or information an Owner may encounter on the Association's social media websites. The Association disclaims any liability in connection with the proliferation of users' Content.
11. **Limitation of Liability.** The Association neither assumes nor authorizes any other person to assume for it any other liability in connection with the use of its social media websites. In no event will the Association be liable to any Owner or third party for (a) any lost profits or revenue, incidental or consequential damages (including, indirect, special, punitive, or exemplary damages) arising out of the use or inability to use the Association's social media websites, or (b) any claim by any other party, even if the Association has been advised of or had (or should have had) any knowledge (whether actual or constructive) of the possibility of such damages. The Association is not liable for the effects of any service outages, breach of servers (server or client side), or the resulting effects of such occurrences. The Association's liability under this Policy to any particular Owner in any particular year will not exceed an amount equal to: [the amount of any assessments paid to the Association by the Owner in that year] x [(the amount the Association remitted to the relevant social media website in that year)/ (the Association's total expenses that year)]. This limitation will not limit any liability for gross negligence or damages that may not be limited by law.



AMENDED AND RESTATED BYLAWS

Of WILDWOOD PROPERTY OWNER'S
ASSOCIATION

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**AMENDED AND RESTATED BYLAWS
OF
WILDWOOD PROPERTY OWNERS ASSOCIATION**

**STATE OF TEXAS §
 §
COUNTY OF HARDIN §
 §
COUNTY OF TYLER §**

**ARTICLE I
DEFINITIONS**

Section 1. “WPOA” shall mean and refer to the Wildwood Property Owners Association, a nonprofit corporation organized and existing under the laws of the State of Texas.

Section 2. “Wildwood” is a Subdivision Development, parcels of land that are subject to separate conveyance and exclusive ownership.

Section 3. “Subdivision Development” is a community of separate lots, exclusively owned parcel of real property and Common Areas of land owned by WPOA for the benefit of the lot owners.

Section 4. “Declaration” means an instrument filed in the real property records of a county that includes restrictive covenants governing a residential subdivision. Tex. Prop. Code, Sec. 209.002 (3). “Declaration” as defined by State law is the WPOA Dedication and Restrictions.

Section 5. “Dedictory instrument” means each governing instrument covering the establishment, maintenance, and operation of a residential subdivision. The term includes restrictions or similar instruments subjecting property to restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners’ association, to properly adopted rules and regulations of the property owners' association, and to all lawful amendments to the covenants, bylaw, rules, or regulations. Tex. Prop. Code, Sec. 209.002 (4). “Dedictory instrument” as defined by State law is the WPOA Dedication and Restrictions, Articles of Incorporation, Bylaws, and Rules and Regulations.

Section 6. “The Properties” shall mean and refer to the real estate described in the Declaration and such additions thereto which has been or may hereafter be brought within the jurisdiction of the WPOA as provided in the Declaration.

Section 7. “Common Properties” shall mean and refer to those areas so designated upon any recorded subdivision plat of The Properties and to any area or improvement hereafter so designated by the WPOA and intended to be devoted to the common use and enjoyment of Owners of The Properties, and shall specifically but not exclusively include the following:

- Roads and Streets
- Lakes
- Golf Course(s)
- Permanent Parks

Permanent Recreational Plots
Water System
Sewer System
Stables
Airport

Section 8. "Board" shall mean and refer to the duly elected governing body of Wildwood Property Owners Association. Tex. Prop. Code, Sec. 209.002 (2).

Section 9. "Owner" means a person who holds record title to property in Wildwood Property Owners Association and includes the personal representative of a person who holds record title to property in Wildwood Property Owners Association. Tex. Prop. Code, Sec. 209.002 (6).

Section 10. "Member" shall mean and refer to every person or entity who is a record owner of property in Wildwood.

Section 11. "Associate Member" shall mean and refer to every person or entity who is a resident renting or leasing property in Wildwood, but who does not own property in Wildwood. "Associate Members" may participate in the privileges if the owner from whom they rent or lease provides, in writing to WPOA, a release of said privileges to them. This does not give voting privileges to Associate Members.

Section 12. "Good Standing" An Owner in good standing is one who has not been declared out of compliance of the WPOA Declaration by the WPOA Board of Directors.

Section 13. "Member of Family" means minor children, adult unmarried sons and daughters and other relations who are permanent members of the household .

Section 14. "Guest" shall mean and refer to a person specifically invited to visit by a member of the property owning family and must be cleared through the Security Gate by the property owner. NO property owner may issue a blanket invitation to a group of persons.

Section 15. "Assessment" means a regular assessment, special assessment, or other amount a property owner is required to pay WPOA under the dedicatory instrument or by law. Tex. Prop. Code, Sec. 209.002 (1).

Section 16. "Regular assessment" means an assessment, charge, fee, or dues that each owner is required to pay WPOA on a regular basis and that are to be used by WPOA for the benefit of the subdivision in accordance with the original, extended, added, or modified restrictions. Tex. Prop. Code, Sec. 209.002 (8).

Section 17. "Special Assessment" means an assessment, a charge, a fee, or dues, other than a regular assessment, that each WPOA owner is required to pay WPOA, according to procedures required by the Dedicatory Instruments, for:

- a. defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement

of a capital improvement in common areas owned by the property owners' association, including

the necessary fixtures and personal property related to the common areas;

- a. maintenance and improvement of common areas owned by the property owners' association;
- b. or other purposes of the property owner's association as stated in its articles of incorporation or the dedicatory instrument for WPOA. Tex. Prop. Code, Sec. 209.002 (12).

Section 18. "Board Meeting" means a deliberation between a quorum of the voting board of WPOA during which WPOA business is considered and the board takes formal action; and does not include the gathering of a quorum of the board at a social function unrelated to the business of WPOA or the attendance by a quorum of the board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of association business is incidental to the social function, convention, ceremonial event, or press conference. Tex. Prop. Code, Sec. 209.0051 (1).

Section 19. Fiscal year shall be January 1- December 31.

Section 20. "Homeowner" means an Owner of a lot on which a home is constructed.

Section 21. "Non-homeowner" means an Owner of a lot on which there is no home constructed on the lot.

ARTICLE II ORGANIZATION AND RESPONSIBILITIES OF THE WPOA

Section 1. Organization

- a. The WPOA shall be composed of Owners as herein above defined. Their rights and privileges, the conditions thereof and restrictions thereon are hereinafter set out in Articles IX (Rights of Owners: Voting), X (Rights of Owners: Easement of Enjoyment of the Common Properties), XI (Rights of Owners: Budget and Assessment Increase), and XII (Meeting of Owners).
- b. The WPOA shall be governed by a Board of Directors. Its powers and duties are hereinafter set out in Article IV (Board of Directors: Right of Assessment, Powers and Duties).
- c. Officers of the WPOA shall be a General Manager (President) and Business Manager (Vice President/Treasurer), and Secretary. Their qualifications, responsibilities, and duties are hereinafter set out in Article VII (WPOA Officers: Qualifications, Powers and Duties).

Section 2. Responsibilities

The WPOA shall preserve and improve the present assets of the corporation, acquire additional assets and efficiently operate its present and future facilities for the common use and benefit of the Owners. To accomplish these ends the WPOA shall have certain rights, as provided for in the Declaration, the Articles of Incorporation, these Bylaws, and the law governing nonprofit corporations in the State of Texas, to be exercised by its Board of Directors unless specifically vested in the Owners, and which are set out in Article IV (Board

of Directors: Right of Assessment, Powers and Duties), hereof as to the Board and in Articles IX (Rights of Owners: Voting), X (Rights of Owners: Easement of Enjoyment of the Common Properties), XI (Rights of Owners: Budget and Assessment Increase), and XII (Meeting of Owners) hereof as to Owners.

ARTICLE III
BOARD OF DIRECTORS: QUALIFICATIONS, NUMBER, TERM OF OFFICE, ATTENDANCE AT MEETINGS, AND VACANCIES

Section 1. Qualifications.

A Director must be an Owner of the WPOA and must have been duly elected as provided in State of Texas law, the Declaration, the Articles of Incorporation, and these Bylaws.

If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, not more than 20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board. Tex. Prop. Code, Sec. 209.00591 (b).

Section 2. Number

The number of Directors shall be nine (9).

Section 3. Term of Office

Board of Directors will serve until the expiration of their respective terms as follows:

- Position 1 - 2025
- Position 2 - 2023
- Position 3 - 2024
- Position 4 - 2025
- Position 5 - 2023
- Position 6 - 2024
- Position 7 - 2025
- Position 8 - 2023
- Position 9 - 2024

Said terms expire at the close of the annual meeting of Owners, which shall be held on the second Saturday of February, as provided in Article XII (Meetings of Owners) hereof. Hereafter three (3) members of the Board shall be elected each year for a term of three (3) years commencing at the close of such annual meeting. Nomination procedure is set out in Section 1 of said Article V (Board of Directors: Nomination and Election of Directors).

Section 4. Length of term: Each Director's term shall be for a period of three (3) years.

Section 5. Attendance at Meetings

In the event any member of the Board shall be absent from three consecutive regular monthly meetings, the Board may declare the office of said absentee Director to be vacant.

Section 6. Vacancies

- a. A Board member may be appointed by the Board only to fill a vacancy on the Board. A Board member appointed to fill a vacant position shall serve for the remainder of the unexpired term of the position. Tex. Prop. Code.Sec.209.00593(A).
- b. In the event the offices of five (5) or more Directors become vacant more than sixty (60) days prior to the annual meeting and such vacancies continue for more than ten (10) days without any of them being filled by the Board, with the result that there are less than five (5) Board members remaining, a special meeting of owners for the purpose of filling such vacancies shall be called by any Board member or officer of WPOA, to be held within thirty (30) days. Voting shall be in the manner provided for in Article V, Section 2, (Board of Directors: Nomination and Election of Directors) hereof.
- c. In the event a vacancy is created by the removal of a Board member (i.e. not by resignation, death or disability), at the request of the Board of Directors, his/her successor shall be elected by the Owners and the successor shall serve for the remainder of his/her predecessor's term.

ARTICLE IV BOARD OF DIRECTORS: RIGHT OF ASSESSMENT, POWERS AND DUTIES

Section 1. Right of Assessment

- a. The Board shall have the authority to levy and collect assessments from Owners to be used as authorized by the Declaration for the improvement and maintenance of properties, services, and facilities devoted exclusively to the purpose of promoting the recreation, health, safety, and welfare of the Owners of The Properties. Such purpose must be related to the use and enjoyment of Common Properties. The use of the assessments shall include but not be limited to:
 1. Payment of all taxes legally assessed against property owned by the WPOA.
 2. Payment of the premiums on all insurance policies required, in the reasonable judgment of the Board, for the protection of the WPOA, its directors, officers, employees, and its property.
 3. Upkeep, repairs, replacement or additions to the facilities situation on the Common Properties.
 4. Maintenance of roads and streets.
 5. Furnishing municipal services as necessary.

6. The Board shall have the further authority to lower the assessment but not to raise it except as provided in Article XI, Section 2, (Right of Owners: Budget and Assessment Increase) hereof. It shall also have the authority to levy and collect from Owners, a special assessment for such purposes, as may be specified by the Board of Directors in written notice of meetings called pursuant to Article XI, Section 3 (Right of Owners: Budget and Assessment Increase) hereof, to consider such special assessment, provided that such assessment shall have been approved by the Owners as set out in Article XI, Section 4, (Right of Owners: Budget and Assessment Increase) hereof.
7. Levy and collect an initiation fee from the new Homeowner on the sale or transfer of a lot to a new Homeowner ("Initiation Fee"). Beginning January 1, 2024, the Initiation Fee is \$1,500.00. After 2024, the General Manager, with approval and supervision of the Board, will determine the amount of the initiation fee each year thereafter.

Section 2. Powers

With the approval and supervision of the Board, the General Manager shall have the power to:

- a. Borrow money for the purpose of improving or maintaining the Common Properties and, in aid thereof, mortgaging the same.
- b. Own, operate, or lease out the Common Properties, and the facilities thereon, and any other real estate or the improvements thereon necessary for the efficient operation of the WPOA.
- c. Levy and collect service or use charges and admission or other fees for the use and enjoyment of the Common Properties.
- d. Adopt, publish, and record in respective counties, all Dedicatory Instruments and enact and publish resolutions which the Board shall deem necessary for the efficient operation of the WPOA, including but not limited to the use of The Properties, and all facilities thereon, and the personal conduct of the Owners and guests on The Properties.
- e. The Board shall have the power to enforce its rules, regulations, and restrictions in accordance with applicable Texas law.
- f. Limit the number of people per lot or living unit who may be entitled to the benefit of an easement of enjoyment of the Common Properties.
- g. Enforce all rights, covenants, restrictions, and agreements applicable to The Properties and the owners thereof, and to Common Properties, as provided for in the Declaration or which are now or may hereafter be contained in or authorized by the Articles of Incorporation or the Bylaws.
- h. Conduct any business authorized by the Declaration or Bylaws that, in the opinion of the Board, will promote the common benefit and enjoyment of the Owners of The Properties.
- i. Perform all acts required or authorized by the Declaration, the Articles of

Incorporation, and elsewhere herein.

Section 3. Duties

It shall be the duty of the Board to:

- a. Elect a Chairperson and a Vice-Chairperson annually. The Chairperson shall preside at all meetings of the Board and all meetings of the Owners and shall have such other duties as may be set out elsewhere in these Bylaws.
- b. The Vice-Chairperson shall perform all the duties of the Chairperson in his/her absence.
- c. The Secretary shall perform all the duties of the Chairperson in the absence of the Chairperson and Vice-Chairperson.
- d. The longest serving Board member shall perform all of the duties of the Chairperson in the absence of the Chairperson Vice-Chairperson, and Secretary.
- e. The next longest serving Board member shall perform all of the duties of the Chairperson in the absence of the Chairperson, Vice-Chairperson, Secretary, and the longest serving Board member.
- f. Employ the officers of WPOA, set their salaries, prescribe job responsibilities and the terms and conditions of their employment, and require security or fidelity bonds of all persons authorized to have control over, possession of, or responsibility of funds of WPOA.
- g. Keep a complete record of all of its acts and of all corporate affairs, and present a summary statement thereof at the annual meeting of the Owners or at any special meeting of Owners which has been requested in writing by one-fourth of the voting membership as provided in Article XII, Section 2, (Meeting of Owners) hereof, and at which such a statement would be pertinent.
- h. Make all policy decisions relative to the management and operation of the WPOA.
- i. Supervise the job performance of the General Manager and Business Manager.
- j. Make the books and records of WPOA, including financial records, open to and reasonably available for examination by an Owner, or a person designated in writing signed by the owner as the owner's agent, attorney, or certified public accountant. An Owner is entitled to obtain from the association copies of information contained in the books and records. Tex. Prop. Code, Sec. 209.005 (c).
- k. Adopt a records production and copying policy that prescribes the costs WPOA will charge for the compilation, production, and reproduction of information requested. Tex. Prop. Code, Sec. 209.005 (i).

