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MEMORANDUM OF DEDICATORY INSTRUMENTS FOR THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS

COUNTY OF FREESTONE

WHEREAS, Texas Property Code Section 202.006 requires that property owners associations file for record in the office of the county clerk of the county in which the property is situated any "dedicatory instrument" that such association wishes to enforce after January 2, 2000 against any present or future property owner; and

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WHEREAS, The Wilderness Property Owners Association, Inc. is a Texas nonprofit corporation (the "Association") and is the property owners association governing the property (collectively, and hereinafter called the "Property") described in that certain RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WILDERNESS which is the found of record in Volume 01360, Pages 00793 through 00868 of the Real Property Records of Freestone County, Texas; and

WHEREAS, in addition to the Declaration, the Association and the Property are also governed by certain unrecorded documents including, without limitation, (i) the Articles of Amendment to Articles of Incorporation of The Wilderness Property Owners Association, Inc. filed in the Office of the Secretary of State of Texas on July 17th, 2006, and bearing file number 800551325, a copy of which is attached hereto and made a part of as Exhibit A, (ii) the Bylaws of The Wilderness Property Owners Association, Inc., a copy of which is attached hereto and made a part hereof as Exhibit B, (iii) Additional Rules of The Wilderness Property Owners Association, Inc. dated the 12th day of December, 2007, a copy of which is attached hereto and made a part hereof as Exhibit C; (collectively the Additional Dedicatory Instruments).

NOW, THEREFORE, the undersigned, acting on behalf of the Association, records this Memorandum and the attached Additional Dedicatory Instruments as the dedicatory instruments(in addition to the Declaration) pertaining to the Association and the Property in compliance with Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates indicated in the acknowledgments below.

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

By: _____
George DeHaven
President and Director

By: _____
Ron Cherry
Director

By: _____
Wayne Skaggs
Director

By: _____
Larry Laske
Vice-President and Director

By: _____
Robert Gage
Secretary and Director

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this the 17 day of December, 2007, by George DeHaven, President and Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)

Carolyn M Roberts
Notary Public in and for the State of Texas

CAROLYN M. ROBERTS
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-22-2009

Carolyn M Roberts
Print name of notary

My Commission Expires: 12-22-09

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this the 17 day of December, 2007, by Wayne Scaggs ,Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)

JANE H GUERIN
Notary Public, State of Texas
My Commission Expires
October 13, 2010

Jane H. Guerin
Notary Public in and for the State of Texas

Jane H. Guerin
Print name of notary

My Commission Expires: Oct. 13, 2010

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this the 17 day of December, 2007, by Robert Gage, Secretary and Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)

JANE H GUERIN
Notary Public, State of Texas
My Commission Expires
October 13, 2010

Jane H. Guerin
Notary Public in and for the State of Texas

Jane H. Guerin
Print name of notary

My Commission Expires: Oct. 13, 2010

Exhibit "A"

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

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Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

The Wilderness Property Owners Association, Inc.
800551325

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The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

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Dated: 07/17/2006
Effective: 07/17/2006

Roger Williams
Secretary of State

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FILED
In the Office of the
Secretary of State of Texas

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Corporations Section

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

April 22, 2006

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE I

The name of the corporation is The Wilderness Property Owners Association, Inc. (the "Association").

ARTICLE II

Article IV of the Articles of Incorporation of the Association is hereby deleted in its entirety and the following is inserted in lieu thereof:

Purposes

The purposes for which the corporation is organized are to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions of The Wilderness (hereinafter called the "Declaration") effective as of April 22, 2006 and recorded in the Deed Records of Freestone County, Texas, as the same may be amended and/or supplemented from time to time as therein provided, such Declaration being incorporated herein as if set forth at length. All terms with initial capital letters which are not defined herein shall have the meanings set forth in the Declaration. The powers of the Association shall include the following:

(a) to fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration;

(b) to pay all expenses of the Association incident to the conduct of the business of the Association, including all taxes or governmental charges levied or imposed against the property of the Association;

(c) to acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) to dedicate, sell or transfer all or any part of the Commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members in the manner provided in the Declaration; and

(e) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have which are incident to the above purposes.

ARTICLE III

Article V of the Articles of Incorporation of the Association is hereby deleted in its entirety and the following is inserted in lieu thereof:

Owners and Membership

Every Owner of a Tract in the Project shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Tract. In the event a Tract is owned by more than one person, all co-Owners shall be entitled to the privileges of membership subject to the restrictions on voting set forth in these Articles of Incorporation. The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or Owner's spouse. The membership rights and privileges of an Owner which is a corporation, partnership or other legal entity shall be exercised by the individual designated from time-to-time by the Owner in a written instrument provided by the Secretary of the Association. The Developers shall also be considered to be a member of the Association.

ARTICLE IV

Voting

Article VI of the Articles of Incorporation of the Association is hereby deleted in its entirety and the following is inserted in lieu thereto:

Prior to the Conversion Date (hereinafter defined), each Owner other than Developers shall be a "Class A Member" and Developers shall be a "Class B Member", with each Class A Member having one vote for each Lot owned and the Class B Member having a number of votes which is equal to all of the votes of the Class A Members combined plus one (1) additional vote. On and after the Conversion Date, the distinction between the Class A Members and the Class B Member shall be immediately and automatically eliminated without further action by any party and all Owners (including Developers) shall have one (1) vote for each Lot owned. As used herein the "Conversion Date" shall mean the earliest date on which of all vacant land which is a part of The Wilderness and remains owned by Developers, and prior to any sale thereof, has a total value of less than One Million Dollars ($1,000,000.00) as established by an appraisal prepared by a state certified appraiser with at least five (5) years experience in appraising residential real property similar to The Wilderness and located in the general vicinity of The Wilderness. The cost of any such appraisal shall be borne by the Association and such appraisal

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shall be instituted upon the written request of at least twenty-five percent (25%) of the Owners. If the Owners requesting said appraisal and the Developers cannot agree upon the appraiser, each shall appoint an appraiser having the qualifications described above. In the event that said two (2) appraisers cannot agree on a value of the land then owned by Developers, said two (2) appraisers shall appoint a third appraiser and the appraised value shall be deemed to be the average of the two (2) appraisals which are closest in value. In any situation where a Member is entitled to personally exercise the vote for his or her Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to exercising any such vote. In the absence of such advice, the vote for such Lot shall be suspended if more than one person seeks to exercise such vote. In no event shall more than one (1) vote be cast with respect to any Tract owned by such members.

