

VG-255-2023-2304426

**Freestone
County
Renee Reynolds
Freestone County
Clerk**

Instrument Number: 2304426

Real Property Recordings

CERTIFICATE

Recorded On: October 18, 2023 02:16 PM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$66.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 2304426
Receipt Number: 20231018000021
Recorded Date/Time: October 18, 2023 02:16 PM
User: Jamie M
Station: CCLERK01

Record and Return To:

THE WILDERNESS POA



STATE OF TEXAS
COUNTY OF FREESTONE

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Freestone County, Texas.

Renee Reynolds
Freestone County Clerk
Freestone County, TX

Renee Reynolds

**CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FREESTONE

§

§

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located."; and

WHEREAS, THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Freestone County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Wilderness Property Owners Association, Inc., executed by Obe Veldman, as Declarant, and recorded at Volume 0970, Page 505 in the Real Property Records of Freestone County, Texas, entitled "Declaration of Covenants, Conditions and Restrictions of The Wilderness" subjected to the scheme of development therein certain land located in Freestone County, Texas and was later restated, amended and superseded by the Restated and Amended Declaration of Covenants, Conditions and Restrictions of The Wilderness recorded at Volume 1360, Page 793 et. seq. of the Real Property Records of Freestone County, Texas; and

WHEREAS, The Association is governed by Bylaws filed in the Real Property Records of Freestone County, Texas, including any amendments thereof and supplements thereto;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association and entitled "Covenant Enforcement and Fining Policy".

[signature page follows]

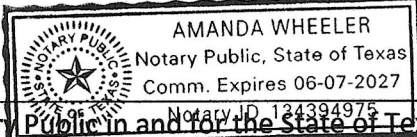
EXECUTED as of the 18 day of October, 2023

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.,
A Texas non-profit corporation

By: Jeffery Robinson
Jeffery Robinson, President and Duly Authorized Officer/Agent,
The Wilderness Property Owners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF FREESTONE §

This instrument was acknowledged before me on the 18 day of October, 2023
by Jeffery Robinson, President and duly authorized representative of The Wilderness Property
Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.


Notary Public in and for the State of Texas

After Recording, Return to:
Wilderness Property Owners Association, Inc.
400 FM 416
Streetman, Texas 75859

Covenant Enforcement and Fining Policy

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

This Covenant Enforcement and Fining Policy for The Wilderness Property Owners Association, Inc. is made effective as of the date of its filing in the Freestone County, Texas Real Property Records.

WHEREAS, Section 209.0061 of the Texas Property Code requires a property owners association board to adopt an enforcement policy regarding the levying of fines by the association and specifies certain requirements thereof with respect to all fines becoming due on or after December 1, 2024, and the Board of Directors of The Wilderness Property Owners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants, rules and requirements set forth in the Restated and Amended Declaration of Covenants, Conditions and Restrictions of The Wilderness (the "Declaration") and the Bylaws for The Wilderness Property Owners Association, Inc. recorded in the Real Property Records of Freestone County, Texas, and the rules and regulations otherwise promulgated by the Association for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the restrictive covenants of the Declaration and for the elimination of violations of such provisions found to exist in, on and about Lots within The Wilderness and the same are to be known as the "Covenant Enforcement and Fining Policy" (herein referred to as the "Enforcement Policy") of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within The Wilderness.

1. Establishment of Violations. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. The existence of a Violation will be verified firsthand by a field observation conducted by a member of the Board or a delegate of the Board. For the purpose of this Enforcement Policy, the delegate of the Board may include a property manager employed by the Association, an officer of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s);
- b. Identification by street address or legal description, if available, of the Lot on which the Violation exists;
- c. Date of the Violation observation; and
- d. Name of the person making such observation.

Within five (5) business days of receipt of the field observation report, the Board or its delegate may forward to the Owner of the Lot in question written notice via personal delivery, electronic delivery, regular first-class mail or via postcard of the discovery of the Violation(s) (the "Courtesy Notice").

Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s) without incurring any sanctions or fines. The Board or its delegate may, at their own discretion, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below. Additionally, the Board may elect to send more than one Courtesy Notice prior to proceeding forward to a Notice of Violation.

3. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association shall forward to the Owner of the Lot in question written notice of the Violations(s) by certified mail, return receipt requested (the "Notice of Violation"). The Notice of Violation, if required, shall state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner;
- b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner;
- c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for the property damage;
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed;
- e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing;
- f. The recipient may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C app. Section 501 et seq.), if the Owner is serving on active military duty;
- g. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and cost will be charged to the Owner;
- h. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board; and
- i. A Notice of Violation is not required if the Owner was sent a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and /or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below.

4. Final Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation and the Owner has not requested a hearing, the Association may, at its discretion, forward to the Owner of the Lot in question a final notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") or may impose the previous noticed sanction and/or fine without any further notice, or may take action pursuant to Section 8 or 9 hereof. Any Final Notice of Violation may be sent by the Association to the Owner by regular first-class mail or by certified mail, return receipt requested.