1. Charge the budget and finance committee to assist in the preparation of the annual proposed budget. The annual proposed budget is to be finalized and submitted to the Board for action by the end of November each year.

ARTICLE V
BOARD OF DIRECTORS: NOMINATION AND ELECTION OF DIRECTORS

Section 1. All applicable Property Association State laws will be followed in all Wildwood Property Owners Association elections.

Section 2. Nominations

- a. Nomination of candidates for election to the Board shall be made only by a Nominating Committee, which shall be appointed by the Board prior to each annual meeting and which shall serve from the close of such annual meeting to the close of the next annual meeting. The Nominating Committee shall solicit candidates for election. Write-in candidates are not permitted.
- b. The Nominating Committee shall consist of five members. The outgoing committee may select one of its members to serve on the committee for the following year. No member may serve more than two terms. Board members may not serve on this committee.
- c. Eligibility of Candidates:
Candidates must be WPOA Owners. All candidates must file for candidacy before or no later than 12:00 p.m. of December 31 each year.
- d. The list of candidates, with their one page letter of intent (i.e.: work experience, community service, education and personal information), shall be contained in a sealed envelope, which shall be presented to the Election Committee Chairperson (at the regular January Board Meeting) by the Nominating Committee chair and designated representative in the same sealed envelope. There shall be no disclosure prior to this time of the candidates names. The members of the Election Committee will open the sealed envelope containing letters of intent and announce the candidates' names to the Board at the January Board meeting in open session and such committee shall proceed with the preparation of the ballots, and the planning and conduct of the election. Once candidate names have been announced, no candidate may withdraw. Announcement of candidates constitutes candidates name being placed on official Board of Directors election ballot.
- e. A draw by numbered slips of paper shall determine place on the ballot. Each candidate will draw for a position on the ballot. Once this is complete, the Election Committee chairperson will have each candidate sign and date by their name indicating their approval for their position on the ballot.

Section 3. Election

Election of Directors shall be by written ballot as hereinafter provided to voters. A voter shall be an Owner. Tex. Prop. Code, Sec. 209.0059 (a).

- a. Each voter will receive, by mail (regular or electronic), one ballot of his/her class, which shall:
 - 1. Provide the names of the candidates.
 - 2. Each voter will vote for three (3) different candidates. Voters shall not vote for the same candidate. No cumulative voting is allowed.
 - 3. The three (3) candidates receiving the most number of votes will be the (3) three new Board members.
 - 4. The candidate receiving the highest number of votes will receive the lowest number position being elected.
 - 5. The candidate receiving the next highest number of votes will receive the next lowest number position being elected.
 - 6. The candidate receiving the next highest number of votes will receive the next lowest number of votes being elected.
- b. Should there be a tie for any position the tie will be settled in a one week runoff with a final vote (one vote per Owner) on the next Friday after the Annual Meeting. This vote will be in person at the Mill House from 8:00 am to 11:59 am. The winner (candidate with the most votes) will be announced on the following Monday.
- c. Written and signed ballots are not required for WPOA uncontested races. Tex. Prop. Code, Sec. 209.0058 (c). In the event only three persons submit letters of intent to the Nominating Committee for the election, there will not be an election as uncontested races are not required.
- d. Candidate ballots shall be prepared and mailed by the Election Committee to each voter at least fifteen (15) days in advance of the Annual Meeting date or Special Meeting called for elections only. Completed ballots must be received by the WPOA Election Committee at P.O. Box 368, Village Mills, TX 77663, by 11:00 a.m. the Friday (received, not postmarked) before the Annual Meeting in February or as specified for special meeting elections.
- e. Homeowner mail-outs will contain ballots only. Candidate letters of intent will be posted at the Mill House, the WPOA office, and will be available on-line at www.wildwoodresortcity.com. Non-homeowner mail-outs will contain ballot and candidate's letter of intent.
- f. The following instructions shall accompany the mailed ballot:
 - 1. Any vote, which is limited or restricted in any way, is invalid and will not be counted
 - 2. Mark your ballot, sign ballot, fold and place in self-addressed return envelope and seal. Clearly print your name and address in the upper portion of the self-addressed return envelope on the lines provided. Your name and address must be the same as on the ballot packet mailed to you. It must match the qualified voter list on file with WPOA. Failure to

match may disqualify the vote.

3. Return by U.S. mail to the Election Committee, P.O. Box 368, Village Mills, TX 77663. The Election Committee will not accept envelopes without sufficient postage.
 4. Provision for lost ballot. There will be only one ballot issued to each Owner. It must be returned by mail. If ballot is lost, the Owner may request a replacement ballot.
- g. Procedure for Receipt of the ballot:
1. The Election Committee representatives, will pick up ballots at the post office and place a rubber band around the ballots. The ballots will be placed in a locked box. In the event the first locked box becomes full, a second locked box will be used.
 2. An Election Committee member will receive all remaining ballots at the U. S. Post Office at 11:00 a.m., the Friday before the Annual Meeting in February and the Committee will then proceed to open the returned envelopes, count the votes and tally them on a prepared form.
 3. The WPOA Office will provide the Election Committee a verified voter list after the final ballot pick up at the post office.
 4. The election results shall be announced at the meeting by the Chairperson of the Election Committee and the tabulated results presented to the Secretary for recording as a permanent record. A copy of the results shall be presented to each Board member, the General Manager and any newly appointed Board members.

ARTICLE VI BOARD OF DIRECTORS: MEETINGS

Section 1. Regular Meetings

The Board shall meet regularly each month on a day and at a time to be set by the Board; however, any such monthly meeting may be dispensed with by the Chairperson for good and sufficient reason.

Section 2. Special Meetings

Special meetings shall be called by the Chairperson as he/she deems necessary and must be called by the Chairperson at the request of any WPOA officer or any two Directors.

Section 3. Notice

Notice of each regular or special meeting shall be given to Owners by mail not later than the 10th day or earlier than the 60th day before the date of the meeting or at least one-hundred (144) hours before the start of a regular Board meeting and at least seventy-two (72) hours before the start of a Special Board meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to the members as provided by Texas Property Code, Chapter 209 .0051 (e) (2) and any amendment thereto. Written notices shall be addressed to the Member's address last appearing on the books of WPOA, or supplied by such Member to the Association for the purpose of notice. All notices shall specify

the place, day, hour of the meeting, and general subject of a regular or special board meeting including a general description of any matter to be brought up for deliberation in executive session.

Section 4. Open Meetings and Agenda

Regular and special Board meetings must be open to owners, subject to the right of the board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with WPOA's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive sessions. Tex. Prop. Code, Sec. 209.0051 (c).

Meeting agenda outline will include but not be limited to the following:

Meeting Called to order	Chairperson
Approval of minutes	Secretary
Approve expenditures and accounts	Board
Financial/Income report	Business Manager
Meeting adjourned	Chairperson

Request for matters to be placed on the agenda for regular meetings of the Board of Directors shall be made in writing, no later than two (2) weeks before the regular meeting of the Board at which the matter is to be considered.

The WPOA Board of Directors may meet by any method of communication, including electronic and telephonic, without prior notice to owners, if each Director may hear and be heard by every other Director, or the board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

Section 5. Quorum and Voting

Five (5) WPOA Directors shall constitute a quorum. All Board decisions must be made by the vote of a majority of a quorum of Directors. At any WPOA Board meeting, a majority of affirmative votes shall carry an item of business. Tie votes will result in defeat of an item of business.

Section 6. Other Meetings

The Board may not consider or vote on any of the following matters unless done so in an open Board meeting for which notice was provided to Owners:

1. fines;
2. damage assessments;
3. initiation of foreclosure actions;
4. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. increases in assessments;
6. levying of special assessments;
7. appeals from a denial of architectural control approval; or
8. a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.
9. lending or borrowing money;
10. the adoption or amendment of a dedicatory instrument;
11. the approval of an annual budget or the approval of an amendment to an annual budget;
12. the sale or purchase of real property;
13. the filling of a vacancy on the board;
14. the construction of improvements other than the repair, replacement, or enhancement of existing capital improvements; or
15. the election of an officer. (Tex. Prop. Code, Sec. 209 .0051 (h) (87 - 101).

ARTICLE VII

WPOA OFFICERS: QUALIFICATIONS, POWERS AND DUTIES

Section 1. General Manager (President)

The General Manager shall not be a member of the Board and need not be a WPOA Owner. He/she shall administer and supervise the business operation of the WPOA in conformance with Texas law, the WPOA Dedication and Restrictions, the WPOA Articles of Incorporation, these Bylaws, WPOA rules and regulations, and the stated policies of the WPOA Board of Directors. His/her duties shall include but not be limited to:

- a. Employing and discharging, as necessary, all WPOA employees except officers, recommending salaries, prescribing job responsibilities and requirements, and terms and conditions of employment; however, before employing or discharging department managers he/she shall inform the Board of his/her contemplated action. Employment and salaries must be within budgetary limits.
- b. Supervising the work of WPOA employees in the performance of their duties.
- c. Consulting regularly with all Committee Chairpersons and keeping the committees informed of all matters within the areas of their concern.
- d. Signing all promissory notes with the Treasurer and signing all deeds, mortgages, leases, and other documents authorized by the Board, with such co-signers as the Board shall require.

Section 2. Business Manager

The Business Manager shall not be a member of the Board and need not be a WPOA Owner. His/her duties shall include but not be limited to:

- a. Receiving all monies of the WPOA which he/she shall deposit in insured bank accounts or invest as directed by the Board, and disbursing the same as directed by the Board, except that prior approval shall not be necessary for disbursements made in the ordinary course of business within approved budget limits.
- b. Signing all checks and, when required by the Board, co-signing, with the General Manager any documents authorized by the Board.
- c. Keeping proper books for accounts.
- d. Causing an annual audit and/or review to be made at the completion of the fiscal year by a Certified Public Accountant upon request by the Board of Directors.
- e. Assisting in the preparation of the proposed annual budget.
- f. Facilitate Certified Public Accountant in preparing annual balance sheet and income statement to be presented by the CPA at the annual meeting.
- g. Presenting a financial report to the Board at each regular monthly meeting, which shall contain such facts and figures as the Chairperson of the Board shall instruct him/her to present.
- h. Performing such other duties as may be required by the Board, the General Manager, or bylaws.

Section 3. Absence/Vacancy

In the event any officer, because of absence or incapacity of any kind, is unable to perform any of the duties of his/her office, or in the event of a vacancy of any office, the Chairperson of the Board may designate some other person to perform such duties during such time or until such vacancy is filled by the Board.

ARTICLE VIII COMMITTEES

Section 1. Appointment

The Chairperson of the Board, with approval of a majority of the Board, shall appoint the following Standing Committees:

Budget and Finance
 Nominating
 Election
 Golf
 Lakes
 Parks
 Streets and Utilities
 Long Range Planning
 Architectural Control

The Chairperson may also appoint such other committees, either standing or AD HOC, as deemed

necessary. All committee members must be Owners in good standing.

Standing Committee members can serve only two (2) consecutive terms, and immediate family members cannot serve together on committees. Also, no one person can serve on more than two (2) committees at the same time.

Section 2. Standing Committees

The Budget and Finance committee shall consist of at least five (5) Owners and no more than seven (7) Owners, each serving a three-year term. All other standing Committees shall consist of no more than (5) five Owners, each serving a three-year term, except Nominating Committee members. The method of selection of the Nominating Committee is set out in Article VIII, Section 8 (e) (Specific Instructions for Standing Committees; Nominating Committee), hereof.

Except as otherwise specifically provided in this Article, no Board member shall serve on any Standing Committees. At its first meeting following the annual meeting each year the Board shall appoint Owners to fill vacancies on all existing committees except the Nominating Committee; for new committees it shall appoint one (1) member for a one-year term, two (2) members for a two-year term, and two (2) members for a three-year term. AD HOC committees shall consist of such Owners and exist for such periods of time as the Board shall determine at the time any such committee is formed.

Section 3. Vacancy

When a committee has a vacancy, the Nominating Committee shall request that Owners interested in serving on the specified committee should submit their names and letters of intent to the Nominating Committee. Vacancies will be posted at the Mill House, the WPOA Office, and will be available on-line at www.wildwoodresortcity.com. The Nominating Committee shall, then, submit the names of interested candidates to the Board of Directors for each vacancy on each committee resulting from the expiration of a member's term. Whenever a vacancy occurs for any other reason, the same procedure shall be followed at the earliest possible date.

Section 4. Election of Chairperson, Vice-Chairperson and Secretary

At the first meeting of each committee following the appointment of the new members, a Chairperson, Vice-Chairperson, and Secretary shall be elected. The Secretary shall keep the minutes of each meeting and promptly submit a copy thereof to the General Manager.

Section 5. Meetings

Each committee shall meet at least one time annually on a date and time and at a place to be set by each committee chairperson and approved by the General Manager who shall publish annually the schedule of committee meetings and the names of committee members. Special meetings may be called by the Chairperson. Committee Chairpersons may appoint subcommittees as they deem necessary.

Section 6. Attendance by General Manager

At the request of the committee Chairperson, the Facilities General Manager will attend the committee meeting to disseminate current information concerning WPOA matters and be available for advice on matters of administration.

Department managers shall also be present as the committee chairperson may desire.

Section 7. Duties

Generally, it is the duty of each committee to discuss and analyze the problems within its area of concern. Such matters may originate within the committee or be suggested by other WPOA Owners or submitted by the Board for committee discussion and recommendation. Should Board action be desired on any committee recommendation, such item must be starred in the committee minutes for the attention of the Board. The Board's action thereon shall be reported back to the committee. The committees, when required by the Board, shall assist in communicating Board or administrative action or policy to the members . All committees shall perform such duties as are set out herein and such further duties as the Board may authorize in the future.