ARTICLE V

These Articles of Amendment were adopted by a vote of not less than seventy-five percent of the votes cast by the members in person or by proxy at a meeting of the members held on April 22, 2006 at which a quorum of the members was present.

IN WITNESS WHEREOF, these Articles of Amendment have been executed as of the date first set forth above.

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Ron Cherry, President of the Board of Directors of the Association

Exhibit "B"

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BYLAWS

OF

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

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TABLE OF CONTENTS

		Page
ARTICLE I.	NAME AND ADDRESS	1
ARTICLE II.	GENERAL	1
ARTICLE III.	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	1
Section 1.	Membership	1
Section 2.	Voting Rights	2
Section 3.	Membership Rights Subject to Payment of Assessments	2
Section 4.	Suspension of Rights	2
ARTICLE IV.	DIRECTORS	2
Section 1.	Number and Election	2
Section 2.	Vacancies	2
Section 3.	Powers and Duties	3
ARTICLE V.	MEETINGS OF THE BOARD OF DIRECTORS	3
Section 1.	Annual Meetings	3
Section 2.	Special Meetings	3
Section 3.	Quorum	3
Section 4.	Notice of Meetings	3
Section 5.	Actions Without a Meeting	4
Section 6.	Telephone Meetings	4
Section 7.	Procedure and Records	4
Section 8.	Resignation and Removal	4
ARTICLE VI.	NOMINATION AND ELECTION OF DIRECTORS	4
Section 1.	Nomination	4
Section 2.	Election	4
ARTICLE VII.	COMPENSATION OF DIRECTORS	5
Section 1.	No Compensation	5
ARTICLE VIII.	NOTICES	5
Section 1.	Procedure	5
Section 2.	Waiver	5
ARTICLE IX.	OFFICERS	5
Section 1.	Generally	5
Section 2.	Election	5
Section 3.	Other Officers	5
Section 4.	No Compensation	5
Section 5.	Term	5
Section 6.	President	6
Section 7.	Vice President	6

Section 8.	Secretary	6
Section 9.	Treasurer	6
Section 10.	Assistant Secretary	6
Section 11.	Assistant Treasurer	6
Section 12.	Resignation and Removal	7
ARTICLE X.	DISBURSEMENT PROVISIONS	7
Section 1.	Disbursements	7
ARTICLE XI.	COMMITTEES	7
Section 1.	Generally	7
Section 2.	Architectural Committee	7
ARTICLE XII.	MEETING OF MEMBERS	7
Section 1.	Place	7
Section 2.	Date and Time	7
Section 3.	Special Meetings	8
Section 4.	Notices	8
Section 5.	Quorum	8
Section 6.	Proxies	8
Section 7.	Actions Without a Meeting	8
Section 8.	Presiding Officer	8
ARTICLE XIII.	GENERAL PROVISIONS	9
Section 1.	Fiscal Year	9
Section 2.	Seal	9
Section 3.	Rules of Meetings	9
ARTICLE XIV.	INDEMNIFICATION	9
ARTICLE XV.	BOOKS AND RECORDS	9
ARTICLE XVI.	AMENDMENTS	9
Section 1.	Amendments	9
Section 2.	Conflicting Provisions	9
Section 3.	Construction	10

BYLAWS

OF

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I.

NAME AND ADDRESS

The name of this Corporation is The Wilderness Property Owners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 400 FM 416, Streetman, Texas 75859. The Association shall have and continuously maintain a registered office and a registered agent as required by the Texas Non-Profit Corporation Act. Such registered office and registered agent may be changed from time to time by the Board of Directors.

ARTICLE II.

GENERAL

The words "Association," "Project," "Commons," "Board," "Tract," "Owner," "Developers" and "Member" when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the same meaning as they have in that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions of The Wilderness ~~effective as of _____, 2005, and~~ recorded in ~~Volume _____, Page _____;~~ the Deed Records, Freestone County, Texas (such Restated and Amended Declaration being hereinafter referred to as "the Declaration"), which Declaration is incorporated herein by reference for all purposes. In the event of any conflict between the language of these Bylaws and the Declaration, the language of the Declaration shall control. The headings used in these Bylaws are for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Tract shall automatically be and must remain a Member of the Association in good standing. No Owner, whether one or more persons, shall have more than one membership per Lot owned. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any Lot. In the event a Lot is owned by more than one person, all co-Owners shall be entitled to the privileges or membership subject to the restrictions on voting set forth in the Association's Articles of Incorporation. The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's spouse. The membership rights and privileges of an Owner which is a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

Section 2. **Voting Rights**. The Association shall have such voting rights as are set forth in the Association's Articles of Incorporation, as amended from time to time, the Declaration and as hereinafter provided.

Section 3. **Membership Rights Subject to Payment of Assessments**. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Tract against which such assessments are made as provided by Article VII of the Declaration.

Section 4. **Suspension of Rights**. The voting rights and the rights to use all common areas and facilities of any Member may be suspended by action of the Board of Directors during the period when any of the assessments described in Article VII of the Declaration remains unpaid by such Member or during any period in which a Member is in violation of any of the provisions of the Declaration, in either case for a period of thirty (30) days after notice of such default is given and such default remains uncured; but, upon payment of such assessments or cure of such other default, such voting and other rights shall be automatically restored so long as such payment or cure is effectuated in full prior to foreclosure of the lien for assessments provided for in Article VII of the Declaration.

