

8703

O.R. 991 PAGE 715

By - Laws
Property Owners Wild Country
Lake Estate Subdivision

ARTICLE I
Offices
Principal Office

- 1.01 The Principal office of the subdivision in the State of Texas shall be located in the Wild Country Recreation Office, in the State of Texas, County of Polk. The subdivision may have such other offices, within the subdivision, as the membership may determine or as the affairs of the subdivision may require from time to time. Such as: President, Secretary, Treasure etc. whom may work out of their home or offices. But all records and property will be considered Wild Country Property Owners Assc.
- 1.02 The subdivision shall have and continuously maintain in the State of Texas a registered office (WCRH), and a registered agent (President) whose office is identical to such registered office.

ARTICLE II
Members
Classes of Members

- 2.01 The subdivision shall be based on the number of property owners of the community. The community shall be run by majority rule with a legal quorum.
- 2.02 Each property owner will be entitled to one vote on each matter submitted to a vote during all monthly P. O. A. meetings.
- 2.03 Each property owner is starting from a designated assessment fee of zero, and any property owner who shall be in default of the assessment for the period fixed in Article IX of these by - laws, shall lose their right to vote, voice, or hold office.
- 2.04 The right to vote, voice, or hold office will be determined by whose name or names are on the tax roll, contract of sale, and or warranty deed.
- 2.05 Upon written request by a property owner, brought before a P. O. A. meeting and voted on by the majority of the quorum, a property owner may assign another family member, legal guardian, or an officer of the P. O. A. their voting right with a legitimate reason such as age, health, out of town, etc. But, there will be a designated time and is to run no more than one year without repeating written request.

ARTICLE III
Meetings of Members
Annual Meeting

- 3.01 An Annual Meeting of the property owners shall be held on the first Saturday of December at the hour of 5:00 p.m. for the purpose of electing officers for the upcoming year as well as transacting any business as may come before the meeting. If the day fixed for the Annual Meeting shall fall on a legal holiday in the State of Texas, such a meeting shall be held the following Saturday at the same designated hour of the day. If the election of an officer shall not be held on the days designated herein for any Annual Meeting, or at any adjournment there-of, the membership shall cause the election to be held at a Special Meeting of the members as soon thereafter as possible.
- 3.02 Special Meeting of the property owners may be called as may be necessary. There should be at least twenty four hours to notify locals of any Special Meetings, and at least two weeks notice to include out-of-towners if the business has anything to do with restrictions, by-laws, or election of officers.
- 3.03 Quorum - Twenty shall be the quorum of the subdivision and shall constitute a quorum at each meeting. If a quorum is not at any Regular or Special Meeting of Members, a majority of the members present may adjourn the meeting from time to time without further notice.

ARTICLE IV
Officers

- 4.01 The officers of the subdivision shall be a President, one or more Vice Presidents (the number thereof to be determined by majority rule), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The property owners may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, to perform related duties in the absence or under the direction of standard officers.
- 4.02 The officers of the subdivision shall be elected annually by the property owners at the regular Annual Meeting of the subdivision. Each officer shall hold office until his successor shall have been duly elected and assumes the duties at the January meeting.
- 4.03 Any officers elected by property owners of the subdivision may be removed whenever, in the majority judgment, that the best interest of the community would be served thereby, but such removal shall be without prejudice, harassment, or rudeness of the officer so removed. Notice of their up and coming removal should be at least ten days in advance and they will be given a chance to resign. After the election to remove an officer they should be notified within seventy two (72) hours, with a request for any and all records pertaining to records, checking accounts, letters, etc. of the community.
- 4.04 A vacancy in any office because of death, resignation, removal or otherwise, may be filled by the property owners at a special called meeting and by majority rule.
- 4.05 The President shall be the principal executive officer of the subdivision and shall in general supervise and control all of the business and affairs of the subdivision. He/She shall preside at all meetings of the property owners. He/She may sign, with the secretary or any other proper officer of the subdivision, any deeds, mortgages, bonds, contracts or other instruments which the P.O.A. have authorized to be executed, except in cases where signing and execution thereof shall be expressly delegated by the P.O.A. or by these by-laws or by statute to some other officer or agent of the subdivision; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the property owners from time to time. The President will at no time be on any checking or savings account. The President will not act as individual in making decisions on behalf of the community without majority rule.
- 4.06 In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him by the President of the subdivision.
- 4.07 The Treasurer shall have charge and custody of and be responsible for all funds and securities of the subdivision; receive and give receipts for moneys due and payable to the subdivision from any source whatsoever, and deposit all such moneys in the name of the subdivision in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VI of these by-laws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the property owners. The Treasurer will have two signatures at all times on the account, turn in a monthly financial report, and make accounts available at all times for the problems or situations of the subdivision.
- 4.08 The Secretary shall keep the minutes of the meetings of the subdivision in one or more books provided for that purpose; give all notices in accordance with the provisions of these by-laws; be custodian of the community records, and all documents of the subdivision, and the execution of which on behalf of the subdivision is duly authorized in accordance with the provisions of these by-laws; keep a register of the post office address of each property owner which shall be furnished to the Secretary by each property owner, and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or majority of the property owners.