Section 8. Specific Instructions for Standing Committees

a. Budget and Finance Committee

At least two (2) members and no more than three (3) members of the budget and finance committee shall be Board members. It shall assist in the preparation of the annual proposed budget; recommend the final proposed budget for Board action. It shall perform a monthly review of the monthly financial statement. It is to cooperate with the Long-Range Planning Committee on long-term plans, which may require financial support.

b. Election Committee

This committee shall work with designated WPOA office personnel in the preparation and distribution of ballots. It shall be responsible for the counting and tallying of the votes and announcing the results of the election.

c. Golf Committee

The primary concerns of this committee are the golf program and facilities and the equitable use of the course by owners, non-owners, and all golf associations.

d. Lakes Committee

The concerns of this committee are with impoundments of water, spillways, fish, wildlife preservation and control; boating, public docks, boat launching, angling; and the appearance, maintenance, and proper usage of the lake.

e. Nominating Committee

Four members of this committee shall be appointed annually by the Board to serve from the close of one annual meeting to the close of the next annual meeting and one member, selected by the outgoing committee, shall serve one additional term for the purpose of continuity . The Committee shall meet at the call of its Chairperson or as directed by the Board. The procedure to be followed for nomination of Board members is set out in Article III, Section 5, (Board of Directors: Qualifications, Number, Term of Office, Attendance at Meetings, and Vacancies; Attendance at Meetings); and Article V, Section 1, (Board of Directors: Nomination and Election of Directors; Nominations); hereof. This committee shall also submit to the Board

for approval at the first meeting following the annual meeting owner names with their letter of intent for each non-Board member opening on the Standing Committees. The Board may appoint from such roster or otherwise. With respect to each committee, the committee chairperson and each candidate must be notified as soon as possible by the Board Chairperson of all appointments to that committee. No letter of intent file is to be retained by the Nominating Committee but shall be kept in the WPOA office.

f. Parks Committee

The concerns of this committee are the appearance, maintenance and proper usage of the parks, which includes Rogers Park, beach, campgrounds, children's playground, Picnic Island, beach pavilion and any future park developments.

g. Long Range Planning Committee

One member of this committee shall be a Board member, one a former Board member, and the General Manager. This committee shall study all areas of major concern to the WPOA in the future development of Wildwood. A five-year plan shall be maintained.

h. Streets and Utilities Committee

The concerns of this committee are roads, streets, parking, traffic, street lighting, sanitation, drainage and water distribution.

i. Architectural Control Committee

The purpose of the Architectural Control Committee is to maintain general harmony of construction in Wildwood Resort City, assure conformity with the natural surroundings, and to implement provisions of the applicable deed restrictions.

The architectural guidelines are for the protection and wellbeing of all Wildwood Owners. For the protection and assurance of quality and safe building, WPOA has adopted the Southern Standard Building Code, Southern Standard Plumbing Code, and National Electrical Code. In addition to the National Electrical Code, WPOA requires an outside disconnect on all new construction. All new construction will be required to meet the above codes with no exception. Interior remodeling plans do not have to be submitted to the committee for approval.

No building or other structure shall be erected, placed or altered on any lot and/or tract until the complete construction plans, specifications and a plot plan, in duplicate, showing the location of the structures, have been submitted and approved in writing by the Architectural Control Committee. NO construction shall begin until a building permit has been obtained from WPOA and posted. All construction, whether new, alteration, or replacement must meet the building requirements and restrictions in place at the time of the proposed work.

Any outside construction that adds value to the property, i.e., decks, fences, garages, carports, driveways and outbuildings, will require approval from the Architectural Control Committee. After approval by ACC, the owner is required to contact the Administration Office for any permits that may be required.

Specific deed restrictions are outlined in detail in the WPOA Dedication and Restrictions.

The General Manager shall be a member of the Architectural Control Committee. No building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan, showing the location of the structures, have been approved by the Architectural Control Committee in writing .

ARTICLE IX RIGHTS OF OWNERS: VOTING

Section 1. Entitled to Vote

Shareholders of each class, both Class A and Class B, shall be entitled to one vote regardless of number of lots owned. There shall be only one ballot issued to each Shareholder.

Proxy votes will not be accepted for the election of the Board of Directors and amendments that appear on the ballot. The Board, may in its discretion, utilize electronic or absentee ballots.

Proxy votes will be accepted for the annual meeting or special meetings regarding changes in the Articles of Incorporation and/or amendments as provided in the Bylaws (Article 14, Section 2, a. and b. Amendments). Return Annual Meeting Proxy by mail to Board of Directors' Secretary, WPOA, P.O. Box 903, Village Mills, TX 77663.

Owners will vote annually Director vacancies.

Section 2. Term For Voting by Proxy for Annual Meeting

Each member desiring to vote by proxy must make such designation in writing subscribing same and naming the person to exercise the proxy and returning said proxy by mail to the Board of Directors' Secretary so that the proxy is on file for not less than 24 hours prior to the meeting. Appearance in person at such meeting shall automatically void the proxy.

ARTICLE X RIGHTS OF OWNERS: EASEMENT OF ENJOYMENT OF THE COMMON PROPERTIES

Section 1. Right and Easement of Enjoyment

As provided in the Declaration, every Owner in good standing shall have the right and easement of enjoyment in and to the Common Properties, subject to clarification by the Board and to the restrictions and conditions set out therein and in Article IV, Section 1, (Board of Directors: Right of Assessment, Powers and Duties; Right of Assessment) hereof, and the rules and regulations which may be adopted by the Board and which are not in conflict with the provisions of the Declaration or the Articles of Incorporation.

Section 2. Delegation of Right of Enjoyment

Every person who is an Owner in good standing may, each year, delegate his right of enjoyment in the Common Properties to the members of his/her family, as defined herein, without loss of such right

himself/herself. The rights and privileges of such persons are subject to WPOA rules, regulations, and these bylaws.

ARTICLE XI

RIGHT OF OWNERS: BUDGET AND ASSESSMENT INCREASE

Section 1. Budget and Assessment Increase

The proposed WPOA budget for the next calendar year will be available for all Owners inspection and review prior to final Board approval. The Owner inspection and review is at the discretion of the Board.

Section 2. Assessments

- a. The owner's assessment may be increased yearly by the WPOA Board of Directors only after a meeting duly called by the Board to discuss operating capital expenditures and reason for need of assessment increase.
- b. Assessment increases and owner's maximum assessment are limited and/or restricted per the following schedule:

Class A (Homeowner Assessment Schedule)

Category	Maximum Assessment
General Maintenance Assessment	\$155.00 per month
Capital Improvement Assessment	\$30.00 per month

Starting January 1, 2027, the Board of Directors shall have the sole discretion to increase the Maximum General Maintenance Assessment for Class A (Homeowners) a MAXIMUM of 2.5% per year. The Board of Directors may assess the increase annually (from 0% to 2.5% per year) each year or accumulate and assess the increase after a number of years.

Class B (Non-Homeowner Assessment Schedule)

Category	Maximum Assessment
General Maintenance Assessments	\$30.00 per month
Capital Improvement	\$10.00 per month
Water Usage Assessment	Based on consumption
Sewer Usage Assessment	Based on consumption
Garbage Pickup Assessment	Based on contractor's price

Section 3. Maximum Assessment.

To increase the maximum permissible amounts in the various assessments beyond those set forth above, the affirmative vote of 51 percent of the Owners of either class present at an annual or special meeting called for such purpose and voting in person upon such amendment shall be required. Quorum for this meeting shall be ten percent as required by Article XII, Section 4 (Quorum).

Section 4. Special Assessments.

Special assessments, as provided for in Article IV, Section 1 (c) (Board of Directors: Right of Assessment, Powers and Duties; Right of Assessment) hereof, may be authorized only by a vote of the Owners as defined in Article 1, Section 10 (Definitions; Member). Voting procedures shall be as provided for a maximum assessment increase, including all of the provisions of Section 3, (Maximum Assessments) above.

ARTICLE XII MEETINGS OF OWNERS

Section 1. Annual Meeting

The regular annual meeting of the Owners shall be held on the second Saturday of the month of February in each year, at the hour of 2:00 p.m. The purpose of the annual meeting is to elect directors, increase maximum assessments in accordance with the Bylaws, amend the Articles of Incorporation, and conduct any other business authorized by the Board of Directors or a majority of the Members.

Section 2. Special Business Meetings

Special meetings of the Owners for any purpose, including those provided for in the Declaration and the Articles of Incorporation, may be called at any time by the Chairperson of the Board as he/she shall deem necessary and must be called by the Chairperson at the written request of two or more Members of the Board, or Members who jointly have the right to cast one-fourth of all the votes of the entire membership.

Section 3. Notice

Notice of all meetings shall be given to Owners by mail not later than the 10th day or earlier than the 60th day before the date of the meeting. Written notices shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to WPOA for the purpose of notice. All notices shall specify the place, day, hour of the meeting, and general purpose of the meeting.

Section 4. Quorum

Except as otherwise expressly provided for herein for voting, in order to conduct business at any meeting, a quorum of at least ten percent (10%) (in person, by proxy, by absentee or electronic ballot) of the shares represented by the Members of each class shall be required for the conduct of business. In order to carry and be adopted, any item of business shall require the majority vote of the shares of the Members representing each class at such meeting, whether in person, by proxy, by absentee or electronic ballot).

Section 5. Methods of Voting

Voting by the Owners on any question shall be by signed and written ballot. Tex. Prop. Code, Sec.

209.0058 (a).

Section 6. Ballot

The submission of a ballot by an Owner constitutes an appearance by that Owner at the meeting for the purpose of the issue stated in the ballot.

**ARTICLE XIII
CORPORATE SEAL**

Section 1. Description

The WPOA shall have a seal in circular form having within its circumference the words: WILDWOOD PROPERTY OWNERS ASSOCIATION SEAL.

**ARTICLE XIV
AMENDMENTS**

Section 1. The provisions of these Bylaws may be amended at any time by a majority of the Board of Directors of WPOA with the exception of:

1. any amendment to the Bylaws changing the number, make-up, or terms of the Board of Directors; and
2. any amendment to increase the maximum permissible amount of the various assessments in Article XI.

Section 2. In the case of an amendment to the Bylaws under either 1 or 2 above, the affirmative vote of 51 percent of the Owners of either class present at an annual or special meeting called for such purpose and voting in person upon such amendment shall be required. Quorum for this meeting shall be ten percent (10%) as required by Article XII, Section 4 (Quorum).

**ARTICLE XV
MISCELLANEOUS**

Section 1. Any officer, Director or employee who is a director, officer or employee of, or in any other manner affiliated with, any individual, group, association, partnership, corporation, joint venture or other organization (collectively "Affiliated Entities") which transacts any business with WPOA shall not be disqualified by reason of that affiliation from participating with respect to the authorization, execution, delivery or performance of any contract between WPOA and the Affiliated Entity, provided that such person's affiliation is disclosed in writing to the Board of WPOA before the Board's authorization of any such contract and provided further that the Board of WPOA determines that the contract is on terms which are competitive with services available from similarly qualified persons or firms.

Section 2. The Board of Directors or officers shall enter contracts or other commitments as agents for WPOA without personal liability for any such contract or commitment.

Section 3. No Director of WPOA shall be liable to any person, business entity or other enterprise for any action taken pursuant to the restrictions or bylaws of WPOA, and the acceptance by any part of a deed to any property within Wildwood shall constitute such party's covenant and agreement that

such liabilities shall not exist. WPOA shall further indemnify any Director, officer, agent or employee, or former Director, officer, agent or employee of WPOA, or any person who may have served at its request, as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which such person is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer, agent or employee at the time such costs, or expenses are incurred by or imposed upon such person) except in relation to matters as to which such person shall be adjudged in such action, suit or proceeding, to be liable for gross negligence or willful misconduct in performance or such person's duty. WPOA may also reimburse to any Director, officer or employee, the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the committee of the Directors not involved in the matter in controversy, whether or not a quorum, that it was to the interest of WPOA that such settlement be made and such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, agent or employee may be entitled by law or under any by-law, agreement, vote of members, or otherwise.

Section 4. These Bylaws are set forth to comply with the requirements of the Texas Business Organization Code and Texas Property Code.

Section 5. WPOA is not organized for profit. No member, member of the Board or person from whom WPOA may receive any property or funds shall receive or shall be lawfully entitled to receive pecuniary profit from the operation thereof, and in no event, shall any part of the funds or assets of WPOA be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of WPOA.

Section 6. If any part of these bylaws shall be held invalid or inoperative for any reason, the remaining parts, as far as possible and reasonable, shall be valid and operative, and effect shall be given to the intent manifested in the portion held invalid or in operative.

Section 7. CONTROLLING PROVISION.

In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the event of any conflict between the Declaration and these Bylaws the Declaration shall control; and in the event of a conflict between the Declaration and Articles of Incorporation, the Declaration shall control.

Recorded Tyler County Volume: 1061 Page 157-183
Recorded Hardin County Inst No. 2012-33790

Amended: April, 2013

Recorded Tyler County Volume: 1072 Page 324-325
Recorded Hardin County Inst No. 2013-37568

Amended: May 2017

Recorded Tyler County Volume: 1179 Page 796-797
Recorded Hardin County Inst No. 2017-79557

Amended and Restated: April 2023

Recorded Tyler County Volume: 1329 Page 037-061
Recorded Hardin County Inst. No. 2023-134711

1st Amendment to the Amended and Restated: Nov 2023

Recorded Tyler County Volume: 1347 Page 311-315
Recorded Hardin County Inst. No.: 2023-140139

2nd Amendment to the Amended and Restated: Jan 2024

Recorded Tyler County Volume: 1353 Page 323-325
Recorded Hardin County Inst. No.: 2024-141914

3RD Amendment to the Amended and Restated: May 2024

Recorded Tyler County Volume: 1360 Page 642-645
Recorded Hardin County Inst. No: 2024-144455



ARTICLES OF INCORPORATION

Of WILDWOOD PROPERTY OWNER'S
ASSOCIATION

**ARTICLES OF INCORPORATION
OF
WILDWOOD PROPERTY OWNERS' ASSOCIATION**

We, the undersigned natural persons, at least two (2) of whom are citizens of the State of Texas, and who are of the age of eighteen (18) years or more, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is WILDWOOD PROPERTY OWNERS ASSOCIATION.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes for which the corporation is organized are:

1. The primary purpose is to own the common properties of Wildwood Resort City, a subdivision in Hardin and Tyler Counties, Texas, to preserve and improve such common properties and all assets, present or future, owned by the corporation, to acquire additional assets, from time to time, and efficiently operate the present and future facilities of Wildwood Resort City for the common use and benefit of the members.

2. To exercise all of the rights, powers, and privileges and perform all of the duties and obligations attributable to the owner of the common properties of Wildwood Resort City as are set forth in the Declaration and Restrictive Covenants contained in the instruments of restriction concerning said subdivision duly recorded in Volume 462, Page 437, et seq of the Deed Records of Hardin County, Texas and Volume 215, Page 256, et seq of the Deed Records of Tyler County, Texas, as written and as subsequently amended and modified in whole or in part, by any and all additional instruments recorded in the records of such counties.

