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WILDWOOD

RESORT CITY

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PROPERTY OWNER'S
MANUAL

REVISED JUNE 2007

BRIEF HISTORY OF WILDWOOD RESORT CITY

By Sybil Allen

In 1923, Emmit Vickers established a hunting and fishing camp on the edge of Kimble Creek, in Hardin County, where he entertained many executives of Texaco from the New York office. Soon, many camp houses were built along the creek. Evidence of foundations can still be found. It is in this area that Wildwood Resort City was begun.

In 1962, five Beaumont businessmen, George Norman, Gus Becker, Charles Kelley, Guy Dalrymple and Vernon Hicks, bought 1280 acres of land from Carl Kohler, the owner of record. An Acknowledgment of Tenancy was obtained from Mr. Vickers. Development of Wildwood was begun in September of 1963, and less than a year later, Lake Kimble was filled with water. An additional 400 acres had to be purchased when the lake covered more territory than had been expected.

On July 17, 1964, the Carlton Crosbys moved into their new home, making them the first residents of Wildwood. Shortly after, the Herbert Nelsons became the first permanent residents. Soon other families followed; then came the Country Store, Garden Club, Wildwood Fire Department and Baptist Church.

In October of 1974, the original developers sold Wildwood to Larry Parker of Houston and his company, Recreation World. A few years later, Farm and Home Savings and Loan took over management of Wildwood when it was transferred in an arrangement with Surety Savings Association of Houston, Parker's former organization. In December, 1982, Recreation World declared bankruptcy, and after three years of reorganization, management and all facilities of Wildwood were turned over to the property owners. Since that time, an elected Board of both homeowners and non-homeowners, along with a Facilities Manager, has operated Wildwood.

Wildwood is a private, gated community, which operates under a maintenance fee system. In the new millennium, many streets have been paved and larger water lines and fire hydrants installed, along with many other added improvements. It is the wish of the Wildwood Property Owners Association that your life in Wildwood is all that you had hoped for - and then a little more.

4. PROPERTY OWNER'S RENTAL PROPERTY:

Residents 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, in writing to WPOA, extends those privileges and assumes personal responsibility for the conduct of Associate Members. This does not give voting privileges to Associate Members. The property owner is responsible for maintenance fees. Failure to comply will result in a penalty 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 Security 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.
- 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.

6. SECURITY

Security 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 Security.

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.

8. FINES FOR VIOLATIONS

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 Security gate and the load to be dumped must be inspected by Security prior to dumping. Non-adherence to this regulation will result in the State closing our dump permanently.

12. PETS

Pets will not be allowed to run loose in Wildwood Resort City. All pets must be properly vaccinated and tagged. 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.

13. FAIR HOUSING ADMENDMENTS ACT

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. 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.

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 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

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

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.

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. 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 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 for up to two horses.
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 well being of all horses at Wildwood Downs.

ARTICLE III SWIMMING BEACH

1. The area designated for swimming at the beach is roped off for easy definition and swimmers will not be allowed outside this area. Swimming to the island is prohibited.
2. Guests will be required to register at the Security 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.

3. Reservations and fee payment must be made in advance for beach parties to be attended by more than ten persons. (Large groups will be admitted only if they do not interfere with community activities. At least 3 days notice is required for groups of 10 or more.)
4. Small children will not be allowed to swim unless attended by an adult or some other competent swimmer.
5. Swimming during electrical storms is prohibited. Security patrol has the authority to determine when these danger periods exist.
6. No automobiles, bicycles, motor scooters, horses, golf carts, or any other forms of conveyance will be allowed on the beach.
7. No animals will be allowed in the lake or allowed to run loose on the beach.
8. No boats or other hazardous floating objects may enter the swimming area.
9. Swimmers will not be allowed to eat or drink while in the water, and no bottles or glasses will be allowed on the beach or in the water.
10. 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 Security.

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.
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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.
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 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. Guests may not launch their watercraft without first obtaining a watercraft sticker from WPOA Security. All watercraft operators are required to know lake rules, and violators will be required to remove their watercraft from the lake.
10. 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.
11. Only one (1) watercraft will be permitted per authorized party or group unless otherwise cleared by Security.
12. All watercraft are required to use an all-round white light when they are on the lake between sunset and sunrise.
13. 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.
14. 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.
15. 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

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 Wildwood Security, 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 or 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.
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 during tournaments. Anyone doing so will immediately be disqualified from the tournament and have to leave.
 - b. Life jackets 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