5. Request for a Hearing. If the Owner challenges the proposed action delineated in the Notice of Violation by timely requesting a hearing, the hearing shall be held in executive session of the Board, a committee comprised of members of the Board, or a delegate of the Board no later than the 30th day after the date the Board receives the Owner's request for a hearing. Any such hearing shall be conducted in accordance with Section 209.007 of the Texas Property Code. Notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanctions, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) business days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured to the Board's satisfaction within the ten-business day period. Such suspension shall not constitute a waiver of the right to sanction future violation of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a committee of the Board or delegate of the Board, the Owner shall have the right to appeal the decision made by the Board's appointed committee or delegate to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the entire Board shall be held in the same manner as provided in Paragraph 5.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken by the Association (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon written request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist and a Notice of Violation has been given with no cure having been made within the time period specified and no hearing has been requested by the Owner, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without unreasonable expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

- a. The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of the undertaking of the action;
- b. Any and all costs incurred in correcting or eliminating the Violation shall be the responsibility of the Owner causing such Violation and shall be referred to the Association to be recovered from the Owner; and
- c. The Owner shall be liable to the Association and its agents and contractors or any third party for trespass or any damage or cost alleged to arise by virtue of action taken under this Paragraph 8.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and a Notice of Violation has been given with no cure having been made within the time period specified and no hearing has been requested by the Owner, and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation or a suit for damages or reimbursement or the filing of or foreclosing on an assessment lien. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of the Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

- a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have absolute discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within the Association which may include a progression of fines for repeat offenders. The initial schedule of fines is attached hereto as Exhibit "A";
- b. The general categories of restrictive covenants for which the Association may assess fines is attached hereto as Exhibit "B";
- c. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration or this Enforcement policy; and
- d. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners as an individual assessment under the Declaration and may be the subject of a filed assessment lien.

11. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by the United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing to Association or, if no such address has been designated, to the address of the Lot of the Owner.

- a. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may, but shall not be required, to be given to such third party in addition to the Owner;
- b. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent; and

- c. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

12. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand for by Management, will be referred to the Board of Directors of the Association for collection and may be secured by a filed assessment against the property.

13. Uncurable Violations & Threats to Public Health and Safety. Should a Violation be of an uncurable nature or pose a threat to public safety, then the Association may, but shall not be required, to notify the Owner of the fine to be imposed and of the Owner's right to appeal, without first providing a grace period to cure. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of the ordinary resident. A Violation is considered uncurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. Examples of curable and uncurable Violation may be found at Section 209.006 of the Texas Property Code.

14. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Enforcement Policy and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the this Enforcement Policy was adopted by a majority vote of the Board of Directors at a properly noticed meeting of the Board in October 16 of 2023, and has not been modified, rescinded or revoked.

[signature page follows]

EXECUTED to be effective as of the 18 day of OCTOBER, 2023

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.,
A Texas non-profit corporation

By: Jeffery Robinson
Jeffery Robinson, President and Duly Authorized Officer/Agent,
The Wilderness Property Owners Association, Inc.

EXHIBIT A

Schedule of Fines for Specific Violations Continuing After Any Applicable Notice and Cure Period

| | |
|--|---|
| Speeding | \$25.00-\$200.00 |
| Road Use, load, or permit violations | |
| a. Exceeding Weight Limits without permit | a. \$1,000.00-\$6,000.00 |
| b. Entry without permit when no fee required | b. \$1,000.00-\$1,500.00 |
| c. Exceeding permitted weight limit with permit | c. \$500.00-\$4,000.00 |
| d. Violation of any other term of road use permit, permit regulations, load or use requirements not otherwise specified. | d. \$50.00- \$2,500.00 |
| Underage driving or driving on unpaved shoulders or ditches (plus cost of damage if any) | \$25.00-\$2,000.00 |
| Violations of Dumping regulation | \$25.00-\$200.00 |
| Failure to mow lots 2 nd and subsequent violations within the same calendar year | |
| a. Assessed on 11 th day after violation | a. \$75.00 |
| b. Additional fine <u>per day</u> after 11 th day | b. \$10.00 |
| Camping in excess of permitted days | \$100.00 per day |
| Leaving trailers, boats or RV's in driveway or yard | \$50.00-\$100.00 per day |
| Beginning construction of any building or improvement requiring a building permit without obtaining a permit or in violation of the terms of any permit issued | \$50.00-\$400.00 per day |
| Failing to complete or prosecute construction within the time periods required by the Declaration (Article III, Section 5) | \$250.00 per day until violation is cured |
| Failing to complete landscaping of a newly constructed residence within the time period required by the Declaration (Article III, Section 1) | \$100.00 per day until violation is cured |
| Violation of any other provision of the Declaration or rules not otherwise specified above or in the Declaration or such rules | \$10.00-\$200.00 per day |

Board Discretion: The Board of Directors hereby reserves its authority to levy a fine from the schedule of fines that varies on a case-by-case basis. The Board of Directors may increase or decrease fine amounts at their sole and absolute discretion. The fine amount as determined by the Board of Directors shall be final and binding upon the Owners within the Association. Instances in which the Board of Directors may increase fine amounts include, but are not limited to, violations which threaten the health or safety of a member or their guest, or damage to roads or community property or repeated violations by an Owner of the same rule or restriction.

EXHIBIT B

General Categories of Restrictive Covenants/Rules for Which the Association May Assess Fines

Violations of Declaration provision or provisions of other recorded dedicatory instruments regarding, without limitation:

- Road use
- Maintenance of property and landscaping
- Construction of improvements
- Camping
- Storage of vehicles
- Use of dumping, burn pile and storage area
- Disturbance of neighbors
- Payment of amounts due