3. To amend, modify, alter or repeal, in whole or in part, and all of such instruments of restrictions and the provisions thereof affecting the subdivision of Wildwood Resort City.

4. To levy, affix, collect and enforce payment by permissible means of all charges and assessments pursuant to the terms of the Declaration and Restrictive Covenants now or hereafter in force and effect.

5. To do any and all of the actions permitted to be taken or done by a non-profit corporation pursuant to the provisions of the Texas Non-Profit Act, Article 1396-2.01 and Article 1396-2.02 of Vernon's Annotated Civic Statutes, as written or amended.

6. To have and to exercise any and all powers, rights, and privileges a corporation organized under the Non-Profit Corporation Act of the State of Texas may now or hereafter exercise.

The foregoing purposes shall be construed as both purposes & powers and the enumeration of any one purpose or power shall not be deemed to be to the exclusion of any other purpose or power for which non-profit corporations may be organized or which non-profit corporations may do or perform under the laws of the State of Texas now or hereafter in effect.

ARTICLE FIVE

The street address of the initial registered office of the corporation is 102 Oak Lane, Wildwood, Texas 77663, and the name of its initial registered agent at such address is MARVIN FANNIN.

ARTICLE SIX

The number of directors constituting the initial Board of Directors of the Corporation is eight (8), four (4) of whom are non-resident owners of property in Wildwood Resort City, and the names and addresses of the persons who are to serve as the initial Board of Directors are:

Resident Directors

Marvin Fannin
P. O. Box 186
Village Mills, TX 77663
102 Oak Lane
Wildwood, TX 77663

Sam Brown
P. O. Box 324
Village Mills, TX 77663
201 Hazel
Wildwood, TX 77663

Ed Spears
P. O. Box 759
Village Mills, TX 77663
400 Cypress Bend
Wildwood, TX 77663

Robert Shoup
P. O. Box 13
Village Mills, TX 77663
212 Holley
Wildwood, TX 77663

Non-Resident Directors

Reba Tolbert
2929 Buffalo Speedway, Suite 214
Houston, Texas 77098

Donald E. Sample
906 Goodhue Building
Beaumont, Texas 77001

Thomas R. Lyons
1014 Gears Road
Houston, Texas 77067

R. W. Peterson
1221 East Princeton Lane
Deer Park, Texas 77536

ARTICLE SEVEN

Each and every owner of a lot situated in Wildwood resort City subdivision shall automatically become and must remain a Shareholder of the corporation during such owner's period of ownership of such lot. Such shares shall be appurtenant to each lot and may not be severed from or held separately apart there from.

A Shareholder of the corporation shall be considered to be a member in good standing and eligible to vote the number of shares to which he is entitled provided:

(a) Such Shareholder is one who has been issued a valid membership card which has not been canceled by action of the Board of Directors and whose rights of enjoyment of the common properties and his right to vote is currently not restricted or revoked.

(b) He has not committed or is not then in violation of any of the rules and regulations contained in the Declaration & Restrictive Covenants, Deed Restrictions, or By-Laws of the corporation or any other applicable restrictions or regulations which may have been enacted by the Board of Directors.

(c) He has been a member in good standing, as defined, as of October 31 of the year preceding the year the election is held.

The Board of Directors shall have sole responsibility and authority for determining the good standing status of any Shareholder at any time and shall make such determination with respect to all Shareholders prior to a vote being taken by the Shareholders of the corporation on any matter. Any Shareholder not conforming to the provisions of this Article shall be declared by the Board of Directors to be not a member in good standing and shall be disqualified from voting on any matters before the corporation until such time as such Shareholder again achieves status as a member in good standing and is so declared by the Board of Directors.

ARTICLE EIGHT

The corporation shall have two (2) classes of Shareholders:

1. CLASS A - Class A Shareholders shall be all owners of lots within Wildwood Resort City subdivision who primarily reside (defined as fifty-one (51) percent or more of any calendar year) and/or have their homestead residence in Wildwood Resort City. There shall be one (1) share for each lot owned by a Class A Shareholder. (See Amendment for revision)

2. CLASS B - Class B Shareholders shall be owners of lots in Wildwood Resort City subdivision who do not reside in such subdivision. There shall be one (1) share for each lot owned by Class B. Shareholders. (See Amendment for revision) Shareholders of each class, both Class A and Class B, shall be entitled to one (1) vote for each platted lot owned by them within Wildwood Resort City subdivision. (See Amendment for revision)

ARTICLE NINE

For election of Directors, Class A Shareholders shall be entitled to vote only for the four (4) resident positions of the Board of Directors. Likewise, Class B Shareholders shall be entitled to vote only for the four (4) non-resident positions on the Board of Directors. For purposes of election of Directors, by each class, Shareholders in each class shall be entitled to cumulate their votes for the number of director positions, attributable to such class, being elected.

In voting upon all other matters, the Shareholders shall vote as two (2) separate classes, each Shareholder shall be entitled to one (1) vote for each platted lot owned by such Shareholder. (See Amendment) All other matters requiring vote by Shareholders must be approved by the number or percentage of votes attributable to each class either set forth herein or, if not specified herein, then as specified by the By-Laws of the corporation.

ARTICLE TEN

These Articles of Incorporation of the corporation may be amended only by the affirmative vote of fifty-one (51) percent or more of each class of Shareholders hereof, the provisions of Article 1396-4.02(1) of the Texas Non-Profit Corporation Act notwithstanding.

ARTICLE ELEVEN

The name and street address of each incorporator is:

Marvin Fannin
102 Oak Lane
Wildwood, Texas 77663

Reba Tolbert
2929 Buffalo Speedway
Suite 214
Houston, Texas 77056

Ed Spears
400 Cypress Bend
Village Mills, Texas 77663

Donald E. Sample
906 Goodhue Building
Beaumont, Texas 77701

ARTICLE TWELVE

The corporation is formed pursuant to the provisions of the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq of Vernon's Annotated Civil Statutes) and intends to be governed thereby.

IN WITNESS WHEREOF, we have hereunto set our hands, this 27th day of July, 1985.

(signed) Marvin Fannin (signed) Ed Spears

(signed) Reba Tolbert (signed) Donald E. Sample

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF WILDWOOD PROPERTY OWNERS' ASSOCIATION CHARTER NO. 765579

Pursuant to the provisions of the Texas Non-Profit Corporation Act, Wildwood Property Owners Association, a Texas Non-Profit Corporation which is subject to the provisions of the Texas Non-Profit Corporation Act, adopts the hereinafter stated Articles of Amendment to its Articles of Incorporation which, inter alia provides for Shareholders in good standing shall be entitled to one vote, irrespective of how many lots the Shareholder in good standing owns.

ARTICLE I NAME

The name of the corporation is WILDWOOD PROPERTY OWNERS' ASSOCIATION.

ARTICLE II SPECIFICATIONS OF AMENDMENTS

The following amendments to the Articles of Incorporation were adopted by Wildwood Property Owners Association on February 14, 1987.

Article Seven of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE SEVEN

Each and every owner of a lot situated in Wildwood Resort City subdivision shall automatically become and must remain a Shareholder of the corporation during such owner's period of ownership of such lot. Such shares shall be appurtenant to each lot and may not be severed from or held separately apart there from. A Shareholder of the corporation shall be considered to be a member in good standing and eligible to vote provided:

(a) Such Shareholder is one who has been issued a valid membership card which has not been canceled by action of the Board of Directors and whose rights of enjoyment of the common properties and his right to vote is currently not restricted or revoked.

(b) He has not committed or is not then in violation of any of the rules and regulations contained in the Declaration and Restrictive Covenants, Deed Restrictions, or By-Laws of the corporation or any other applicable restrictions or regulations which may have been enacted by the Board of Directors.

(c) He has been a member in good standing, as defined, for at least three (3) successive calendar months prior to the election in which his vote is to be cast.

The Board of Directors shall have sole responsibility and authority for determining the good standing status of any Shareholder at any time and shall make such determination with respect to all Shareholders prior to a vote being taken by the Shareholders of the corporation on any matter. Any Shareholder not conforming to the provision of this Article shall be declared by the Board of Directors to be not a member in good standing and shall be disqualified from voting on any matters before the corporation until such time as such Shareholder again achieves status as a member in good standing and is so declared by the Board of Directors.

Article Eight of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE EIGHT

The corporation shall have two (2) classes of Shareholders:

1. CLASS A - Class A Shareholders shall be all owners of lots within Wildwood Resort City subdivision, who primarily reside (defined as fifty-one (51) percent or more of any calendar year). (See amendment for revisions)

2. CLASS B - Class B Shareholders shall be owners of lots in Wildwood Resort City subdivision who do not reside in such subdivision. (See amendment for revisions)

Shareholders of each class, both Class A and Class B, shall be entitled to one (1) vote regardless of number of lots owned.

Article Nine of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE NINE

For election of Directors, Class A Shareholders shall be entitled to vote only for the four (4) resident positions of the Board of Directors. Likewise, Class B Shareholders shall be entitled to vote only for the four (4) non-resident positions on the Board of Directors. For purposes of election of Directors, by each class, Shareholders in each class shall be entitled to cumulate their votes for the number of director positions, attributable to such class, being elected. (See amendment for revisions)

In voting upon all other matters, the Shareholders shall vote as two (2) separate classes, each Shareholder shall be entitled to one (1) vote regardless of number of lots owned. All other matters requiring vote by Shareholders must be approved by the number of percentage of votes attributable to each class either set forth herein or, if not specified herein, then as specified by the By-Laws of the corporation.

ARTICLE III HOW ADOPTED

The amendments were adopted by consent in writing by ballot by a majority of members of both classes voting thereon, and entitled to vote thereon, on February 14, 1987. The provisions of Article 1936-4.02 of the Texas Non-Profit Corporation Act notwithstanding.

DATED May 12, 1987.

WILDWOOD PROPERTY OWNERS' ASSOCIATION

(signed) Jack B. Parker, Pres.

(signed) Loretta Barrett,
Secretary of the Board of Directors

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF WILDWOOD PROPERTY OWNERS' ASSOCIATION

Article Ten of the Articles of Incorporation amended to read as follows:

ARTICLE TEN

These Articles of Incorporation of the corporation may be amended only by the affirmative vote of fifty-one (51%) percent or more of the shares of members in good standing regardless of whether such shareholder is a resident member or a non-resident member, the provisions of Article 1396-4.02(1) of the Texas Non-Profit Corporation Act notwithstanding.

HOW ADOPTED

The amendment was adopted by consent in writing by ballot by a majority of members of both classes voting thereon, and entitled to vote thereon, on February 9, 2002. The

provisions of Article 1936-4.02 of the Texas Non-Profit Corporation Act notwithstanding.

**AMENDMENTS TO THE AMENDMENTS
OF THE
WPOA ARTICLES IN INCORPORATION**

Article Eight of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE EIGHT

The corporation shall have two (2) classes of shareholders: 1) Class A (Homeowners) – Class A Shareholders shall be all owners of lots with homes within the Wildwood Resort City subdivision. 2) Class B (Non-homeowners) – Class B Shareholders shall be all owners of lots without homes within the Wildwood Resort City subdivision.

Shareholders of each class, both Class A and Class B, shall be entitled to one (1) vote regardless of the number of lots owned.

Article Nine of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE NINE

For election of Directors, only Homeowners shall be entitled to vote for the three (3) homeowner positions on the Board of Directors. Likewise, only non-homeowners shall be entitled to vote for the three (3) non-homeowner positions on the Board of Directors, both Class A (homeowners) and Class B (non-homeowners) shall be entitled to vote for the three (3) at large positions on the Board of Directors.

In voting upon all other matters, the Shareholders shall vote as two (2) separate classes. Each Shareholder shall be entitled to one (1) vote regardless of the number of lots owned. All other matters requiring vote by Shareholders must be approved by the number or percentage of votes attributable to each class either set forth herein or, if not specified herein, then as specified by the By-Laws of the corporation.

HOW ADOPTED

The amendments were adopted by consent in writing by ballot by a majority of members of both classes voting thereon, and entitled to vote thereon, on February 8, 2003. The provisions of Article 1936-4.02 of the Texas Non-Profit Corporation Act notwithstanding.

WILDWOOD RESORT CITY

RESTRICTIONS

Including LAKES ESTATES GARDEN HOMES
PHASE I AND PHASE II

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WILDWOOD RESORT CITY RESTRICTIONS

Abstracted from the duly recorded Dedication and Restrictions, recorded in Volume 462, Pages 437 et seq of the Deed Records of Hardin and Tyler Counties, Texas. All amendments are integrated herein:

Blocks 1 through 41, inclusive; Blocks 100 through 114, inclusive; Blocks 120 through 122, inclusive; Block 305; Block 306 and 307; Block 310; Block 312 through 316, inclusive; Blocks 616 thru 650; Blocks 401 through 430, inclusive; Blocks 501 through 535, inclusive; Block "B"; Lots 1 through 30, inclusive in Block "C"; Lots 1 through 9, inclusive in Block "D"; Blocks "E", "F", "G", "H", "I", "J", "L", "M", "N"; Lots 23 through 61, inclusive, Block "O"; all of Blocks "P", "Q", "R", "S", "T", "W", "X", "Y", and "Z"; Blocks 1 and 2, Commercial Area #1.

ASSOCIATE MEMBERS: Residents renting or leasing property in Wildwood, but who do not own property in Wildwood, are "Associate Members" and may participate in the privileges if the owner from whom they rent or lease provides, in writing to WPOA, a release of said privileges to them. This does not give voting privileges to Associate Members.

RESERVE AREAS: The restrictions and covenants contained in the instruments of dedication on said subdivision relate to and affect the numbered lots and/or tracts designated on said subdivision maps, and shall not affect any areas designated thereon as "Reserved".

TEMPORARY USE OF LOT BY DEVELOPER AS OFFICE: Developer (WPOA) reserves to itself and its designated agent or agents the right to use any lot and/or tract or lots and/or tracts for a temporary office location and the right to place a sign or signs on any lot and/or tract.