ARTICLE IV.

DIRECTORS

Section 1. **Number and Election**. The number of directors of the Association shall be five (5). Each of the directors shall be a Member of the Association or a spouse of a Member provided that, prior to the Conversion Date, Developers may designate ~~one or more~~**up to three** representatives who are not required to be Members of the Association **and** who may be elected as directors**; provided, however, that notwithstanding the above, at all times prior to the Conversion Date, two (2) of the five (5) members of the Board of Directors shall be Owners who are not related to or affiliated with the Developers**. If a director shall cease to meet such qualification during his term, he will thereupon cease to be a director and his place on the Board of Directors shall be deemed vacant. The directors shall be elected at the annual meeting of the Members as provided in Article VI of the Declaration, except as provided in Section 2 of this Article. Each director elected shall hold office for his designated term or until his successor is elected and qualified. Directors shall serve for a three (3) year term provided that for the purpose of creating staggered terms, the initial directors shall have the following terms: two (2) directors shall have a three (3) year term; two (2) directors shall have a two (2) year term and one (1) director shall have a one (1) year term. After these initial terms each director shall be elected for a three (3) year term. Cumulative voting by Members shall not be permitted.

Section 2. **Vacancies**. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even if less than a quorum of the Board of Directors. If such vacancy cannot be filled by the affirmative vote of majority of the remaining directors, such replacement director(s) shall be elected by a majority of votes cast at a special meeting of the Members. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an

increase in the number of directors shall be filled at an annual meeting of the Members or at a special meeting of the Members entitled to vote, called for that purpose. Any director may be removed from the Board of Directors, with or without cause, by a majority of the votes cast at an annual meeting of the Members or at a special meeting of the Members called for that purpose.

Section 3. Powers and Duties. The business and affairs of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, by the Articles of Incorporation (the "Articles"), by these Bylaws or by the Declaration specifically directed or required to be exercised and done by the Members. Certain powers and duties of the Board of Directors are set forth in Article IV of the Articles and in the Declaration. In addition, the Board of Directors shall also have the power and authority to declare the office of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive meetings of the Board of Directors after notice of each has been given.

ARTICLE V.

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Annual Meetings. The Board of Directors shall meet each year within one (1) month following the annual meeting of the Members for the transaction of such business as may be properly brought before it. Written notice of the annual meeting shall be given to each director at least three (3) days before the date of the meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or by any director. ~~Written~~**Except with respect to meetings described in Section 6 of this Article V, written** notice of special meetings of the Board of Directors shall be given to each director at least **seven (7) days before the date of the meeting. Written notice of special meetings described in Section 6 of this Article V shall be given to each director at least** three (3) days before the date of the meeting.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles or the Declaration. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4. Notice of Meetings. Notice of meetings of the Board of Directors other than the regular annual meeting shall be given in writing by mail, facsimile or other electronic transmission or by personal delivery to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be given three (3) days after being deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by facsimile or other electronic transmission, such notice shall be deemed to be delivered when the facsimile or other electronic transmission has been transmitted. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the

express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by these Bylaws or by the Declaration.

Section 5. Actions Without a Meeting. Any action required by law to be taken at a meeting of the Board of Directors or a committee, or any action which may be taken at such a meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board of Directors or committee, as the case may be, entitled to vote with respect to the subject matter thereof. Any such signed consent, or a copy thereof, shall be placed in the minute book of the Association.

Section 6. Telephone Meetings. Directors may participate in and hold a meeting of directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 6 shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 7. Procedure and Records. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the Association.

Section 8. Resignation and Removal. Any director may resign by giving written notice to the Secretary. At any special meeting of the Members called expressly for the purpose of removing a director or directors, any director may be removed with or without cause by a majority of the votes cast of such meeting.

ARTICLE VI.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made in writing to the President at the office of the Association at least thirty (30) days prior to the annual or special meeting of Members providing for the election of directors. Such nominations may be made only by a Member.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at every annual or special meeting of the Members providing for the election of directors. At such election, the Members or their proxies may cast votes in accordance with Article III, Section 2 hereof. For all meetings of the Members providing for the election of directors, the nominated person(s) receiving the largest number of votes shall be elected to serve as director(s) for a term of three years (3) each (or until their successor is duly elected); provided, that the initial directors shall be assigned the terms set forth in Article IV, Section 1 in a manner such that the directors receiving the larger number of votes receive the longer terms. Directors may be reelected for successive terms and there shall be no limit on the number of terms a director may serve.

ARTICLE VII.

COMPENSATION OF DIRECTORS

Section 1. **No Compensation**. The directors of the Association shall serve without compensation. Nothing herein shall preclude any director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE VIII.

NOTICES

Section 1. **Procedure**. Notices to Members shall be in writing and delivered personally or mailed to the Members at their addresses appearing on the books of the Association. Notice shall be deemed to be given when personally delivered or, if by mail, three (3) days after being deposited in the United States mail addressed to the Member at his address as it appears on the books of the Association with postage thereon prepaid or such other method of notice as shall be adopted by the Board.

Section 2. **Waiver**. Whenever any notice is required to be given to any Member under the provisions of any statute or of the Articles, these Bylaws or the Declaration, 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 equivalent to the giving of such notice. Attendance of any Member at a meeting shall constitute a waiver of notice of such meeting.

ARTICLE IX.

OFFICERS

Section 1. **Generally**. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be directors and elected by the Board of Directors. Any two offices may be held by the same person.

Section 2. **Election**. The Board of Directors at its first meeting after each annual meeting of Members shall elect the officers of the Association.

Section 3. **Other Officers**. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors, none of whom need be directors.

Section 4. **No Compensation**. All officers of the Association shall serve without compensation. Nothing herein shall preclude any officer from serving the Association in any other capacity and receiving compensation therefor.