ARTICLE V
Committees (Only of subdivision)

- 5.01 The property owners may designate and appoint one or more committees, each of which shall consist of two or more members for the functions and operations of the subdivision. however, no such committee shall have the authority to amend, alter, or repeal the by-laws; to elect, appoint, or remove any member of any such committee. No committee shall adopt a plan or merger or adopt, without the Presidents knowledge and authority, a plan on consolidation with another subdivision; to authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the subdivision without the knowledge and authority of the President.
- 5.02 Other committees not having and exercising the authority of the property owners in the management of the subdivision may be designated by a resolution adopted by a majority of the members present at a meeting at which a quorum is present. Except as otherwise provided in such resolution members of each such committee shall be members of the subdivision and the President of the subdivision shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the subdivision shall be served by such removal.

Term of office

- 5.03 Each member of a committee shall continue as such until the next Annual Meeting of the members of the subdivision and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Chairman

- 5.04 One member of each committee may be filled by appointed chairman by the person or persons of the committee.

Vacancies

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

Quorum

- 5.06 Unless otherwise provided in the resolution of the property owners designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the property owners present at a meeting at which a quorum is present shall be the act of the committee.

Rules

- 5.07 Each committee may adopt rules for its own government not inconsistent with these by-laws or with the rules adopted by the property owners.

Standing Committees

- 5.08 Standing committees will be General Maintenance Committee, Deed Restriction Committee, Fund Raiser Committee, Advisory Board Committee, Clean-up Committee, Crime Watch Committee, Garden Club Committee, Community Awareness Committee, and Telephone Directory Committee.

ARTICLE VI
Contracts, Checks, Deposits and Funds
Contracts

- 6.01 The property owners may authorize any officer or officers, agent or agents of the subdivision, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the subdivision. Such authority may be general or confined to specific instances according to the President's knowledge and authority.

Checks and Drafts

- 6.02 All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the subdivision shall be signed by such officers, or agents of the subdivision and in such manner as shall from time to time be determined by resolution of the property owners, such instruments shall be signed by the Treasurer and counter signed by the President or a Vice President of the subdivision.

Deposits

- 6.03 All funds of the subdivision shall be deposited from time to time to the credit of the subdivision in such bank, trust companies, or other depositories as the property owners may select.

Funds

- 6.04 The property owners may accept on behalf of the subdivision any contributions, gifts, bequest or devise for the general purposes or for any special purpose of the subdivision.

ARTICLE VII
Books and Records

- 7.01 The subdivision shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its property owners and committees having any of the authority of the property owners, and shall be kept at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the subdivision may be inspected by any property owner or his agent or his attorney for any proper purpose at any responsible time.

ARTICLE VIII
Fiscal Year

- 8.01 The fiscal year of the subdivision shall begin on the first day of January and end on the last day of December of each year.

ARTICLE IX
Non-payment of assessments

- 9.01 When any member shall be in default in the payment of assessment for a period of twelve (12) months from the beginning of the fiscal year or period for which such assessment becomes payable, he/she shall be notified by Certified/Return mail that he/she is in the arrears and that if payment is not forthcoming, he/she will forfeit voting/vote rights in the subdivision. Exceptions to this non-payment of assessments, will be at the discretion of the majority of the property owners at a regular or special meeting, and should be properly executed as to the restrictions of the community.