MAINTENANCE CHARGE: There is hereby imposed upon each such residential lot and/or tract in this Subdivision and each such residential lot and/or tract is hereby subjected to a monthly maintenance charge and a water fee based on usage, except that this water fee shall not apply to lots and/or tracts which are not connected with the Wildwood Resort City water system, and a sewer charge, except that this sewer charge shall not apply to lots and/or tracts which are not connected with the Wildwood Resort City sewer lines, for the purpose of creating a fund to be known as Wildwood Resort City Maintenance Fund, and except as hereinafter stated, such maintenance charge shall be paid by each owner to WPOA, as the custodian and/or administrator, on the 10th day of each month, except, however, that the foregoing charge shall not apply to WPOA as owner of or holder of title to any such lots and/or tracts, and such maintenance charge shall apply and begin to accrue against such lots and/or tracts only as and when the same are sold or leased by WPOA. It is further provided that WPOA shall have the exclusive right without the joinder of lot and/or tract owners at any time to adjust, alter, or waive said maintenance charge from year to year as in its officers' judgment the maintenance needs of the various sections of Wildwood Resort City may require; moreover, WPOA shall have the right at any time to discontinue and abandon such maintenance charge,

without incurring liability to any person whomsoever, by filing a written instrument in the office of the County Clerk of Tyler County, Texas, and in the office of the County Clerk of Hardin County, Texas, declaring such discontinuance and abandonment.

WPOA 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. WPOA shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such maintenance charge or any part thereof from any person or persons.

All funds collected from said maintenance charge from the lots and/or tracts in Wildwood Resort City, as above described or as described in other maps or plats of Blocks in the Wildwood Resort City previously filed and dedicated and of record in Hardin and Tyler Counties, Texas, or as may be added to or extended hereafter by WPOA, may be pooled, merged and combined into a single maintenance fund, to be expended by WPOA for the general common good and benefit of all of Wildwood Resort City as heretofore developed and as may be developed hereafter paying into such fund, without regard to the amount collected from such portion. WPOA may use such funds or any part thereof, as far as the same will go, toward safety and/or health projects, for developing, improving, and maintaining any and all recreational or other areas which the owners of lots and/or tracts in any portion of Wildwood Resort City may be privileged or shall have the right to use, regardless of who may own or the location of any such recreational or other areas, for improving and maintaining the streets, roads, lanes and drives in any portion of Wildwood Resort City, lake areas, ponds, and/or other recreational facilities, for providing various services such as water and sewer and drainage to the owners of lots and/or tracts in all of Wildwood Resort City, and in general for any and all purposes which WPOA may consider to be of general benefit or useful to the owners of the lots and/or tracts in all of Wildwood Resort City, as now or may be hereafter developed, it being agreed and understood that the judgment of WPOA, or its successors or assigns as custodians and administrators 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 at interest.

Use of the Maintenance Fund in ways related to and benefiting recreational facilities owned by WPOA will not prevent it from charging lot and/or tract owners for use of such facilities.

This paragraph does not apply to Blocks 1 and 2, Commercial Area #1.

ASSESSMENTS: Subject to the implementation by the Wildwood Property Owners Association, comprised of both homeowner and non-homeowner lot and/or tract owners in Wildwood Resort City, through a duly elected Board of Directors, of an actual, specific monthly amount for each category stated below, there is hereby imposed on each lot and/or tract in the Wildwood Resort City subdivision, and each such lot and/or tract is hereby subjected to the following maximum permissible assessments (conditioned as hereinafter stated).

1. In determining the amount to be levied for lot and/or tract assessments, the Board of Directors, acting in its sole discretion and judgment in order to more

equitably apportion the financial responsibilities associated with maintaining and improving the amenities within the subdivision, may at any time assess a general maintenance and/or capital improvement assessment upon the lots and/or tracts of homeowner property owners and the lot and/or tracts of non-homeowner property owners within their respective class assessment schedule.

2. Unless and until amended in accordance with the provisions of Article XI, Section 3 of the By-Laws, the total fee in each of the respective categories of assessments shall not exceed the maximum permissible assessments set forth below, and as are also set forth in the maximum assessment provisions of Article XI, Section 2b of the By- Laws.

3. Maximum Permissible Assessment

Class A (Homeowner Assessment Schedule)

<u>Category</u>	<u>Maximum Assessment</u>
General Maintenance Assessment	\$155/month
Capital Improvement Assessment	\$30/month

The Board of Directors have sole discretion to increase the Maximum General Assessment for Class A (Homeowners) a MAXIMUM of 2.5% per year to allow the Board of Directors to accumulate and/or assess the increase (from 0% to 2.5% per year) STARTING Jan. 1st, 2027.

Class B (Non-Homeowner Assessment Schedule)

<u>Category</u>	<u>Maximum Assessment</u>
General Maintenance Assessment	\$30/month
Capital Improvement Assessment	\$10/month
Water Usage Assessment	Based on consumption
Sewer Usage Assessment	Based on consumption
Garbage Pickup Assessment	Based on contractor price to WPOA

B. CONDITIONS:

1. The General Maintenance Assessment shall be applicable to each lot and/or tract in the subdivision, except that for the owner of two adjoining lots, only one such

charge shall be levied. Should a lot owner own more than two (2) lots (whether adjoining or not), then for each additional lot in excess of two (2), a General Maintenance Assessment equal to one-half (1/2) of the amount of the regular monthly assessment shall apply to each such additional lot. Should a lot owner own one-half (1/2) lot, a General Maintenance Assessment equal to one-fourth (1/4) of the amount of the regular monthly assessment shall apply to each such additional lot.

2. The Capital Assessment shall apply in the same manner as the General Maintenance Assessment stated above.

3. The Water Usage Assessment shall apply to all lots and/or tracts and contiguous lots and/or tracts, which are owned by the same owner and which are connected with and serviced by the water system within the subdivision.

4. The Sewer Usage Assessment shall apply to all lots and/or tracts and contiguous lots and/or tracts, which are owned by the same owner and which are connected with and serviced by the wastewater disposal line and system within the subdivision.

5. The Garbage Pick-up Assessment shall apply to all lots and/or tracts or contiguous lots and/or tracts, which are owned by the same owner and which actually utilize the trash pick-up and removal service provided within the subdivision.

PURPOSE: The purpose of the assessments is to create a fund to be known as the Wildwood Property Owners Association Fund (WPOA Fund) and, except as hereinafter stated, such assessments shall be paid by each lot and/or tract owner to Wildwood Property Owners Association (WPOA), as the custodian and/or administrator of such Fund, or to its successor, in advance, on the tenth (10th) day of each month. WPOA, through its Board of Directors, shall have the right at all times to use its own judgment and discretion as to the exemption of any lot and/or tract or lots and/or tracts from said assessments, and the exercise of such judgment and discretion, when made in good faith, shall be binding and conclusive on all persons in interest. It is further provided that WPOA, through its Board of Directors, shall have the exclusive right, subject to the maximum permissible assessments and further subject to the provisions of the By-Laws of WPOA, without the joinder of lot and/or tract or property owners at any time, to adjust, alter, or waive said assessments from year to year, as in the judgment of its Board of Directors the maintenance needs of the various sections of the subdivision may require. Moreover, WPOA, through its Board of Directors, shall have the right, at any time, to discontinue and abandon such assessments without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Tyler County, Texas, and in the office of the County Clerk of Hardin County, Texas, declaring such discontinuance and abandonment.

ADMINISTRATION: WPOA, through its Board of Directors shall act as the custodian and administrator of the WPOA Fund, and it shall have the right to collect, hold and expend any and all monies paid or to be paid into said Fund to carry out the provisions hereof. WPOA shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such assessments or any part thereof from any person or persons.

All funds collected from said assessments may be expended hereafter by WPOA for the general common good and benefit of all of the property of the subdivision heretofore

developed and as may be hereafter developed from payments into such Fund, without regard to the amount collected from any particular portion of the subdivision. WPOA may use such funds or any part thereof, as far as the same will go, towards safety and/or health projects, for developing, improving and maintaining any and all recreational or other common areas which the non-homeowners in any portion of the subdivision may be privileged or shall have the right to use, for improving and maintaining the streets, roads, lanes and drives in any portion of the subdivision, its lake areas, ponds, and/or other recreational facilities, for providing various services such as water and sewer and drainage to the non-homeowners in the subdivision, and in general, for any and all purposes which WPOA may consider to be for the general benefit and common good of the subdivision as now existing or as may be hereafter developed, it being agreed and understood that the judgment of WPOA, through its Board of Directors, or its successors and assigns as custodians and administrators of the WPOA Operating 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. WPOA shall not be entitled to any compensation for acting as custodian and administrator of the Operating Fund.

The expenditure of the assessments in ways related and benefiting recreational facilities owned by WPOA shall not prohibit WPOA from charging for the use of any such facilities by any person, whether a lot and/or tract owner or not, or the guest, tenant or invitee of a lot and/or tract owner.

SECURITY FOR PAYMENT: The Vendor's lien imposed by previously recorded Dedications and Restrictions securing payment of such assessments is hereby expressly preserved and continued in force and effect. In addition, payment of the assessments hereby imposed shall be further secured by a lien with power of sale, which is hereby placed and imposed upon each and every lot and/or tract in this subdivision subject to such charges. The Chairman of the Board of Directors of WPOA in office and acting at the time is hereby designated as Trustee for WPOA for the purposes of such power of sale.

The payment of the maintenance charge hereby imposed shall be secured by a vendor's lien, which is hereby placed and imposed upon each and every lot and/or tract in this Subdivision, which is subject to such charge.

The above maintenance charge provisions shall be in effect for the duration of the restrictions, covenants and conditions imposed by this instrument and such duration shall be governed by the provisions contained in paragraph 21 hereof. The liens imposed by this paragraph shall not apply to Blocks One (1) and Two (2), Commercial Area Number One; nor shall they apply to any areas designated on the maps or plats of the subdivision as "reserved".

DURATION: The above assessment provisions shall be in effect for the duration of the restrictions, covenants, and conditions imposed by this instrument and the previously recorded instruments of Dedications and Restrictions, or until subsequently amended, altered, superseded, waived or abandoned by Developer or its successors or assigns.

ENFORCEMENT: In general, WPOA, or any person or persons owning any real property situated in the subdivision, shall have the right, and it shall be lawful for them, to prosecute any proceedings at law or in equity against any person or persons violating or attempting

to violate any of the restrictions, covenants, and conditions imposed by this instrument in order to prevent such person or persons from doing so, or to recover damages or other dues for such violation or attempted violation.

ASSESSMENT LIENS:

1. Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the legal rate of interest.
2. A Notice of Default in payment of assessment shall thereupon be mailed by certified mail, return receipt requested, to the owner in default of assessment payment, and shall state the total amount due, including interest.
3. The Notice of Default shall be sent to such owner at the address on file with WPOA.
4. The Notice of Default shall demand payment in full of the total amount due, including interests, within sixty (60) days after the receipt of said Notice of Default or provision for future payments must be agreed to, in writing, by the Facilities Manager.
5. In the event of non-payment of the total amount due, including interest, after the expiration of sixty (60) days from receipt of the Notice of Default, WPOA, through its designated Trustee, may foreclose the assessment lien against such property by non-judicial sale in compliance with section 51.002 of the Texas Property Code, or under the vendor's lien, according to law.
6. Any non-judicial sale shall be a public sale at auction held between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday of a month. The sale shall take place in the County in which the land is located, or if the property is located in more than one County, the sale may be made at any County in which the property is located.
7. Notice of such sale shall be given at least twenty-one (21) days before the date of sale:
 - a. By posting at the Courthouse door of each County in which the property is located a written notice designating the date of such sale and a description of the property to be sold; and
 - b. By WPOA serving written notice of such sale by certified mail on each debtor who, according to the records of WPOA, is obligated to pay the debt represented by the total amount of defaulted assessment sums, including interest.
 - c. Service of a Notice of Trustee's Sale by certified mail shall be considered complete when deposited in the United States Mail, postage prepaid, and addressed to the debtor at the debtor's last known address as shown by the records of WPOA. The Affidavit of a person knowledgeable of the facts to the effect that service of Notice of Trustee's Sale was completed shall be prima facie evidence of the service thereof.

DURATION: All of the restrictions and covenants herein set forth assigns, and upon the purchasers of said lots and/or tracts, for a period of thirty-five (35) years from the date this instrument is filed for record in the Office of the County Clerk of Tyler County,

Texas, or in the Office of the County Clerk of Hardin County, Texas, whichever is the earlier date, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title, to seventy-five percent (75) of the lots and/or tracts as shown by the records of Hardin and Tyler Counties, Texas, may release all of the lots and/or tracts hereby restricted from any one or more of said restrictions and covenants and may release any lot and/or tracts shown on said plat from any restriction or covenant at the end of the first thirty-five (35) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. These Restrictions may be amended by W.P.O.A. without the joinder of owners of lots and/or tracts previously sold by Developer.

SUBSEQUENT PURCHASERS: The terms and provisions hereof shall be binding upon WPOA, its successors and assigns, and all persons claiming by, through or under it, and all subsequent purchasers or owners of property in said Subdivision, each of whom shall be obligated and bound to observe the same; provided, however, that no such persons shall be liable, except in respect to breaches committed during his or their ownership of said property. All restrictions previously imposed by WPOA and/or grandfather provisions are not carried forward to the subsequent purchaser.

WAIVER: The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other restrictions, covenant, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

OWNER'S OBLIGATION WITH RESPECT TO REPAIR AND MAINTENANCE

Each homeowner shall, at the homeowner's sole cost and expense, perform such repairs and maintenance as shall be required to keep the dwelling place and any other structure on the property in a condition comparable to the condition of such residence at the time of its initial construction, excepting only ordinary wear and tear. Additionally, each homeowner shall maintain the yard area, driveways and outbuildings in a like manner.

In the event a homeowner shall fail or refuse such repairs or maintenance and such failure or refusal shall continue for forty-five (45) days from delivery of written notice from Developer (WPOA) specifying the repairs or maintenance required to be made, the Board of Directors of Developer may cause such repairs and maintenance to be performed, and shall assess the costs of performing such repairs or maintenance against the lot and/or tract or lots and/or tracts on which the structures are located. Such assessment shall be due and payable to Wildwood Property Owners Association 30 days after delivery to the owner of a written, itemized statement of such repairs or maintenance and the cost thereof. The notices called for herein shall be in writing and mailed United States Mail, certified mail, return receipt requested, to the owner at the last known address of the owner as contained in the records of Developer. Delivery shall be conclusively presumed to have been received within three (3) days after said notice is placed with the U. S. Postal Service for delivery. Notice to one owner shall be deemed sufficient notice to all owners.

The payment of this assessment shall be secured by the vendor's lien created and reserved by previously recorded Dedications and Restrictions and said lien is hereby expressly preserved and continued in force and effect. In addition, payment of such assessment shall be further secured by a lien with power of sale, which is hereby placed and imposed upon each and every lot or tract in this subdivision subject to such charges. The Chairman of the Board of Directors of Wildwood Property Owners Association in office and acting at the time, or such other person designated by duly recorded resolution of the Board of Directors, is hereby designated as Trustee for Developer for the purposes of such power of sale.