Section 5. **Term**. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without notice whenever in its judgment the best interests of the Association will be

served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any vacancy occurring in any office of the Association by death, resignation, removal or otherwise, shall be filled by the Board of Directors.

Section 6. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association. He shall, in his capacity as President, co-sign all promissory notes of this corporation; and in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President 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. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all required notices of meetings, assessments and otherwise are duly given in accordance with the provisions of these Bylaws, the Declaration and/or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws and to which any party requires the seal be affixed; keep a register of the mailing address of each Member; 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 or her by the President or by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association and from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as directed by resolution of the Board of Directors or required by the Declaration. The Treasurer shall keep or cause to be kept proper books of account for the Association. He shall prepare or cause to be prepared an annual budget and an annual balance sheet statement and copies of the budget and balance sheet statement shall be delivered to the Members at the annual meeting of the Members. He shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section 10. Assistant Secretary. The Assistant Secretary shall assume the duties and powers of the Secretary during the Secretary's absence or disability. The Assistant Secretary also shall assume such other powers and duties as may be delegated to the Assistant Secretary from time to time by the Board of Directors or the President.

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Section 11. Assistant Treasurer. The Assistant Treasurer shall assume the duties and powers of the Treasurer during the Treasurer's absence or disability. The Assistant Treasurer also shall assume such other powers and duties as may be delegated to the Assistant Treasurer from time to time by the Board of Directors or the President.

Section 12. Resignation and Removal. Any officer may resign by giving written notice to the President or the Secretary. Any officer elected or appointed may be removed by the Board of Directors whenever in the judgment of the Board of Directors the best interests of the Association will be served thereby.

ARTICLE X.

DISBURSEMENT PROVISIONS

Section 1. Disbursements. All checks, notes and drafts of the Association must be signed by two directors of the Association, one of which is either the President or the Treasurer.

ARTICLE XI.

COMMITTEES

Section 1. Generally. The Board of Directors may appoint such committees with such powers and duties consistent with applicable law as it deems advisable. Unless otherwise provided in the Declaration, each committee shall consist of two or more Members and shall include a member of the Board of Directors. All members of committees shall be appointed annually by the Board of Directors. In the event of death, dismissal or resignation of any member of a committee, the Board of Directors shall designate a successor for the remainder of such member's term.

Section 2. Architectural Committee. The Architectural Committee shall be a standing committee of the Association. The Architectural Committee shall be appointed and have duties and functions in accordance with Article III of the Declaration. Any action taken by the Architectural Committee may be appealed to the Board of Directors by written notice to the President at the office of the Board of Directors. Any matter appealed to the Board of Directors shall be determined by the Board of Directors at a special meeting called with thirty (30) days of the notice of appeal.

ARTICLE XII.

MEETING OF MEMBERS

Section 1. Place. All meetings of Members shall be held at the principal office of the Association, or at such other place within fifty (50) miles of the Project as may be designated in writing by the Board of Directors or officer or Member(s) calling the meeting.

Section 2. Date and Time. Each annual meeting of the Members shall be held on such date during the calendar year and at such location as may be designated in writing by the

Board of Directors. Failure to hold the annual meeting during any calendar year shall not work a dissolution of the Association.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors. Special meetings of Members may also be called by the Secretary upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Association. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

Section 4. Notices. Written notice of all regular annual meetings, special meetings and delayed annual meetings stating the place, day and hour of the meeting, and the purpose for which the meeting is called shall be delivered not less than fifteen (15) or more than fifty (50) days before the meeting to the then Members of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States mail addressed to the Member at his address as it appears in the records of the Association, with postage thereon prepaid.

Section 5. Quorum. The presence of Members (personally or represented by proxy at any meeting of Members) holding twenty five percent (25%) or more of all eligible votes of the Members shall constitute a quorum at a meeting of Members for any action except as otherwise provided in the Articles, the Declaration or these Bylaws; but if a quorum is not present or represented, the Members by a majority of the votes cast at the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which a quorum shall eventually be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. Actions approved by a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be the act of the Members meeting unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of Members, each Member who is entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary and may be specific or general. Every proxy shall be revocable unless expressly provided therein to be irrevocable.

Section 7. Actions Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members having such votes as would have been necessary to take such action at a meeting of the Members.

Section 8. Presiding Officer. Meetings of the Members shall be presided over by the President or, if he is not present, by the Vice President. The Secretary shall act as the Secretary of the meeting, if present.

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ARTICLE XIII.

GENERAL PROVISIONS

Section 1. **Fiscal Year**. The fiscal year of the Association shall be the fiscal year ending October 31.

Section 2. **Seal**. The corporate seal shall have inscribed thereon the name of the Association, the words "Texas" and "Non-Profit" and a five-pointed star. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced but need not be affixed to any document unless required by other parties.

Section 3. **Rules of Meetings**. All meetings of the Board and Members shall be conducted in accordance with Robert's Rules of Order, Newly Revised, except where inconsistent with the express language of the Articles, these Bylaws and/or the Declaration.

ARTICLE XIV.

INDEMNIFICATION

The Association shall indemnify and advance expenses to any present or former director, officer or other indemnified party specified in the Association's Articles of Incorporation, to the full extent provided in said Articles of Incorporation.

ARTICLE XV.

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. Unless available on the website for the Association or other electronic medium, the Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be obtained by the requesting Member provided that the Member pays a reasonable cost for the copying of such documents.

ARTICLE XVI.

AMENDMENTS

Section 1. **Amendments**. These Bylaws may be altered, amended or repealed at a regular or special meeting of the Members, by a vote of a seventy-five percent (75%) of the votes cast by Members present in person or by proxy. Any proposed amendment to the Articles, these Bylaws or the Declaration shall be presented to the Members by action of the Board.

Section 2. **Conflicting Provisions**. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between these Bylaws, the Articles and the Declaration, the provisions of the Declaration shall control.