ARTICLE X
Waiver of Notice

- 10.01 Whenever any notice is required to be given under the restrictions of the subdivision, or under the provisions of the By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI
Amendments to By-Laws

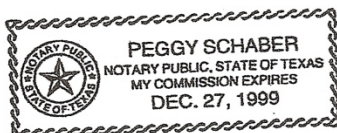
- 11.01 The by-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of the property owners present at any annual meeting or at any regular or special meeting, if at least two days written notice is given of an intention to alter, amend or repeal these by-laws at such meeting.

THE STATE OF TEXAS

COUNTY OF POLK

Before me, the undersigned authority, a Notary Public in and for Polk County, Texas on this day personally appeared George Day, President; Paul Stephens, Vice President; Donna Brooks, Treasure; Liz Ellis, Secretary known to me to be the persons whose names are subscribed to the foregoing instrument, and the said George Day, Paul Stephens, Donna Brooks, and Liz Ellis acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of February, 1995.



Peggy Schaber
Notary Public in and for Polk County, Texas

Officers of Wild Country Property Owners Association
Wild Country Lake Estates

George Day
President GEORGE DAY

Paul Stephens
Vice President PAUL STEPHENS

Liz Ellis
Secretary LIZ ELLIS

Donna Brooks
Treasurer DONNA SO BROOKS

Wild Country Property Owners PO Box 842 Livingston, Tx. 77351

STATE OF TEXAS }
COUNTY OF POLK }
I, BARBARA MIDDLETON, hereby certify that this instrument was FILED in the
file number assigned on the face and at the time stamped herein by me, and
was duly recorded in the Official Public Records in Volume and page of the
named RECORDS of Polk County, Texas as stamped herein by me on

FILED FOR RECORD

95 NOV 16 AM 9:03

BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS

NOV 16 1995



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS

RESTRICTIONS AND RESERVATIONS
FOR
WILD COUNTRY LAKE ESTATES

THE STATE OF TEXAS }

KNOW ALL BY MEN THESE PRESENCE;

COUNTY OF POLK }

That we the undersigned being property owners of the lands and premises described as follows: Certain tract of land situated on the G. S. Thomas survey abstract number 72 in Polk County, Texas, a subdivision shown on a plat recorded in volume 2, page 6 of the map records of Polk County, Texas, subdivision known as Wild Country Lake Estates, do hereby impress all of the lots included in the subdivision with the following restrictions;

1. The land hereby surveyed shall be used for the purposes of one private single family residence and appropriate uses accessory thereto. No building shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of the residence. Storage buildings will be allowed. No building, storage building, or structure shall be erected within twenty (20) feet of any of the front lines of said lot, since the lots fronts on the lake, also no building or structure shall be so located that the closest point thereof shall be nearer than twenty (20) feet from the waters edge of any lake.

No building or structure of any sort shall be built within five (5) feet of the sidelines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with a pleasing exterior. No structure shall have tar paper, roll brick siding or similar material on the outside walls. All structures must comply with Federal Laws and Regulations, and if restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the grantor of compliance with such Laws and Regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewer disposal systems shall be of the type approved or recommended by the state and local Department of Health, and shall be maintained by the grantee at all times in a proper, sanitary condition and in accordance with the pliable State and County sanitary laws. All plumbing and drains must be connected with water tight septic tanks of approved construction. No septic tank or line shall be placed within seventy (75) feet of the water edge. No sign of any description may be erected or placed on any portion of the land without the express written approval of the grantor, his heirs, executors or assignees.

2. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being a commercial lots.

3. Lot owners assume liability for any injury to himself or any member of his party using the recreational facilities of Wild Country Lake Estates.

4. There shall be reserved the utility easements and granted easements of said subdivision, and an easement over all streets ten (10) feet to either side of the street for the purpose installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes instant to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of anyone or of the owners or operators of such utilities, to remove any or all obstructions on said easement right of ways, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easement shall be for the general benefit of the subdivision and the property owners thereof or hereby reserved in creating in favor of any utility companies entering into and upon said property for the purposes of the foresaid, subject to the limitations as to the water service herein after set forth. There is also reserved for use of all public utility companies an unobstructed serial easement five (5) feet wide from a plane fifteen (15) feet above the ground upward, located adjacent to the said easements reserved hereby.