The above assessment provisions shall be in effect the duration of the restrictions, covenants, and conditions imposed by this instrument and the previously recorded instruments of Dedications and Restrictions or until subsequently amended, altered, superseded, waived or abandoned by Developer or its successors or assigns.

OWNER'S OBLIGATION TO REBUILD: If all or any portion of a dwelling place or other building on the property is damaged or destroyed by fire or other casualty, it shall be the duty of the homeowner thereof with all due diligence, to rebuild, repair or reconstruct such dwelling place or other building in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be commenced within three (3) months after damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by war, act of God or other causes beyond the control of the homeowner or homeowners. If the homeowner declines to rebuild such dwelling place or other structure so damaged or destroyed, the homeowner shall remove debris and material from the lot and/or tract down to the foundation within six (6) months after the damage occurs.

RUBBISH: No lot and/or tract or portion thereof shall be used or maintained as a dumping ground for rubbish and all trash, garbage or other waste shall not be kept except in covered sanitary containers.

STORAGE OF MATERIALS: No building material of any kind or character shall be placed or stored upon any of such lots and/or tracts until the owner thereof is ready to commence construction of improvements and then such material shall be placed within owner's property lines.

UNSIGHTLY STORAGE: No unsightly storage that is visible from the street shall be permitted on any lot and/or tract.

ANIMALS: No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises. Horses may be stables in areas as may be designated by the Architectural Control Committee.

OFFENSIVE ACTIVITY: No obnoxious or offensive activity shall be carried on nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the neighborhood.

SIGNS: No signs of any kind shall be displayed on any residential lot and/or tract with the exception of moderately sized "for sale" signs. Any other exception would need prior

approval from WPOA Management.

ARCHITECTURAL CONTROL COMMITTEE

The purpose of the Architectural Control Committee is to maintain general harmony of construction in Wildwood Resort City, assure conformity with the natural surroundings, and to implement provisions of the applicable deed restrictions.

The guidelines, which follow, are for the protection and wellbeing of all Wildwood property owners. For the protection and assurance of quality and safe building, WPOA has adopted the Southern Standard Building Code, Southern Standard Plumbing Code, and National Electrical Code. In addition to the National Electrical Code, WPOA requires an outside disconnect on all new construction. All new construction will be required to meet the above codes with no exception. Interior remodeling plans do not have to be submitted to the committee for approval.

No building or other structure shall be erected, placed or altered on any lot and/or tract until the complete construction plans, specifications and a plot plan, in duplicate, showing the location of the structures, have been submitted and approved in writing by the Architectural Control Committee. No construction shall begin until a building permit has been obtained from WPOA and posted. All construction, whether new, alteration, or replacement must meet the building requirements and restrictions in place at the time of the proposed work.

Any outside construction that adds value to the property, i.e., decks, fences, garages, carports, driveways and outbuildings, will require approval from the Architectural Control Committee. After approval by ACC, the owner is required to contact the Administration Office for any permits that may be required.

The Architectural Control Committee must submit variances from recorded restrictions, along with their recommendations, to the Board of Directors of Wildwood Property Owners Association. Neighbors within 500 feet of the variance issue may give their agreement/disagreement to the variance in writing to the Architectural Control Committee prior to the committee submitting the variance to the WPOA Board of Directors for approval/disapproval.” The Board of Directors of WPOA will make final approval or disapproval of variances.

The ACC requires the following documentation for the approval process:

1. Two sets of drawings with architectural quality for new home construction and major improvements; one will be returned to the building/homeowner; one is retained for WPOA files.
2. Plot plan – showing the location of the construction site with the measurement to all property lines and all related items such as decks, patios, walks, fences, outbuildings and drives.

Any other pertinent items in conjunction with the construction should be shown.

3. Floor plan – complete floor plans specifying all exterior dimensions and including decks, porches, etc.
4. Elevations – at least two elevations depicting the building and related items in relationship to the grade and roof lines.
5. Electric distribution box – outside electric power cut-off should be identified on the drawing.
6. Specification's form – in duplicate. One will be returned to builder/homeowner; one will be retained in WPOA files.

The Architectural Control Committee will review plans at regular twice-monthly meetings. The property owner, or their representative, must be present at the meeting when construction plans are reviewed and approved or disapproved.

SPECIFIC PROPERTY USES/RESTRICTIONS

RESIDENTIAL PURPOSES: None of said lots and/or tracts or improvements erected thereon shall be for anything other than private residential purposes, except in Blocks 1 and 2 of Commercial Area #1.

SINGLE FAMILY RESIDENCES: No structure other than one residence, designed and constructed for use by a single family, together with garages and outbuildings as maybe suitable and/or proper for the use and occupancy of said residence as a single family dwelling shall be constructed or permitted on any lot or building plot, nor shall any residence constructed be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as a hotel, tourist cottage, or as places of abode for transient persons, nor shall any structure, house, or building erected thereon be used as a dwelling pending the completion of the main dwelling house to be constructed thereon, except in Blocks 1 and 2 of Commercial Area #1.

The Architectural Control Committee will not approve any structure where any part thereof is built on more than one (1) lot without an agreement in writing from the owner that will be binding on the owner, his successors and assigns, that the owner will not sell separately such lots and will only sell or convey such lots as a single transaction

OLD HOUSES: No old or existing house or pre-built house or pre-fabricated house, manufactured home, or other structure will be moved or placed or maintained on any lot in the Subdivision.

TYPE OF CONSTRUCTION: All new residential construction shall be on a concrete slab foundation or a structurally sound foundation of another type according to the Southern Standard Building Code.

MINIMUM BUILDING REQUIREMENTS: No dwelling shall be erected or permitted, nor shall the plans be approved therefore, which has a floor area, exclusive of garages and other appendages, of less than the following minimums:

Living area (square foot minimum): 1,000 sq. ft. for cottages on blocks 197, 198, 199, 201 and 202 only; 1,300 sq. ft. for Garden Homes in designated areas and 1,500 sq. ft. for all other residences.

BUILDINGS SET BACK: No building shall be located nearer than five (5) feet to either inside property line, nor on property designated on said maps as an easement, nor nearer to the front property line than the minimum set back line shown on said maps, or twenty-five (25) feet, whichever is further back from the street. On Blocks 100, 102 and 103, no building shall be erected, placed or permitted thereon nearer to the front property line thereof than fifty (50) feet. Blocks 201 and 202 have a minimum front set back line of twenty (20) feet.

The minimum set back of all buildings from other lines shall be as shown on said maps or plats except as follows:

Lots 1 through 40, Block "B" have a minimum set back line on the rear of twenty feet (20').

Lots 36 through 40, Lots 57, 67 and 86 through 93, Block "T" have a minimum set back line in the rear of thirty feet (30').

Lots 1 through 35, Lots 41 through 56, Lots 63 through 66, Lots 68 through 70, and Lots 82 through 85, Block "T" and lots abutting on the golf course of Blocks "I", "J", "K" and Blocks 501 through 535 have a minimum set back line on the rear of forty feet (40').

Block 41; Lots 1 through 30, Block "C"; Lots 1 through 9, Block "D"; Blocks "M", "N", "P", Lots 23 to 28, inclusive, Block "O"; Blocks "R", "S", "W", "X", "Y", and "Z" have a minimum set back line on the rear of fifty feet (50').

No buildings shall be located nearer to such rear property line than as above stated.

FENCES: No fences shall be erected, placed, altered or permitted on any lot or tract nearer to the street than the minimum front building set back line shown on said maps, and all fences shall be of a material and height approved by the Architectural Control Committee.

All fences erected on property abutting the golf course shall be of an open profile construction with a maximum of 4-foot height.

SWIMMING POOLS: Plans for swimming pools shall be submitted to the Architectural Control Committee.

OUTBUILDINGS: All outbuildings, structures not attached to the main structure, shall be placed on and bolted to a concrete slab. All outbuildings or additions to present homes are to be architecturally compatible with said residence and materials and specifications must conform to the Southern Standard Building Code. The Architectural Control Committee, in its sole discretion, determines what is architecturally compatible. The maximum size of outbuildings shall be determined by the Architectural Control

Committee at the time plans are approved. On existing property refer to paragraph “Variances”.

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

DRIVEWAYS: A suitable driveway access is required on all residences. The driveway shall be constructed as shown on an approved plan with specifications. On existing properties refer to paragraph “Variances”.

CARPORTS/GARAGES: Carports and/or garages are required and must be shown on new plans and built according to approved plans and specifications. On existing properties, if a garage/carport is altered for any use other than as a garage/carport, plans for a replacement garage/carport on the existing property must also be submitted to be in compliance.

PAINTING: All new buildings of frame construction shall have a stained or painted exterior.

VARIANCES: Any variances from the Rules and Regulations on existing structures, not approved in writing by the Architectural Control Committee and the WPOA Board of Directors, will be considered non-conforming. Non-conforming shall mean any building or structure that does not comply with the rules, regulations and restrictions of Wildwood Resort City as set forth in the recorded rules and regulations. 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 rules and restrictions of Wildwood Resort City.

Neighbors within 500 feet of the variance issue may give their agreement/disagreement to the variance in writing to the Architectural Control Committee prior to the committee submitting the variance to the WPOA Board of Directors for approval/disapproval.

The Architectural Control Committee, in conjunction with the Facilities Manager and the WPOA building inspector, will determine if resale property has any non-conforming conditions on the property. Prior to the sale, the Facilities Manager will notify all agents involved in the sale of the property of any non-conforming condition. All sales documents shall specify any non-conforming aspects of the property.

PRECEDENTS: The ACC shall make every reasonable attempt to be fair and equitable. However, the ACC shall not necessarily be bound by past decisions of the prior developer. 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 Wildwood Resort City, even if a precedent was set by a decision of the developer. 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 Wildwood Resort City. The Board reserves the right to recognize such a situation, make appropriate documentation in the minutes of a meeting and no longer

permit its use as a precedent. The same right applies if the ACC makes an inadvertent error in allowing a change or addition.

The address of this committee is P. O. Box 903, Village Mills, Texas 77663, and shall so remain unless and until changed by the instrument recorded in the office of the county Clerk of Hardin County, Texas or in the office of the County Clerk of Tyler County, Texas.

GENERAL GUIDELINES

TEMPORARY STRUCTURES: No tent, lean-to, building, or other temporary structures shall be constructed or permitted on any lot and/or tract. Tool sheds will be allowed during construction only. A portable restroom facility and dumpster shall be required on all construction sites.

LOT SIZE: No lot shall be divided into, nor shall any residence or dwelling be erected or placed on any subdivided lot or building plot having less than 5,000 square feet of area, except for Lot 1, Block 197, where the minimum is 4,900 square feet.

LOT CLEARING: Property owners who use the dump for lot clearing must pay a dump fee for each lot cleared. No lots are to be cleared with the exception of home sites or lots adjacent to homes: Wildwood Property Owner's Association reserves the right to commercially sell timber on its own properties for the purpose of timber management.

EXCAVATION: No pits, holes or other excavations shall be dug on any lot and/or tract in said Subdivision except in connection with the actual construction of the building foundation, and septic system.

SEWERAGE REQUIREMENTS: All lavatories, toilets and bath facilities shall be installed indoors and shall be connected to the sewer system where existing, and otherwise, shall be connected to an approved aerobic wastewater treatment plant of a type that has received the approval of the Texas Commission on Environmental Quality and in all events such aerobic wastewater treatment plant shall be constructed as to comply with the rules, regulations and specifications of state 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. No outside or surface toilets shall be permitted under any circumstances. No tanks or wastewater treatment plants or drain lines shall be constructed or permitted within fifty feet (50') of Lake Kimble. Septic tanks are required prior to delivery into WPOA sewer system. Permits are required from the Texas Commission on Environmental Quality before house location is determined.

If a residential sewer connected to Wildwood Property Owners Association's sewer system is creating an adverse effect upon Wildwood Property Owners Association's sewer or sewer lines, a request will be made to the property owner to correct the problem. If the property owner fails to comply with the request, the Association shall have the right to assess a fine for violation as defined in Article I, Section 8, Rules and Regulations of Wildwood Resort City.

CLOTHESLINES: Clotheslines are not permitted in the yard of any property in Wildwood.

LPG TANKS: LPG tanks are not allowed for utility purposes for residences.

WATER WELLS: Wells are allowed with approval of WPOA and a permit.

BUILDING INSPECTION GUIDELINES & RESTRICTIONS: All new residential construction will require a minimum of 5 inspections. Additions, including garages, boat houses, or any other outbuilding, will require inspections at the discretion of the Architectural Control Committee.

GENERAL GUIDELINES - COMMERCIAL BUILDING permits must be reviewed and approved by the Facilities Manager and Board of Directors.

STREETS & UTILITIES

STREETS: All roads are public for the purpose of Texas traffic codes. All streets are and shall be and remain private roads for the use by Wildwood Property Owners Association and as a means of ingress and egress to and from property in said Subdivision, and under such rules and regulations as may be officially published from time to time by WPOA's Board of Directors and restrictions as may be changed resulting from annual elections voted in by property owners on streets/easements. Parking of vehicles, boats, trailers or RV's is prohibited.

UTILITY EASEMENTS: Easements are dedicated as shown on maps, including the right to use the roads, and/or streets for utility installation and maintenance and 2-1/2' wide easement along and adjacent to each lot or tract sidelines. There is imposed on all lots in Blocks 100, 102, 103, 201 and 202 a 7-1/2' wide utility easement adjacent to all streets. Imposed on the rear of each lot in Blocks 102, 103, 201 and 202, there is a 7-1/2' wide utility easement. The said utility easements imposed on these blocks include the right to trim or remove all trees and shrubs on or overhanging.

LAKES

USE OF LAKE KIMBLE: Homeowners and non-homeowners in good standing and their children and guests have the use of Lake Kimble and other lakes and ponds in Wildwood Resort City for boating, fishing, swimming and skiing under such rules and regulations as may be voted by the Board of Directors from time to time, and W.P.O.A. shall also have the right to designate other facilities, grant the use thereof and publish rules and regulations for such use and such use granted will be at the will of W.P.O.A.

1. All new bulkheads may not extend beyond the visual property line at normal lake level or survey corners.
2. Pumping mud or water from behind bulkhead toward the lake in order to extend property is prohibited.
3. Pumping of water from the lake is prohibited.