9. Children under 12 years old must be accompanied by an adult. Children may not use golf course as a playground.
 10. All golfers must register in the pro shop before playing.
 11. Hunting lost golf balls on the course during a game is not permitted. Raking balls out of the lake is not permitted except when ball is in play.
 12. No practicing is permitted on the golf course. Use the practice range or putting green.
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13. Loose pets are not allowed on the golf course.
 14. Only authorized vehicles are permitted on the course.
 15. 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.
 16. Members are responsible for their guests while on the course.
 17. Do not drive carts on private property surrounding the golf course. Keep carts at least 30 feet from greens and tee boxes. Use cart paths where provided and observe and obey all posted signs on the course.
 18. Help to take care of the course by not littering, repairing all divots, and raking sand traps after use. Do not lean on flagsticks or jam putter in green.
 19. No more than five players will be allowed in a group.
 20. 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.
 21. Each player must have his/her own bag with at least four clubs, including putter.
 22. Walkers will not be prohibited at any time, but a maximum of four to a group will be enforced.
 23. Property owners will be given seven days to make tee time reservations. One member will be limited to three consecutive tee times. A gap of three single group tee times must be left before said member may make more tee times. The intent of the above is to insure that there are no unscheduled tournaments and the course Pro will have full authority to govern tee times in a manner to insure compliance with the above.
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24. Reservations for non-members may be made two days in advance.

desired time. Tournaments that schedule the courts may be subject to fees made payable to WPOA

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") is 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 Security Gate. Officer will turn on electricity after proper registration.
2. Security 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 areas provided.
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, however, visits less than one week will be on a first come, first serve basis.
11. When all available campsites are occupied, Security must refuse to accept additional campers.

8. Aircraft traffic pattern to be made on east side of airstrip.
9. CTAF will be 122.9 mz.
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.

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.

HUNTING

Hunting will not be allowed, and the discharge of any firearm for any purpose is prohibited.

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

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 Operating 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.

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:

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

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. **Specifications 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.

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.

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.

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.

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.

8. It is prohibited to dump dirt and leaves into the lake.

Amended: October, 1985
March, 1986
May, 1987
February, 1989
December, 1989
March, 1989
April, 1990
September, 1991
May, 1994
June, 1994
February, 1999
April, 1999

February, 2002
February, 2003
June, 2007

Section 6. "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property and also those areas so designated by the WPOA in the future.

Section 7. "Board" shall mean and refer to the duly elected governing body of Wildwood Property Owners Association. Tex. Prop. Code, Sec. 209.002 (2).

Section 8. "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 9. "Shareholder" 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.

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 do 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).

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, the board member is immediately ineligible to serve on the board of the property owners' association, 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). Three (3) Directors shall be homeowners; three (3) Directors shall be non-homeowners; and three (3) shall be elected at large.

fill a vacant position shall serve the unexpired term of the predecessor board member. Tex. Prop. Code, Sec. 209.00593 (a).

c. In the event the Nominating Committee is unable to find a qualified candidate for any position on the Board of Directors, the Board has the authority to fill the vacancy with someone from either class to serve the unexpired term of the predecessor board member. Tex. Prop. Code, Sec. 209.00593 (a).

d. In the event the offices of five (5) or more Directors become vacant more than 60 days prior to the annual meeting and such vacancies continue for more than ten 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 days. Voting shall be in the manner provided for in Article V, Section 2, (Board of Directors: Nomination and Election of Directors) hereof.

e. Except for subsection c, only someone from the same class can fill any vacancy occurring in the homeowner portion of the board or the non-homeowner portion of the board. A homeowner or a non-homeowner shareholder can fill any vacancy in the at large portion of the board as a vacancy occurs.

f. 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.

- f. Employ the officers of the corporation, 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. 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.
- h. 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.
- i. 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 residential property.

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.

The Vice Chairperson shall perform all the duties of the Chairperson in his/her absence.

- b. 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.
- c. Make all policy decisions relative to the management and operation of the WPOA.
- d. Supervise the job performance of the Facilities Manager and Business Manager.

committee member designated by the Chairperson, at the regular January meeting of the Board. There shall be no disclosure prior to this time of the candidates' names. The member of the Election Committee receiving the list of candidates shall thereupon announce the candidates' names to the Board 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.

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- 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 is a property owner of WPOA. A voter may vote for one candidate for each vacancy in his/her class and one candidate for each vacancy in the at large class. The person receiving the largest number of votes for each vacancy shall be elected. No quorum requirement shall apply to the election of Directors. Tex. Prop. Code, Sec. 209.0059 (a).