5. Property owners reserve the exclusive right at all times to use any and all acres reserved and dedicated as public utilities easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing all kinds and types of water lines, mains or pipes, as well as other equipment necessary or incidental to the operation or maintenance of water service and/or supply systems, and it's appurtenances, to service, furnish or supply this subdivision with water. The same shall apply to a sewage system and to a television cable system.

6. The land to be conveyed hereunder shall be subject to the reservation of all minerals in and under the property and premises conveyed hereby and subject to any and all oil and gas leases effecting such land and subject to all easements, right of way stipulations, restrictions, and reservations of record effecting such land.

7. There is reserved unto all property owners, the heirs, administrators, and assigns, and unto the owners of all residential tracts of said subdivision, the area designated as "park" on the plat of said subdivision as community ownership for parking and other community type activities. All owners and there guests in the presence of said owners of a lot of the subdivision of Wild Country Lake Estates shall have the use of all lakes for fishing, but at no time shall any of the above named or mentioned persons ever take fish from said lake by seining, netting, trapping or any other commercial method. Any rights herein above granted to fishing in lakes are subject to the ramification by the subdivision herein, their heirs or assigns if any of the above stipulations or covenant are violated.

8. No hunting shall be allowed on the lakes or any area in said subdivision at any time. The use or discharge of firearms in said subdivision is prohibited.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. Trash, garbage, rubbish or any other waste shall be kept only in sightly, sanitary containers. There will be no commerial incinerators used for the storage or disposal of such materials to be kept in this subdivision. Each lot owner shall be responsible for the disposal of his own garbage, trash, and rubbish.

10. No unsightly storage and/or junk vehicles (eg. those vehicles without motors, missing vital parts, not having inspection sticker or current license) presenting a health hazard to the community shall be permitted within Wild Country Lake Estates.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be an annoyance or nuisance to the neighborhood or the subdivision as a whole.

12. No mobile home may be placed on any lot unless said mobile home has complete sanitary facilities, including among others, a lavatory, toilet, washbasin, tub or shower, kitchen sink, and must be connected to sewage outlets within 60 days.

13. Mobile home utilities shall be brought into or exit from the home, underground from the easement line or septic system and be connected to the home within that area of the home covered by the subdivisions approval.

14. No boats, trailers, or truck camper tops may be parked in within or on the twenty foot (20) easement line of any tract of land.

15. Upon the sale or execution contract for deed, the purchaser of any lot or lots in Wild Country Lake Estates shall be responsible and liable for a maintenance charge by the year. This is for the purpose of creating a fund to be known as Wild Country Lake Estates Maintenance Fund and is to be paid by the owners of each lot in conjunction with a like charge to be paid by the owners of the other lots in Wild Country Lake Estates, the same to be secured by vendors lien upon such lots. Such sum shall be paid at the time of the purchase of a lot and on the same date thereafter once a year to the Property Owners of Wild Country Lake Estates. A yearly charge will be adjusted at the beginning of each Fiscal Year by the Property Owners Association as the need of the Property Owners may in their judgment require, but in no event shall such a charge be raised more than 10 % and not without a majority vote of the property owners. Funds arising from said charge will be applied so far as is sufficient towards the payment of maintenance expenses or construction cost incurred for any or all of the following purposes; lighting, improving and maintaining the streets, caring for vacant lots, or maintenance of our clubhouse and facilities and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of the property owners to keep the property neat and in good order in which they consider of general benefit to the owners or occupants of the subdivision. It shall be understood that the judgment of said property owners in their expenditure of said funds shall be final so long as such judgment is exercised in good faith.

16. All owners of lots shall be subject to such maintenance charge by acceptance of property owners deed or contract for deed. Each purchaser consents and acknowledges that said Property Owners Association shall have no obligation to furnish maintenance, are do any other things described in these restrictions other than from the maintenance fund.

17. There shall be no destruction or decimation of any of Wild Country Lake Estates property by any person, property owner, are otherwise.