4. Construction of boathouses and piers must have prior approval from both the Lakes Committee and the Architectural Control Committee.
5. Size and location of boathouses will be taken into consideration so as not to block view of the lake.
6. Piers or boathouses may not block or impede channels, coves or sloughs for boat traffic.
7. Construction of boathouses, piers or wet storage of boats around the Garden Homes is prohibited. Personal or property damage could occur and lead to litigation.
8. It is prohibited to dump dirt and leaves into the lake.

Amended: October, 1985	February, 2002
March, 1986	February, 2003
May, 1987	June, 2007
February, 1989	January, 2008
December, 1989	June, 2011
March, 1989	
April, 1990	
September, 1991	
May, 1994	
June, 1994	
February, 1999	
April, 1999	

**DEDICATION AND RESTRICTIONS
OF
LAKE ESTATES GARDEN HOMES
WILDWOOD RESORT CITY**

WHEREAS, WILDWOOD PROPERTY OWNERS' ASSOCIATION, hereinafter called "DEVELOPERS", are the recorded owners of all the lots, tracts and parcels of land shown upon the map or plat entitled "Lake Estates Garden Homes" which is filed with the office of the County Clerk of Hardin County, Texas on October 8, 1993, reference to which is hereby made for all purposes.

NOW, THEREFORE, WE, WILDWOOD PROPERTY OWNERS ASSOCIATION, hereby dedicate to the public use forever the utility easements shown and described thereon and including the right to use such roads and/or streets for utility installments and maintenance, but the roads and/or streets shown thereon are and shall be and remain private roads for the use by the owners of and as a means of ingress and egress to and from property in said subdivision of Lake Estates Garden Homes, under such rules and regulations as may be promulgated from time to time by the Wildwood Board of Directors hereinafter established unless dedicated to the public hereafter, which right is expressly reserved to Developers, together with the basic restrictions, conditions, covenants and limitations shown thereon.

For the purpose of creating and carrying out a uniform plan for the improvements and sale of said property in said subdivision as a restricted subdivision, the following Restrictions upon the use of said property are hereby established, adopted and imposed thereon and shall be a part of each and every contract, deed or lease by Developers, covering the lots and tracts set forth on said map as though fully incorporated therein.

The Restrictions hereinafter set forth, except as may be herein otherwise provided, shall be and are hereby imposed upon each lot or tract in said subdivision and same shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Developers, their heirs, executors successors and assigns and all subsequent purchasers of any of said property, their heirs, executors, administrators, successors and assigns; and each such party by virtue of accepting a contract, deed or lease, covering any of said property, shall be subject to and bound by the Restrictions, covenants and conditions as hereinafter set forth:

1.

UTILITY EASEMENTS: Easements are dedicated as shown on maps, including the right to use the roads, and/or streets for utility installation and maintenance. The said utility easements imposed on these blocks include the right to trim or remove all trees and shrubs on or overhanging utility easements.

2.

SINGLE FAMILY RESIDENCES: No structure other than for one private residence designed and constructed for use by a single family as may be suitable and/or proper for

the use and occupancy of said residence as a single-family dwelling shall be constructed or permitted on any lot or building plot.

3.

TEMPORARY STRUCTURES: No tent, lean-to, or other temporary structures of any character, shall be constructed or permitted on any said lots at any time.

4.

COMPLETION OF FACILITIES: Completion of all structures and facilities will have a time limit established by the Architectural Control Committee at the time of submission of detailed plans. All plans and specifications must be approved by the Architectural Control Committee.

(1) Inspection will be required after forms are set and before concrete slab is poured. Inspector will check plumbing in slab, any electrical work, underreams, footings, wire and rods in slab. Inspector will verify compliance with setback lines; front, back and sides; minimum square footage and deed restrictions.

(2) Second inspection will be required after structure is framed. Inspector will check all framing to ensure soundness, safety and that structure will not experience fatigue. Building should meet guidelines of Southern Standard Building Code.

(3) 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. Plumbing should meet guidelines of National Plumbing code. Inspection must be done prior to covering any 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.

(4) Fourth inspection will be required after structure is near completion. Inspector will verify all specifications have been met and structure was erected according to Plans and Specifications. The inspector will check waste water system to verify and approve wastewater system has been installed and working properly.

5.

HOLES: No water wells, pits, holes or other excavations shall be dug on any lot in said Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon.

6.

RUBBISH: 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 except in covered sanitary containers.

Builders must provide containers for construction waste which must be disposed of outside of Wildwood Resort City.

7.

STORAGE OF MATERIALS: No building material of any kind or character shall be placed or stored upon any of such lots until the owner thereof is ready to commence construction of improvements and then such material shall be placed solely within owner's property lines.

8.

UNSIGHTLY STORAGE: No unsightly storage that is visible from the street shall be permitted on any lot. 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. The Developer will designate other spaces for this type storage.

9.

OUT BUILDINGS: No out-buildings shall be permitted in Lake Estates Garden Homes, Phase II.

10.

ANIMALS: No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises.

11.

CLOTHES LINES: No clothes lines shall be permitted on any lot in Lake Estates Garden Homes, Phase II.

12.

FENCES: Fences may not be erected on common property or easements. No fences shall be erected, placed, altered or permitted on any lot or tract without prior approval of the Architectural Control Committee. All fence materials must be approved by this Committee and shall not be higher than 4' from the ground.

13.

OFFENSIVE ACTIVITY: No noxious or noisy 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 neighborhood.

14.

SIGNS: Only as approved by Wildwood Architectural Control Committee and/or Wildwood Property Owners Association Board of Directors.

15.

USE OF WATER FROM LAKE KIMBLE: The pumping of water from Lake Kimble is prohibited.

16.

USE OF LAKE KIMBLE: The Garden Home section of Lake Estates, will be allowed access to the water, but may only construct small decks adjoining the existing bulkhead; all of which needs prior approval of the WPOA Board of Directors. All of this must be in good taste and similar in construction. The Garden Home area will not be allowed to extend any structure into the lake. Boats cannot be permanently docked.

Tract or lot owners in good standing, husband and wife, and their minor children have the use of Lake Kimble and other lakes and ponds in Wildwood Resort City for boating, fishing, swimming and skiing under such rules and regulations as may be voted by the Board of Directors and WPOA shall also have the right to designate the facilities and grant the use thereof and publish rules and regulations for such use.

17.

ASSOCIATION DUES: There is hereby imposed upon Garden Home or lot in this Subdivision and each such residential tract or lot is hereby subjected to a monthly Association Dues, water fee, sewer fee, and garbage pickup and upkeep fees for lawn mowing and edging as may be established for this area. Such fees are set by the W. P. O. A. Board of Directors. Such Association Dues shall be paid by each owner to W. P. O. A., as the custodian and/or administrator, in advance on the first day of each month.

W.P.O.A. shall act as the custodian and administrator of said Association Dues, and it shall have the right to collect, hold and expend any and all monies paid and shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such Association Dues or any part thereof from any person or persons.

All funds collected from said Association Dues from the Garden Homes in Wildwood Lakes Estates may be pooled, merged and combined into a single fund, to be expended by W.P.O.A. for the general common good and benefit of all of Wildwood Resort City as heretofore developed and as may be developed hereafter paying into such fund, without regard to the amount collected from such portion.

The payment of the Association Dues hereby imposed shall be secured by a vendor's lien which is hereby placed and imposed upon each and every lot or tract in this Subdivision which is subject to such charge.

The above Association Dues provisions shall be in effect for the duration of the restrictions, covenants and conditions imposed by this instrument and such duration shall be governed by the provisions contained in paragraph 20 hereof.

Use of the Association Dues in ways related to and benefiting recreational facilities owned by W. P. O. A. will not prevent it from charging lot owners and/or occupants for use of such facilities.

18.

ARCHITECTURAL CONTROL COMMITTEE: The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee or its designated representatives, shall fail to approve or disapprove within 60 days after plot plan, building plans and specifications, as hereinabove provided for, have been submitted to it, or in event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residences or buildings, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

19.

DURATION: All of the restrictions and covenants herein set forth shall continue and be binding upon W.P.O.A., its successors or assigns, and upon the purchasers of said lots, for a period of thirty-five (35) years from the date this instrument is filed for record in the office of the County Clerk of Hardin County, Texas, whichever is the earlier date, and shall automatically be extend-ed thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title, to seventy-five percent (75) of the lots as shown by the records of Hardin County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants and may release any lot shown on said plat from any restriction or covenant at the end of the first thirty-five (35) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. These Restrictions may be amended by W.P.O.A. without the joiner of owners of tracts or lots previously sold by Developer.

20.

SUBSEQUENT PURCHASERS: The terms and provisions hereof shall be binding upon W.P.O.A., its successors and assigns, and all persons claiming by, through or under it, and all subsequent purchasers or owners of property in said Subdivision, each of whom shall be obligated and bound to observe the same; provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

21.

WAIVER: The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other restrictions, covenant, or condition, but all

such other restrictions, covenants and conditions shall continue to remain in full force and effect.

22.

ENFORCEMENT: W.P.O.A. or any person or persons owning any real property situated in said development or subdivision shall have the right and it shall be lawful for them to prosecute any proceedings at law, or in equity against any person or persons violating or attempting to violate any of these restrictions in order to prevent him or them from so doing, or to recover damages or other dues for such violation.

23.

RESERVE AREAS: The restrictions and covenants contained in instruments of dedication on said subdivision relate to and affect the numbered lots designated on said subdivision maps, and shall not affect any areas designated thereon as "Reserved".

24.

BUILDING SET BACK: Set back from front property lines shall be 20 feet. Garden Homes will not be restricted on the inside property lines, due to the nature of the structures.

25.

LOT SIZE: Only according to filed and recorded plat plan of Lake Estates Garden Homes.

26.

SEWERAGE REQUIREMENTS: All lavatories, toilets and bath facilities shall be installed indoors and shall be connected to the sewer system and constructed in compliance with the State of Texas Public Health Service rules, regulations and specifications. No outside or surface toilets shall be permitted under any circumstances.

27.

TYPE OF CONSTRUCTION: All dwelling exterior colors and materials shall be subject to final approval of the WPOA Board of Directors and will consist of brick and vinyl exteriors.

28.

MINIMUM BUILDING REQUIREMENTS: There shall be a minimum of 1300 square feet required for each dwelling.

29.

OWNER'S OBLIGATION WITH RESPECT TO REPAIR AND MAINTENANCE:

Each owner shall, at the owner's sole cost and expense, perform such repairs and maintenance as shall be required to keep the dwelling place in a condition comparable to

the condition of such residence at the time of its initial construction, excepting only ordinary wear and tear.

In the event an owner shall fail or refuse such repairs or maintenance and such failure or refusal shall continue for forty-five (45) days from delivery of written notice from Developer (W.P.O.A.) specifying the repairs or maintenance required to be made, the Board of Directors of Developer may cause such repairs and maintenance to be performed, and shall assess the costs of performing such repairs or maintenance against the lot or lots on which the structures are located. Such assessment shall be due and payable to Wildwood Property Owners Association 30 days after delivery to the owner of a written, itemized statement of such repairs or maintenance and the cost thereof. The notices called for herein shall be in writing and mailed United States Mail, certified mail, return receipt requested, to the owner at the last known address of the owner as contained in the records of Developer. Delivery shall be conclusively presumed to have been received within three (3) days after said notice is placed with the U. S. Postal Service for delivery. Notice to one owner shall be deemed sufficient notice to all owners.

Payment of such assessment shall be secured by a lien with power of sale which is hereby placed and imposed upon each and every lot or tract in this subdivision subject to such charges. The Chairman of the Board of Directors of Wildwood Property Owners Association in office and acting at the time, or such other person designated by duly recorded resolution of the Board of Directors, is hereby designated as Trustee for Developer for the purposes of such power of sale.

The above assessment provisions shall be in effect the duration of the restrictions, covenants, and conditions imposed by this instrument or until subsequently amended, altered, superseded, waived or abandoned by Developer or its successors or assigns.

30.

OWNER'S OBLIGATION TO REBUILD: If all or any portion of a dwelling place or other building on the property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence, to rebuild, repair or reconstruct such dwelling place in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be commenced within three (3) months after damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by way, act of God or other causes beyond the control of the owner or owners. If the owner declines to rebuild such dwelling place or other structure so damaged or destroyed, the owner shall remove debris and material from the lot down to the foundation within six (6) months after the damage occurs.

31.

CONFLICT OR INCONSISTENCY: The tract of land comprising Lake Estates Garden Homes, that is the subject of this Dedication and Restrictions, is or may be subject to existing recorded restrictions applicable to Wildwood Resort City, to which reference is

made in the Records of the office of the County Clerk of Hardin County, Texas and of the office of the County Clerk of Tyler County, Texas. With respect to the tracts and parcels of land located within Lake Estates Garden Homes, the terms and conditions of this Dedication and Restriction of Lake Estates Garden Homes, shall control in the event of any conflict or inconsistency with the previously recorded restrictions of WildwoodResort City.

Recorded Tyler County Vol.
Recorded Hardin County Vol. 992 Page 606-612

**DEDICATION AND RESTRICTIONS
OF
LAKE ESTATES GARDEN HOMES
PHASE II
WILDWOOD RESORT CITY**

WHEREAS, WILDWOOD PROPERTY OWNERS' ASSOCIATION, hereinafter called "DEVELOPERS", are the recorded owners of all the lots, tracts and parcels of land shown upon the map or plat entitled "Lake Estates Garden Homes, Phase II" which is filed with the office of the County Clerk of Hardin County, Texas on Oct. 13, 2004, reference to which is hereby made for all purposes.

NOW, THEREFORE, WE, WILDWOOD PROPERTY OWNERS ASSOCIATION, hereby dedicate to the public use forever the utility easements shown and described thereon and including the right to use such roads and/or streets for utility installments and maintenance, but the roads and/or streets shown thereon are and shall be and remain private roads for the use by the owners of and as a means of ingress and egress to and from property in said subdivision of Lake Estates Garden Homes, Phase II, under such rules and regulations as may be promulgated from time to time by the Wildwood Board of Directors hereinafter established unless dedicated to the public hereafter, which right is expressly reserved to Developers, together with the basic restrictions, conditions, covenants and limitations shown thereon.

For the purpose of creating and carrying out a uniform plan for the improvements and sale of said property in said subdivision as a restricted subdivision, the following Restrictions upon the use of said property are hereby established, adopted and imposed thereon and shall be a part of each and every contract, deed or lease by Developers, covering the lots and tracts set forth on said map as though fully incorporated therein.

The Restrictions hereinafter set forth, except as may be herein otherwise provided, shall be and are hereby imposed upon each lot or tract in said subdivision and same shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Developers, their heirs, executors successors and assigns and all subsequent purchasers of any of said property, their heirs, executors, administrators, successors and assigns; and each such party by virtue of accepting a contract, deed or lease, covering any of said property, shall be subject to and bound by the Restrictions, covenants and conditions as hereinafter set forth:

1.