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Section 3. **Construction**. If any portion of these Bylaws shall be invalid or inoperative, then, so far as reasonable and possible:

(a) The remainder of these Bylaws shall be considered valid and operative; and

(b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

CERTIFICATION OF SECRETARY

The undersigned does hereby certify that (i) he is the duly appointed and qualified Secretary of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and (ii) the foregoing is a true and correct copy of the Bylaws of the Association reviewed and adopted by the Board of Directors of the Corporation on Dec 1, 2005.

Robert W Gage

[Robert Gage], Secretary

Exhibit "C"

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ADDITIONAL RULES OF THE WILDERNESS

The Board of Directors of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation (hereinafter called the "POA") pursuant to the authority granted in the recorded Restated and Amended Declaration of Covenants, Conditions, and Restrictions of The Wilderness (hereinafter called (Declaration" hereby adopt the following rules:

I

ROADWAY RULES

A. Roadway Use Restrictions

1. The speed limit on all roads within The Wilderness is 25 M.P.H.

2. All vehicles must drive upon the right hand side of the paved portion of the roadway. If it is necessary to drive onto the road shoulder, such movement must be done so that there is no damage to the paved roadway or the road shoulder.

3. Only owners of property in The Wilderness (hereinafter called "Owners") and their guests may operate within The Wilderness a golf cart, go cart, 4-wheeler, all terrain vehicle, dirt bike, dune buggy, other similar vehicle or ride a horse or mule. All persons under the age of 13 who are operating a vehicle must be accompanied by an adult of at least 18 years of age. All vehicles as above described must be equipped with the manufacturer's stock muffler.

4. Any vehicle of an Owner in The Wilderness which is in regular use on the roadways shall have a Wilderness access permit affixed to the lower right portion of the front windshield(or if the vehicle has no windshield it shall be affixed so as to be visible from the front.) This permit shall be free of charge and available at The Wilderness office.

5. Any person who is not an Owner may by majority vote of the Board of Directors be prohibited from using any roadway or any common area in The Wilderness in the event that the Board of Directors determines that such person has continued to violate any rule, covenant, condition or restriction of The Wilderness after having been warned in writing by a representative of the Board of Directors of a prior violation. Continued use of said roadway or commons after the person is notified that he is prohibited from doing so shall constitute the offense of criminal trespass.

6. Any company or business or it's agents, servants and employees in the course of working for said company or business may, by a majority vote of the Board of Directors, be prohibited from using any roadway or any common area in The Wilderness in the event that the Board of Directors determines that company or business continues to violate any rule, covenant, condition, or restriction of The Wilderness after first having been warned by a representative of the Board of Directors in writing of a prior violation. Continued use of said property by said company or business or it's agents, servants or employees after having been notified of said prohibition shall constitute criminal trespass.

B. Roadway Load Restrictions

1. The maximum load for Ready Mix or other concrete delivery is six cubic yards. Drivers must furnish batch tickets upon request.

2. Sod delivery must be on a flat bed tandem axle trailer or similar vehicle with a minimum combination of 10 tires on the trailer and towing vehicle. A maximum number of 10 pallets of grass may be carried at one time unless otherwise authorized in writing by the Board of Directors.

3. No delivery of any other type of material or equipment may be made in excess of 12.5 tons without a special permit with applicable fees paid prior to delivery unless specifically exempted or modified in these regulations. In no event shall the combined weight of the towing vehicle, trailer, and load exceed 60,000 pounds without a special permit.

4. No equipment haulers are allowed without a special permit with applicable fees paid prior to road use with the exception of a one ton truck pulling a trailer with a minimum of 2 axels and 8 tires.

5. No dual trailers will be allowed without a special permit with applicable fees paid prior to road use.

6. Dirt, rock, asphalt or similar material, whether hauled in or out of The Wilderness, must be hauled on a truck no larger than a tandem axle 15 cubic yard dump truck and the gross weight may not exceed 60,000 pounds without a special use permit.

7. The Wilderness Board or Directors or its designee reserves the right to refuse to issue a road use permit if in its judgment the risk of damage to the roadway is too great.

C. **Special Road Use Permits**

1. Applications for a special permit must be on a form supplied by The Wilderness. All information requested on the form must be supplied for the permit request to be considered.

2. The permit may designate the date and time of road use and contain any other restrictions or conditions the Board of Directors deems appropriate.

3. A weight ticket may be required at the discretion of the Board of Directors or its designee prior to entry into The Wilderness.

4. No entry is permitted into The Wilderness unless in strict compliance with all terms and conditions of the special road use permit where required.

5. Any entry into The Wilderness in violation of the terms and conditions of any special road use permit, in addition to any other remedy provided in the Bylaws of The Wilderness, the Declarations, and these Additional Rules, will result in a fine in the amount of the fee for the issued permit.

6. Application for a special road use permit shall be made at least three full business days in advance of the time the permit is to be used.

II

PROPERTY USE RULES

A. **Camping on Lots**

Up to two units may remain on a lot for 4 consecutive days. With prior notification to The Wilderness office, up to two units may remain up to 10 consecutive days, limited to 3 times per year.

B. **Rubbish, Trash, Garbage**

Dumpsters are provided for HOUSEHOLD REFUSE ONLY. Empty boxes must be flattened before being placed in the container. Tree limbs, leaves or scrap wood and large empty boxes must be placed on the burn pile. No remodeling or contractors waste is allowed. No trash, garbage, trees, refuse, or other waste generated outside of The Wilderness may be dumped in the Wilderness with the exception of household garbage generated by an Owner who does not reside in The Wilderness. An Owner may

not give anyone else permission dump any item in the Wilderness. No trash shall be left on the ground, even if the dumpsters are full.