- a. Each voter will receive, by mail, one ballot of his/her class, which shall:
 - (1) Describe the vacancies to be filled and the terms of office.
 - (2) Set forth the names of the persons nominated by the Nominating Committee for such vacancies.
 - b. Written and signed ballots are not required for WPOA uncontested races. Tex. Prop. Code, Sec. 209.0058 (c).
 - c. Candidate ballots shall be prepared and mailed by the Election Committee to each voter at least fifteen 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 before the Annual Meeting in February or as specified for special meeting elections.
 - d. Homeowner mail-outs will contain ballots only. Candidates letters of intent will be posted at the Mill House, the Country Store, 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.
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copy of the results shall be presented to each board member, the Facilities 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 seventy-two hours before the start of the 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 the Association, 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 the property owners' association'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).

ARTICLE VII
WPOA OFFICERS: QUALIFICATIONS, POWERS AND DUTIES

Section 1. Facilities Manager (President)

The Facilities 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 State Homeowners Association 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 (Vice President/Treasurer)

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 Facilities Manager any documents authorized by the Board.
- c. Keeping proper books of accounts.

Streets and Utilities
Long Range Planning
Architectural Control

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

Section 2. Standing Committees

The Budget and Finance committee shall consist of at least five Owners and no more than seven Owners, each serving a three-year term. All other standing Committees shall consist of no more than 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 1 member for a 1-year term, 2 for a 2-year term, and 2 for a 3-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. 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 Facilities Manager.

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 Facilities 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

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.

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.

Homeowner Members will vote for Director positions 1, 2, and 3. Non-Homeowner members will vote for Director positions 4, 5, and 6. At-large Director positions 7, 8, and 9 will be voted on by all members.

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

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 or at least seventy-two hours before the start of the 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 amendments thereto. Written

the affirmative vote of 51 percent of shares of each class with a 10 percent quorum present of each class at any annual or special meeting.

In the case of an amendment to the Bylaws to increase the maximum permissible amounts in the various assessments beyond those set forth in Article XI, 2b (Right of Owner's: Budget and Assessment Increase; Assessments; increase of Owner's Maximum assessment) of the bylaws, 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).

**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

CERTIFICATION

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

That the within and foregoing Amended and Restated Bylaws of Wildwood Property Owners Association was properly adopted by a majority of the Board of Directors as of the 27th day of November, 2012, that same, in addition to any amendments adopted hereafter, do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have executed these Amended and Restated Bylaws to be effective as of the 27th day of November, 2012.

James Horn
Signature

JAMES HORN
Print Name
Secretary, Wildwood Property Owners Association

Wildwood Property Owners Association Bylaws recorded:

Hardin County _____ Volume _____ Page _____ Date _____

Tyler County _____ Volume 1061 Page 157-183 Date _____

FILED FOR RECORD
AT 11:00 O'CLOCK 11 M
ON THE 17th DAY OF Dec
A.D. 2012
Vol. 1061 Page 157
In the Official Public Records

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



STATE OF TEXAS }
COUNTY OF TYLER } OFFICIAL PUBLIC RECORD

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Tyler County, Texas, as stamped hereon by me.

Donece Gregory
COUNTY CLERK, TYLER COUNTY, TEXAS

BY James Brown
DEPUTY

Donece Gregory
COUNTY CLERK
TYLER COUNTY, TEXAS

2012-33790
GLENDA ALSTON
COUNTY CLERK
2012 Dec 12 at 09:53 AM
HARDIN COUNTY, TEXAS

By: RS, DEPUTY

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 NonProfit 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

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

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 fiftyone (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)

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.

WILDWOOD PROPERTY OWNERS ASSOCIATION

PAYMENT PLAN POLICY

STATE OF TEXAS

§

COUNTY OF HARDIN

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

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

WILDWOOD PROPERTY OWNERS ASSOCIATION

POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION

THE STATE OF TEXAS

§

COUNTY OF HARDIN

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

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

WILDWOOD PROPERTY OWNERS ASSOCIATION

RESOLUTION AND GUIDELINES REGARDING
REGULATION OF COMPOSTING DEVICES, RAIN BARRELS,
HARVESTING DEVICES AND IRRIGATION SYSTEMS

THE STATE OF TEXAS

§

COUNTY OF HARDIN

§ KNOW ALL PERSONS BY THESE PRESENTS:

§

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 202.007 of the Texas Property Code provides for the regulation of composting devices, rain barrels, rainwater harvesting devices, and irrigation systems 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 the installation and maintenance of rain barrels, rainwater harvesting devices, composting devices, and irrigation systems therein, it is appropriate for the Association to adopt guidelines regarding these systems.