UTILITY EASEMENTS: Easements are dedicated as shown on maps, including the right to use the roads, and/or streets for utility installation and maintenance. The said utility easements imposed on these blocks include the right to trim or remove all trees and shrubs on or overhanging utility easements.

2.

SINGLE FAMILY RESIDENCES: No structure other than for one private residence designed and constructed for use by a single family as may be suitable and/or proper for

the use and occupancy of said residence as a single-family dwelling shall be constructed or permitted on any lot or building plot. The single-family residence must be constructed entirely on a single lot and a single-family residence may not be constructed on two or more lots. A property owner may not purchase a second lot to use in connection with the single-family residence constructed on an adjoining lot.

3.

TEMPORARY STRUCTURES: No tent, lean-to, or other temporary structures of any character, shall be constructed or permitted on any said lots at any time.

4.

COMPLETION AND CONSTRUCTION OF FACILITIES: (STRUCTURES TO BE BUILT IN ACCORDANCE WITH PRE-APPROVED PLANS AND

Page 1

SPECIFICATIONS): Completion of all structures and facilities will have a time limit established by the Architectural Control Committee at the time of submission of detailed plans. All plans and specifications must be approved by the Architectural Control Committee. **The Board of Directors of Wildwood Property Owners Association has adopted seven (7) sets of plans for dwellings to be built on lots in Lake Estate Garden Homes, Phase II. Some plans are for two (2) story structures and some are for one (1) story structures. Lakefront lots can only have one (1) 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 Architectural Control Committee (See 18). Owners of lots may be sued to enjoin any violation of this restriction. All construction shall have four (4) building inspections as follows:**

(1) Inspection will be required after forms are set and before concrete slab is poured. Inspector will check plumbing in slab, any electrical work, underreams, footings, wire and rods in slab. Inspector will verify compliance with setback lines; front, back and sides; minimum square footage and deed restrictions.

(2) Second inspection will be required after structure is framed. Inspector will check all framing to ensure soundness, safety and that structure will not experience fatigue. Building should meet guidelines of Southern Standard Building Code.

(3) 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. Plumbing should meet guidelines of National Plumbing code. Inspection must be done prior to covering any 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.

(4) Fourth inspection will be required after structure is near completion. Inspector will verify all specifications have been met and structure was erected according to Plans and Specifications. The inspector will check waste water system to verify and approve wastewater system has been installed and working properly.

5.

HOLES: No water wells, pits, holes or other excavations shall be dug on any lot in said Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon.

6.

RUBBISH: 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 except in covered sanitary containers.

Builders must provide containers for construction waste which must be disposed of outside of Wildwood Resort City. Builders must provide an onsite Port-a-potty.

7.

STORAGE OF MATERIALS: No building material of any kind or character shall be placed or stored upon any of such lots until the owner thereof is ready to commence construction of improvements and then such material shall be placed solely within owner's property lines.

8.

UNSIGHTLY STORAGE: No unsightly storage that is visible from the street shall be permitted on any lot. 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.

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9.

OUT BUILDINGS: No out-buildings shall be permitted in Lake Estates Garden Homes, Phase II.

10.

ANIMALS: No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises.

11.

CLOTHES LINES: No clothes lines shall be permitted on any lot in Lake Estates Garden Homes, Phase II.

12.

FENCES: Fences may not be erected on common property or easements. No fences shall be erected, placed, altered or permitted on any lot or tract without prior approval of the Architectural Control Committee. All fence materials must be approved by this Committee and shall not be higher than 4' from the ground.

13.

OFFENSIVE ACTIVITY: No noxious or noisy 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 neighborhood.

14.

SIGNS: Only as approved by Wildwood Architectural Control Committee or Facilities Manager.

15.

USE OF WATER FROM LAKE KIMBLE: The pumping of water from Lake Kimble is prohibited.

16.

USE OF LAKE KIMBLE: The Garden Home section of Lake Estates, Phase II, will be allowed access to the water, but may only construct small decks adjoining the existing bulkhead; all of which needs prior approval of the WPOA Board of Directors and the Architectural Control Committee. All of this must be in good taste and similar in construction. The Garden Home area will not be allowed to extend any structure into the lake. Boats cannot be permanently docked.

Tract or lot owners in good standing, husband and wife, and their minor children have the use of Lake Kimble and other lakes and ponds in Wildwood Resort City for boating, fishing, swimming and skiing under such rules and regulations as may be voted by the Board of Directors and WPOA shall also have the right to designate the facilities and grant the use thereof and publish rules and regulations for such use.

17.

MAINTENANCE CHARGE: There is hereby imposed upon each such residential lot and/or tract in this Subdivision and each such residential lot and/or tract is herebysubjected to a monthly maintenance charge and a water fee based on usage, except that this water fee shall not apply to lots and/or tracts which are not connected with the Wildwood Resort City water system, and a sewer charge, except that this sewer charge shall not apply to lots and/or tracts which are not connected with the Wildwood Resort City sewer lines, for the purpose of creating a fund to be known as Wildwood Resort CityMaintenance Fund, and except as hereinafter stated, such maintenance charge shall be

paid by each owner to WPOA, as the custodian and/or administrator, on the 10th day of each month, except, however, that the foregoing charge shall not apply to WPOA as

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owner of or holder of title to any such lots and/or tracts, and such maintenance charge shall apply and begin to accrue against such lots and/or tracts only as and when the same are sold or leased by WPOA. It is further provided that WPOA shall have the exclusive right without the joinder of lot and/or tract owners at any time to adjust, alter, or waive said maintenance charge from year to year as in its officers' judgment the maintenance needs of the various sections of Wildwood Resort City may require; moreover, WPOA shall have the right at any time to discontinue and abandon such maintenance charge, without incurring liability to any person whomsoever, by filing a written instrument in the office of the County Clerk of Tyler County, Texas, and in the office of the County Clerk of Hardin County, Texas, declaring such discontinuance and abandonment.

WPOA 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. WPOA shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such maintenance charge or any part thereof from any person or persons.

All funds collected from said maintenance charge from the lots and/or tracts in Wildwood Resort City, as above described or as described in other maps or plats of Blocks in the Wildwood Resort City previously filed and dedicated and of record in Hardin and Tyler Counties, Texas, or as may be added to or extended hereafter by WPOA, may be pooled, merged and combined into a single maintenance fund, to be expended by WPOA for the general common good and benefit of all of Wildwood Resort City as heretofore developed and as may be developed hereafter paying into such fund, without regard to the amount collected from such portion. WPOA may use such funds or any part thereof, as far as the same will go, toward safety and/or health projects, for developing, improving, and maintaining any and all recreational or other areas which the owners of lots and/or tracts in any portion of Wildwood Resort City may be privileged or shall have the right to use, regardless of who may own or the location of any such recreational or other areas, for improving and maintaining the streets, roads, lanes and drives in any portion of Wildwood Resort City, lake areas, ponds, and/or other recreational facilities, for providing various services such as water and sewer and drainage to the owners of lots and/or tracts in all of Wildwood Resort City, and in general for any and all purposes which WPOA may consider to be of general benefit or useful to the owners of the lots and/or tracts in all of Wildwood Resort City, as now or may be hereafter developed, it being agreed and understood that the judgment of WPOA, or its successors or assigns as custodians and administrators 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 at interest.

Use of the Maintenance Fund in ways related to and benefiting recreational facilities owned by WPOA will not prevent it from charging lot and/or tract owners for use of such facilities.

This paragraph does not apply to Blocks 1 and 2, Commercial Area #1.

ASSESSMENTS: Subject to the implementation by the Wildwood Property Owners Association, comprised of both homeowner and non-homeowner lot and/or tract owners in Wildwood Resort City, through a duly elected Board of Directors, of an actual, specific monthly amount for each category stated below, there is hereby imposed on each lot and/or tract in the Wildwood Resort City subdivision, and each such lot and/or tract is hereby subjected to the following maximum permissible assessments (conditioned as hereinafter stated).

1. In determining the amount to be levied for lot and/or tract assessments, the Board of Directors, acting in its sole discretion and judgment in order to more equitably apportion the financial responsibilities associated with maintaining and improving the amenities within the subdivision, may at any time assess a general maintenance and/or capital improvement assessment upon the lots and/or tracts of homeowner property owners and the lot and/or tracts of non-homeowner property owners within their respective class assessment schedule.

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2. Unless and until amended in accordance with the provisions of Article XI, Section 3 of the By-Laws, the total fee in each of the respective categories of assessments shall not exceed the maximum permissible assessments set forth below, and as are also set forth in the maximum assessment provisions of Article XI, Section 2b of the By- Laws.

3. Maximum Permissible Assessment
Class A (Homeowner Assessment Schedule)

<u>Category</u>	<u>Maximum Assessment</u>
General Maintenance Assessment	\$30/month
Capital Improvement Assessment	\$30/month

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Class B (Non-Homeowner Assessment Schedule)

<u>Category</u>	<u>Maximum Assessment</u>
General Maintenance Assessment	\$30/month
Capital Improvement Assessment	\$10/month

18.

ARCHITECTURAL CONTROL COMMITTEE: The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee or its designated representatives, shall fail to approve or disapprove within 60 days after plot plan, building plans and specifications, as hereinabove provided for, have been submitted to it, or in event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residences or buildings, however,

must be constructed in compliance with all of the other restrictive covenants herein stipulated.

19.

DURATION: All of the restrictions and covenants herein set forth shall continue and be binding upon WPOA, its successors or assigns, and upon the purchasers of said lots, for a period of thirty-five (35) years from the date this instrument is filed for record in the office of the County Clerk of Hardin County, Texas, whichever is the earlier date, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title, to seventy-five percent (75) of the lots as shown by the records of Hardin County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants and may release any lot shown on said plat from any restriction or covenant at the end of the first thirty-five (35) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. These Restrictions may be amended by WPOA without the joinder of owners of tracts or lots previously sold by Developer.

20.

SUBSEQUENT PURCHASERS: The terms and provisions hereof shall be binding upon WPOA, its successors and assigns, and all persons claiming by, through or under it, and all subsequent purchasers or owners of property in said Subdivision, each of whom shall be obligated and bound to observe the same; provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

21.

WAIVER: The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in no way constitute a waiver of or invalidate any other restrictions, covenant, or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

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22.

ENFORCEMENT: WPOA or any person or persons owning any real property situated in said development or subdivision shall have the right and it shall be lawful for them to prosecute any proceedings at law, or in equity against any person or persons violating or attempting to violate any of these restrictions in order to prevent him or them from so doing, or to recover damages or other dues for such violation.

23.

RESERVE AREAS: The restrictions and covenants contained in instruments of dedication on said subdivision relate to and affect the numbered lots designated on said subdivision maps, and shall not affect any areas designated thereon as "Reserved".

24.

BUILDING LINE: The building line and street right of way is parallel to and 20' from the back of the curb line for North Lake Estates Drive as shown on the plat.

25.

LOT SIZE: Only according to filed and recorded plat plan of Lake Estates Garden Homes Phase II.

26.

SEWERAGE REQUIREMENTS: All lavatories, toilets and bath facilities shall be installed indoors and shall be connected to the sewer system and constructed in compliance with the State of Texas Public Health Service rules, regulations and specifications. No outside or surface toilets shall be permitted under any circumstances.

27.

TYPE OF CONSTRUCTION: All dwelling exterior colors and materials shall be subject to final approval of the WPOA Board of Directors and will consist of brick and vinyl exteriors.

28.

MINIMUM BUILDING REQUIREMENTS: There shall be a minimum of 1300 square feet required for each dwelling. Only single-story homes are permitted on lake front lots and one house per lot.

29.

OWNER'S OBLIGATION WITH RESPECT TO REPAIR AND MAINTENANCE:

Each owner shall, at the owner's sole cost and expense, perform such repairs and maintenance as shall be required to keep the dwelling place in a condition comparable to the condition of such residence at the time of its initial construction, excepting only ordinary wear and tear.

In the event an owner shall fail or refuse such repairs or maintenance and such failure or refusal shall continue for forty-five (45) days from delivery of written notice from Developer (WPOA) specifying the repairs or maintenance required to be made, the Board of Directors of Developer may cause such repairs and maintenance to be performed, and shall assess the costs of performing such repairs or maintenance against the lot or lots on which the structures are located. Such assessment shall be due and payable to Wildwood Property Owners Association 30 days after delivery to the owner of a written, itemized statement of such repairs or maintenance and the cost thereof. The notices called for herein shall be in writing and mailed United States Mail, certified mail, return receipt requested, to the owner at the last known address of the owner as contained in the records of Developer. Delivery shall be conclusively presumed to have been received within three (3) days after said notice is placed with the U. S. Postal Service for delivery. Notice to one owner shall be deemed sufficient notice to all owners.

Payment of such assessment shall be secured by a lien with power of sale which is hereby placed and imposed upon each and every lot or tract in this subdivision subject to such charges. The Chairman of the Board of Directors of Wildwood Property Owners Association in office and acting at the time, or such other person designated by duly recorded resolution of the Board of Directors, is hereby designated as Trustee for Developer for the purposes of such power of sale.

The above assessment provisions shall be in effect the duration of the restrictions, covenants, and conditions imposed by this instrument or until subsequently amended, altered, superseded, waived or abandoned by Developer or its successors or assigns.

30.

OWNER'S OBLIGATION TO REBUILD: If all or any portion of a dwelling place or other building on the property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence, to rebuild, repair or reconstruct such dwelling place in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be commenced within three (3) months after damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by way, act of God or other causes beyond the control of the owner or owners. If the owner declines to rebuild such dwelling place or other structure so damaged or destroyed, the owner shall remove debris and material from the lot down to the foundation within six (6) months after the damage occurs.

31.

CONFLICT OR INCONSISTENCY: The tract of land comprising Lake Estates Garden Homes, Phase II, that is the subject of this Dedication and Restrictions, is or may be subject to existing recorded restrictions applicable to Wildwood Resort City, to which reference is made in the Records of the office of the County Clerk of Hardin County, Texas and of the office of the County Clerk of Tyler County, Texas. With respect to the tracts and parcels of land located within Lake Estates Garden Homes, Phase II, the terms and conditions of this Dedication and Restriction of Lake Estates Garden Homes, Phase II, shall control in the event of any conflict or inconsistency with the previously recorded restrictions of Wildwood Resort City.

**Recorded Tyler County Vol.
Recorded Hardin County Inst. No.2004-9160**