C. **Parking/Storage for RV's , Boats, Trailers and Other Items in Community Lot**

Parking and storage space in the community lot is BY ASSIGNMENT ONLY and is at the risk of the Owner. The POA assumes no liability and provides no security. No commercial units are allowed. Before parking or storing any object, a description of the object to be parked or stored and the license number, if applicable, must be submitted to the office and permission received for storage or parking. All storage or parking must in the assigned space only. The Board of Directors reserves the right to refuse permission to store any item that in its discretion it deems inappropriate.

D. **Tennis Court Specifications**

1. Site
   - i. Construction of a house with tennis court cannot be constructed on less than 1.7 acres.
   - ii. The court will be located at least 150 feet from the road. If this is not possible, then the court will be constructed so that the top of the court fence nearest the road is no higher than 20 inches above the contour height of the road. In this instance the court will have a setback of at least 50 feet from the road at any point. The court will have a setback of a minimum of 15 feet from adjacent lots and will be located to make maximum utilization of the trees and natural terrain features of the lot to screen the court.
   - iii. The court size must be no larger that 56 feet wide and 114 feet long.
   - iv. The court must not obstruct the view of adjacent lots.

2. The Court
   - i. Contractor: A reputable contractor who has had experience constructing tennis courts will be used. References will be required to be submitted in writing to and the contractor approved by the Architectural Control Committee (hereinafter called the A.C.C.).
   - ii. Court Construction: The court will be constructed with post tension concrete according to the plans and specifications approved by the A.C.C. prior to beginning construction.
   - iii. Court color: The court color shall be green.
   - iv. Drainage: Water drainage from the court must have adequate surface drains to accommodate all water accumulation. The plan must be submitted to and approved by the A.C.C.

3. Court Fencing
   - i. If the tennis court is placed in the front of the house then the court containment fencing nearest the road and the side must be wrought iron or visually equivalent. If the court is placed in the back of the house then the court containment fencing nearest the water must be wrought iron or visually equivalent. Masonry corner columns and line posts must be constructed if deemed appropriate by the A.C.C.
   - ii. The wrought iron or visually equivalent fence may be backed by black vinyl sport fencing or equivalent. The containment fencing at the end farthest from the road may be black vinyl coated sport fence. The only approved application for the sport fence is specifically for tennis courts and no other application.
   - iii. The containment fence shall have a maximum height of 8 feet at each end and 3 feet on the court sides.

4. Lighting
   - i. The lighting will be IDA, Center Court, Dark Sky Friendly, full cutoff classification to eliminate light trespass and light pollution.
   - ii. While there is no mandatory time limitation on lighting, lighting and/ or noise may be subject to noxious or offensive activities as described in Article IV, section 6 of the Declarations. This will be particularly appropriate after 11: p.m.

5. Landscape and Maintenance

i. Landscaping will be consistent with the architecture of the home and natural surroundings. A plan must be submitted to the A.C.C. for approval landscaping must be in accordance with the plans submitted to and approved by the A.C.C. in writing.
ii. Maintenance of the court will be in accordance with Article V. Section 1, of the Declaration, entitled External Maintenance.

E. Gates and Fencing

Gates and fences must be at least 80% visually open. Only wrought iron or visually equivalent fencing or split rail fencing may be used. The use of materials such as brick and stone for line and corner posts is encouraged. Only stone or brick walls may be used as a wing wall/accent or gate support for an entry and may not exceed eight feet in height and not more than 12 feet in length.
Fences may not exceed a maximum height of 72 inches. For split rail, a minimum of 2, but no more than 3, horizontal rails are required. *Construction of solid fencing is limited to privacy screening of an atrium type area associated within the design of the home structure* except as otherwise required by the Declaration. Such fencing to be allowed only on the side or rear of the home as viewed from the road. Each end of the fencing shall be terminated on an exterior wall of the home. The fencing may not extend beyond 15 feet on the side of the home structure, beyond 20 feet of the rear most part of the home structure or within 10 feet of a property line. Maximum area to be enclosed is 300 Square Feet. Material may be Cedar, Redwood or as approved by the ACC. The color must be natural and/or harmonious with the exterior of the home.
In order to have a fence considered for approval the following must be sent to the A.C.C.:
A site plan of the lot, house, and location of the fence, gates, and any recorded drainage easements. An example of the fence type including; height, color, design style and attach a landscaping drawing showing fence plantings if applicable.

F. Building Permit Applications

No building permit will be issued until the general contractor and Owner(s) have personally attended a meeting with the A.C. C. and at least one member of the Board of Directors for the purpose of reviewing the building permit application, the plans and specifications of the construction or improvement, and the rules and provisions of the Declarations pertaining to such construction and use of the roadways and common grounds. The Board of Directors or its designee shall set the time and date of the meeting as much as practical for the convenience of the Owner(s) and shall be within the 30 day time period for approval or rejection of the building permit application. Failure of the Owner(s) or the general contractor to attend such meeting shall be deemed non compliance with a request relevant to the approval or disapproval of said application and will constitute a basis for the denial of said application. This requirement may be waived by the Board of Directors if the Owner(s) and contractor have attended a prior meeting under this provision.

G. Applications for a Variance or Amendment to Plans and Specifications

There is no application fee for a variance or amendment to previously approved plans and specifications if construction on the item which is the subject of the application for a variance or amendment to plans and specifications has not begun. After construction of any kind has begun which is in variance with any provision of the Declarations or rules, a non refundable variance application fee of $1000.00 will be charged. A non refundable application fee of $300.00 will be charge for an amendment to previously approved plans and specifications which are not in variance with the Declarations or rules after the non conforming construction has begun. The payment of the fee and the request for a variance or amendment does not guarantee that a variance or amendment will be granted.

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H. Failure to Mow Lots

In addition to the remedies provided in the Declaration for assessing a fine against an Owner for failure to mow his lot in accordance with the Declaration, the following rules apply to any second and subsequent violation of said mowing regulations committed within the same calendar year:
On the 11th day after the Owner has been notified that the condition of his lot is not in compliance with the Declarations, a fine of $50.00 will be assessed as well as an addition fine of $10.00 per day thereafter until compliance is achieved. If the non compliance still exists after 30 days from Owner's initial notification, the Board will take corrective action as stated in the Declaration. Cumulative fines will cease upon completion of the corrective action.