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

GUIDELINES

1. General Provisions

- a. Subject to written approval from the Architectural Control Committee ("ACC"), an owner or resident may:
 - i. implement measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;
 - ii. install rain barrels or a rain water harvesting system; or
 - iii. implement efficient irrigation systems, including underground drip or other drip systems.
- b. If an owner or resident is planting new turf, the ACC must approve such turf in writing in order to encourage or require water conserving turf.

2. Composting Devices

- a. The ACC shall regulate the size, type, shielding, and materials, for or the

- 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.

Approved and adopted this 23rd day of November, 2011,
by the Board of Directors of Wildwood Property Owners Association.

WILDWOOD PROPERTY OWNERS
ASSOCIATION


Signature of Chairman

Print Name: D.S. Becker

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

THE STATE OF TEXAS

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COUNTY OF ~~TYLER~~ HARDIN

THIS INSTRUMENT was acknowledged before me on this the 23rd day of November 2011, by D.S. Becker, Chairman of Wildwood Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



Kathy J. Parker
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

2011-24816

GLENDAL ALSTON
COUNTY CLERK

2011 Dec 09 at 11:44 AM
HARDIN COUNTY, TEXAS

By: S.I. DEPUTY

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 foot (3') by five foot (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

Approved and adopted this 23rd day of November, 2011,
by the Board of Directors of Wildwood Property Owners Association.

WILDWOOD PROPERTY OWNERS
ASSOCIATION

D.S. Becker
Signature of Chairman

Print Name: D.S. Becker

THE STATE OF TEXAS

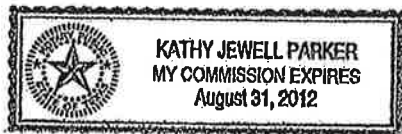
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COUNTY OF HARDIN

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THIS INSTRUMENT was acknowledged before me on this the 23rd day of
November 2011, by D.S. Becker, Chairman of Wildwood
Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



Kathy J. Parker
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

2011-24817
GLENDA ALSTON
COUNTY CLERK
2011 DEC 02 02:11:44 AM
HARDIN COUNTY, TEXAS

By: S.J. DEPUTY

- 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.

Approved and adopted this 23rd day of November, 2011,
by the Board of Directors of Wildwood Property Owners Association.

WILDWOOD PROPERTY OWNERS
ASSOCIATION


Signature of Chairman

Print Name: D.S. Becker


THE STATE OF TEXAS

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COUNTY OF HARDIN

THIS INSTRUMENT was acknowledged before me on this the 23rd day of November 2011, by D.S. Becker, Chairman of Wildwood Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

2011-24818
GLENDA ALSTON
COUNTY CLERK
2011 Dec 09 at 11:44 AM
HARDIN COUNTY, TEXAS
By: S.J. DEPUTY

the County Clerk of the respective counties set forth above as of
June 8th, 2011.

WILDWOOD PROPERTY OWNERS ASSOCIATION

By: Carla McKee
Carla McKee

Acknowledgement

STATE OF TEXAS *

COUNTY OF HARDIN *

BEFORE ME, the undersigned authority, on this day personally appeared Carla McKee, President of Wildwood Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein express, in the capacity therein stated and as the act and deed of Wildwood Property Owners Association.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON June 8th, 2011.



Kathy Jewell Parker
Notary Public, State of Texas

Kathy Jewell Parker Kathy Jewell Parker
Notary name typed and printed

IN WITNESS WHEREOF, this instrument is executed and placed of record in the Office of the County Clerk of the respective counties set forth above as of June 8th, 2011.

WILDWOOD PROPERTY OWNERS ASSOCIATION

By: Carla McKee
Carla McKee

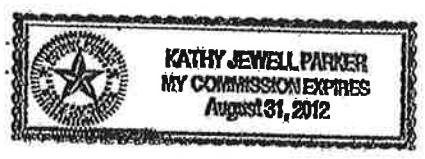
Acknowledgement

STATE OF TEXAS *

COUNTY OF HARDIN *

BEFORE ME, the undersigned authority, on this day personally appeared Carla McKee, President of Wildwood Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein express, in the capacity therein stated and as the act and deed of Wildwood Property Owners Association.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON June 8th, 2011.



Kathy Jewell Parker
Notary Public, State of Texas

Kathy Jewell Parker Kathy Jewell Parker
Notary name typed and printed

Committee; for new committees it shall appoint 1 member for a 1-year term, 2 for a 2-year term, and 2 for a 3-year term. Ad hoc committees shall consist of such members and exist for such periods of time as the Board shall determine at the time any such committee is formed.