18. All residential lots must be neatly maintained, kept free of all trash, rubbish, garbage, etc. and mowed. This shall be the responsibility of each lot owner and if not adhered to, will be handled by the subdivision at the lot owners expense, only after 60 days certified written notice has been sent to the property owner.

19. No poultry or stock pens shall be allowed within one hundred and fifty (150) feet of any water well constructed by the subdivision for purposes of furnishing water to lot owners within the subdivision. Anyone owning poultry or stock pens shall keep neat pens, safe pens, and well constructed pens to maintain and hold all poultry and stock.

20. No lot shall be used for storage of any material, except that required for the construction of authorized buildings, which material shall be used or removed within a reasonable length of time.

21. Dirt shall not be piled upon any lot, except that which is necessary in connection with landscaping, and dirt shall not be removed from any lot without written permission of the property owners committee.

Committee

The Property Owners Committee, any vacancy on the committee, resulting from death or resignation of any member on the committee, or from the refusal or inability of any such member to serve, maybe be filled by appointment by the remaining member or members of the committee. At which time written notice of each meeting called to elect a new committee shall be mailed to each property owner as his last known address. at least ten (10) days before the date of the meeting.

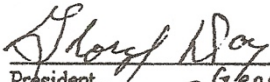
At each election, the owner or owners of each lot shall be entitled to one vote. Votes may be cast in person or by holders of properly executed written proxies.

The committee shall function as representatives of all property owners of said subdivision and shall be authorized to collect and expend, in the interest of the subdivision as a whole, the maintenance fund herein after created; in force, by appropriate proceedings, foregoing restrictions; and force are release any lien imposed on any lot by reason of a violation of any of the foregoing restrictions, or by reason of failure to pay the maintenance charge herein after provided for, and, approve or reject plans and specifications for buildings to be erected in said subdivision; and approve or reject any reasonable requests by property owners, such as overnight camping privileges near or around the lake.

Be It Known That; These covenants and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date that these covenants are recorded with the county clerk of Polk County, Texas, after which time said covenants and restrictions shall be extended automatically for successive periods of ten (10) years, unless a instrument signed by majority of the then property owners have been recorded, agreeing to change said covenants and restrictions in whole are in part, are to have rewritten them.

If any one or more of the foregoing restrictions or provisions shall become or be held to be invalid, by reason of waiver, judicial decision or otherwise, the other restrictions set forth above shall not be affected thereby but shall remain in full force and affect.

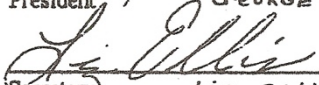
Officers of Wild Country Property Owners Association
Wild Country Lake Estates



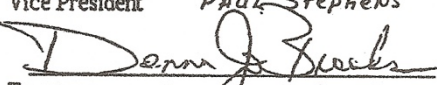
President GEORGE DAY



Vice President PAUL STEPHENS



Secretary LIZ ELLIS



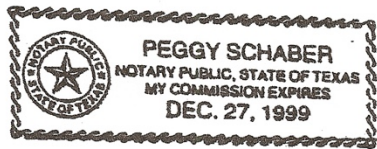
Treasurer DONNA JO BROOKS

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THE STATE OF TEXAS
COUNTY OF POLK

Before me, the undersigned authority, a Notary Public in and for Polk County, Texas on this day personally appeared George Day, President; Paul Stephens, Vice President; Donna Brooks, Treasure; Liz Ellis, Secretary known to me to be the persons whose names are subscribed to the foregoing instrument, and the said George Day, Paul Stephens, Donna Brooks, and Liz Ellis acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of February, 1995.



Peggy Schaber
Notary Public in and for Polk County, Texas

STATE OF TEXAS)
COUNTY OF POLK)
I, BARBARA F. LITTLETON, County Clerk, do hereby certify that this instrument was filed in the
file number indicated on the date and at the time stamped hereon by me; and
was duly recorded in the Official Public Records in volume and page of the
same as indicated on the Official Public Records as stamped hereon by me on

NOV 16 1995



Barbara F. Littleton
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

95 NOV 16 AM 9:03

BARBARA F. LITTLETON
COUNTY CLERK
POLK COUNTY, TEXAS