III

ENFORCEMENT, FINES, FEES, AND ROAD DAMAGE

A. Fees

1. Home construction or additions: All home construction must be completed within 240 days unless an extension of such time has been granted by the A.C.C. in response to a written request setting forth reasons for delay. If construction is not completed within the 240 days or the agreed extension, a penalty of 10% of the permit fee per month will be assessed.	$ .83 per sq. foot
2. Pools: Total fee based on excavated area and includes 1000 sq.ft. of walks, decks, etc.	$2.00 per sq. foot.
3. Boat House construction:	$ .30 per sq. foot
4. Any other project requiring delivered Concrete, Paving, stone, rock, asphalt etc.	$ .30 per sq. foot
5. Dirt, gravel, rock, and stone hauling (in or out) Not part of permitted construction.	$25.00 per load
6. Permit fee for exceeding weight limit i. Retroactive permit fee	$500.00-$2000.00 per load $1000.00-$4000.00 per load
7. Water meter connection fee	$2000.00
8. Association annual dues 2008	$363.00
9. Request for variance (after construction of item in variance begins)	$1000.00
10. Request to amend plans and specifications (after non conforming construction begins)	$300.00

B. Identified and Allocated Road Damage

The required impact and permit fees allow the right to use the roads of The Wilderness within the limits of these regulations and the terms of the permit. The mere use of the roads will cause damage and wear which will necessitate eventual repair even though the damage is not visible. Regardless of the payment of fees or the issuance of any road use permit the Owner(s) are liable for the actual costs of repair for any visible damage to the road or other common property or structures caused by the use of the roads by the Owner, his agent, servant, contractor, tenant, or

invitee. The actual costs will be calculated based upon the costs to repair only the damage cause by Owner or his agents, servants, contractors, tenants or invitees. If Owner elects to repair the damage, said repair must be made under the supervision of and to the satisfaction of a representative of the Association. Said repair must be completed 60 days after notification to Owner by a representative of the Board of Directors that repair must begin. If said repair has not been completed within 60 days after notification, the Board of Directors may elect to finish the repair and the cost of said repair will be assessed against Owner as hereinafter provided.

C. Fines

1. Speeding:	$25.00-$200.00
2. Exceeding Weight Limits with out permit:	$750.00- $5000.00
3. Underage driving or driving on unpaved shoulders or ditches: (plus cost of damage repair, if any)	$25.00-$200.00
4. Violations of Dumping regulations	$25.00-$200.00
5. Violation of terms of special road permit amount equal to required permit fee	
6. Failure to mow lots, 2nd and subsequent violations with in the same calendar year.	
i. assessed on 11th day after notification	$50.00
ii additional fine per day after 11 days	$10.00

D. OWNERS RESPONSIBILIY

The Owner(s) are responsible for the conduct of their guests, invitees, children, agents, servants, contractors, or tenants, or for the conduct of guests, invitees, children, agents, servants, or contractors of their tenants. Any fines, fees, assessments for damage, or any other monetary obligation created by these Additional Rules which is assessed against an Owner, or against his guests, invitees, children, agents, servants, contractors, or tenants, or against the guests, invitees, children, agents, servants, or contractors of the tenant is the responsibility of the Owner(s). All fines, fees, penalties and damages assessed pursuant to these Additional rules shall be enforceable as special assessments as provided by the Declarations.

E. No Repeal of Existing Declarations

These Additional Rules do not and are not intended to repeal or modify any provision of the Bylaws or Declarations which require a vote of 75% of homeowners. These Additional Rules are intended to supplement provisions in those areas that the Declarations and Bylaws provide that the Board of Directors may do so. Any conflict between the Declarations or Bylaws which require a vote of 75% of homeowners to modify and the Additional Rules shall be resolved in favor of those provisions of the Declaration and Bylaws. If any portion of these Additional Rules is found to be invalid, the remaining rules continue to remain in full force and effect. The Board of Directors may grant variances/and or exceptions to any of these Additional Rules in response to a written request therefore, and any such action shall not be deemed to constitute a waiver with respect to the operation or enforcement of such rules. Any variance or exception must be in writing and signed by a majority of the Board of Directors setting forth the reasons for granting such variance or exception. Or oral waiver shall be valid.

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

Signed this 12th day of December, 2007

By: _____
George DeHaven
President and Director

By: _____
Ron Cherry
Director

By: _____
Wayne Scaggs
Director

By: _____
Larry Laske
Vice-President and Director

By: _____
Robert Gage
Secretary and Director

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FILED FOR RECORD IN
Freestone County
Mary Lynn White
COUNTY CLERK
ON: Dec 18,2007 AT 12:00P
as Recordings
Document Number: 00709580
Total Fees : 124.00
Receipt Number - 82703
By: Crystal Rossiaky, Deputy

VG-219-2021-2103575

Freestone County
Linda Jarvis
Freestone County Clerk

Instrument Number: 2103575

Real Property Recordings

AMENDMENT

Recorded On: September 29, 2021 04:15 PM

Number of Pages: 19

" Examined and Charged as Follows: "

Total Recording: $94.00

********** 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:	2103575
Receipt Number:	20210929000031
Recorded Date/Time:	September 29, 2021 04:15 PM
User:	LaVerne M
Station:	Clerk Station

Record and Return To:

THE WILDERNESS PROPERTY OWNER ASSOCIATION

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.