ARTICLE VIII, Section 8. Specific Instructions for Standing Committees
a. Budget and Finance Committee

At least two members and no more than three members of the committee shall be board members. It shall assist in the preparation of the annual budget, recommend the final budget for Board approval and provide continuous review of the annual budget and shall discuss with WPOA officers and the auditors the scope and results of the annual examination. This committee shall perform annual internal audits and other audits as requested by the Board. It is to cooperate with the Long Range Planning Committee on long-term plans, which may require financial support.

IN WITNESS WHEREOF, this instrument is executed and placed of record in the Office of the County Clerk of the respective counties set forth above as of June 8TH, 2011.

WILDWOOD PROPERTY OWNERS ASSOCIATION

By: Carla M^cKee
Carla McKee

Acknowledgement

STATE OF TEXAS *

COUNTY OF HARDIN *

BEFORE ME, the undersigned authority, on this day personally appeared Carla McKee, President of Wildwood Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein express, in the capacity therein stated and as the act and deed of Wildwood Property Owners Association.

OF

WILDWOOD RESORT CITY

STATE OF TEXAS *

COUNTY OF HARDIN *

COUNTY OF TYLER *

WHEREAS, Wildwood Property Owners Association (hereinafter in this document called "WPOA") is the successor to Recreation World, Inc. of those certain lots, tracts and parcels of land shown upon the map or plat of a subdivision known and designated as Wildwood Resort City, in Hardin and Tyler Counties, Texas; and

WHEREAS, by due and proper vote and procedure, in accordance and conformity with the governing By-Laws of WPOA, by resolutions adopted November 4, 2010, certain further amendments were made to the Dedications and Restrictions of Wildwood Resort City and

WHEREAS, it is the desire, intent and purpose of WPOA, acting through its duly elected and authorized officers, to provide, general public notice of these amendments;

NOW THEREFORE, notice is hereby given by WPOA that the Dedications and Restrictions of Wildwood Resort City are hereby amended as specifically hereinafter set forth.

1. The contents, provisions and terms of any previously recorded instruments of Dedications and Restrictions applicable to Wildwood Resort City subdivision concerning or affecting the subject matters hereinafter stated are hereby amended in the following particulars which supersede and replace any prior portions of the Dedications and Restrictions in conflict therewith dealing with the same subject matter. Such amendments became effective immediately upon adoption and specifically provide as follows:

AMENDMENTS TO THE RESTRICTIONS

ANIMALS: No farm animals (chickens, horses, pigs, etc.) are allowed on premises. Horses may be stabled in areas as may be designated by the Architectural Control Committee.

WILDWOOD PROPERTY OWNERS ASSOCIATION.

STATE OF TEXAS *

COUNTY OF HARDIN *

COUNTY OF TYLER *

WHEREAS, Wildwood Property Owners Association ("WPOA") is the successor to Recreation World, Inc. Declarant and Developer of those certain lots, tracts and parcels of land shown upon the map or plat of the subdivision known and designated as Wildwood Resort City, in Hardin and Tyler Counties, Texas; and

WHEREAS, an Amendment to the Amended and Restated Bylaws dated to be effective 11/27/12 ("Bylaws") was approved and adopted on April 25, 2013, by due and proper vote and procedure, in accordance and conformity with the governing Bylaws of WPOA.

WHEREAS, it is the desire, intent and purpose of WPOA, acting through its duly elected and authorized officers, to provide general public notice of this Amendment;

NOW THEREFORE, notice is hereby given by WPOA that the Bylaws are hereby amended as specifically hereinafter set forth herein:

IT IS RESOLVED THAT the contents, provisions and terms of any previously recorded instruments of the Bylaws applicable to Wildwood Property Owners Association concerning or affecting the subject matters hereinafter stated are hereby amended in the following particulars which supersede and replace any prior portions of the Bylaws in conflict therewith dealing with the same subject matter. Such Amendment became effective immediately upon adoption and specifically provide as follows:

AMENDMENTS TO THE BY-LAWS

ARTICLE XI, Right of Owners: Budget and Assessment Increase
Section 2. Assessments, b. Assessment increases and owner's maximum assessment are limited and/or restricted per the following schedule:

Class A (Homeowner Assessment Schedule)

<u>Category</u>	<u>Maximum Assessment</u>
General Maintenance Assessment	\$40.00 per month
Capital Improvement Assessment	\$30.00 per month

Class B (Non-Homeowner Assessment Schedule)

<u>Category</u>	<u>Maximum Assessment</u>
General Maintenance Assessment	\$30.00 per month
Capital Improvement Assessment	\$10.00 per month
Water Usage Assessment	Based on consumption
Sewer Usage Assessment	Based on consumption
Garbage Pickup Assessment	Based on contractor's price to WPOA