Linda Jarvis
Freestone County Clerk

RESTATED AND AMENDED
MEMORANDUM OF DEDICATORY INSTRUMENTS
FOR
THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS

COUNTY OF FREESTONE

THIS RESTATED AND AMENDED MEMORANDUM OF DEDICATORY INSTRUMENTS AMENDS, RESTATES, REPLACES AND TOTALLY SUPERSEDES THAT CERTAIN MEMORANDUM OF DEDICATORY INSTRUMENTS FOR THE WILDERNESS PROPERY OWNERS ASSOCIATION, INC. RECORDED DECEMBER 23, 2020 AS INSTRUMENT NUMBER 2004270 IN THE OFFICIAL REAL PROPERTY RECORDS OF FREESTONE COUNTY, TEXAS.

WHEREAS, Texas Property Code Section 202.006 requires that property owners associations file for record in the office of the county clerk of the county in which the property is situated any "dedicatory instrument" that such association wishes to enforce after January 2, 2000 against any present or future property owner; and

WHEREAS, The Wilderness Property Owners Association, Inc. is a Texas nonprofit corporation (the "Association") and is the property owners association governing the property (collectively, and hereinafter called the "Property") described in that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Wilderness which is the found of record in Volume 01360, Pages 00793 through 00868 of the Official Real Property Records of Freestone County, Texas (the "Declaration");

WHEREAS, in addition to the Declaration, the Association and the Property are also governed by certain recorded documents, including, without limitation (i) the Articles of Amendment to Articles of Incorporation of The Wilderness Property Owners Association, Inc. filed in the Office of the Secretary of State of Texas on July 17th, 2006, and bearing file number 800551325, (ii) the Bylaws of The Wilderness Property Owners Association, Inc. , (iii) Additional Rules of The Wilderness Property Owners Association, Inc. dated the 12th day of December, 2007, said instruments being found of record in Volume 01431, Pages 00314 through 00343 of the Official Real Property Records of Freestone County, Texas , (iv) Memorandum of Dedicatory Instruments for The Wilderness Property Owners Association, Inc. recorded in 2008 in Volume 01464, Page 00004 of the Official Records of Freestone County, Texas, and (v) that certain Policy regarding New Home Construction – Building Permit dated as of September 25, 2012 and recorded in Volume 01587, Page 00792, et. seq. of the Official Records of Freestone County, Texas (collectively, the "Additional Dedicatory Instruments").

WHEREAS, the Association desires to add to the Additional Dedicatory Instruments each of the dedicatory instruments attached hereto and made a part hereof, labeled as Exhibit A, Exhibit B and Exhibit C, respectively, and place such documents of record so that after the Effective Date (hereinafter defined) owners of lots or other portions of the Property governed by the Declaration will be aware of and on notice of certain policies, protocols, guidelines, rules and restrictions related to (i) the construction of improvements, and (ii) the Architectural Control Committee of the Association. All other Additional Dedicatory Instruments as above described will remain in full force and effect.

NOW, THEREFORE, the undersigned, acting on behalf of the Association, record this Memorandum, describing dedicatory instruments (in addition to the Declaration and the Additional Dedicatory Instruments), pertaining to the Association and the Property in compliance with Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of September 28, 2021 (the "Effective Date").

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

By: _____
Jeffery Robinson,
President and Director

By: _____
Milton Kornegay,
Vice-President and Director

By: _____
Scott Royal,
Director

By: _____
Vicki J. Sanderson,
Director

ARCHITECTURAL CONTROL COMMITTEE OF THE WILDERNESS

By: Vicki J. Sanderson

Vicki J. Sanderson,
Chairman

By: David Rist

David Rist,
Member

By: Bruce Bricco

Bruce Bricco,
Member

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this 29 day of September, 2021, by Jeffery Robinson, President and Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Carol Pyle

Notary Public in and for the State of Texas

CAROL PYLE
NOTARY PUBLIC - STATE OF TEXAS
ID# 126839064
COMM. EXP. 06-25-2023

Carol Pyle

Print name of notary

My Commission Expires: 6-25-2023

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this 29 day of September, 2021, by Milton Kornegay, Vice-President and Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Carol Pyle

Notary Public in and for the State of Texas

CAROL PYLE
NOTARY PUBLIC - STATE OF TEXAS
ID# 126839064
COMM. EXP. 06-25-2023

Carol Pyle

Print name of notary

My Commission Expires: 6-25-2023

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this 29 day of September, 2021, by Scott Royal, Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Carol Pyle

Notary Public in and for the State of Texas

CAROL PYLE
NOTARY PUBLIC - STATE OF TEXAS
ID# 126839064
COMM. EXP. 06-25-2023

Carol Pyle

Print name of notary

My Commission Expires: 6-25-2023

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this 29 day of September, 2021, by Vicki J. Sanderson, Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Carol Pyle

Notary Public in and for the State of Texas

CAROL PYLE
NOTARY PUBLIC - STATE OF TEXAS
ID# 126839064
COMM. EXP. 06-25-2023

Carol Pyle

Print name of notary

My Commission Expires: 6-25-2003

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this 29 day of September, 2021, by Vicki J. Sanderson, Chairman of the Architectural Control Committee of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said committee.

Carol Pyle

Notary Public in and for the State of Texas

CAROL PYLE
NOTARY PUBLIC - STATE OF TEXAS
ID# 126839064
COMM. EXP. 06-25-2023

Carol Pyle

Print name of notary

My Commission Expires: 6-25-2023

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this 29 day of September, 2021, by David Rist, Member of the Architectural Control Committee of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said committee.

Carol Pyle

Notary Public in and for the State of Texas

CAROL PYLE
NOTARY PUBLIC - STATE OF TEXAS
ID# 126839064
COMM. EXP. 06-25-2023

Carol Pyle

Print name of notary

My Commission Expires: 6-25-2023

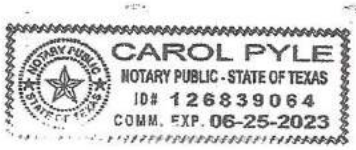
STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this 29 day of September, 2021, by Bruce Bricco, Member of the Architectural Control Committee of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said committee.

Carol Pyle

Notary Public in and for the State of Texas



Carol Pyle

Print name of notary

My Commission Expires: 6-25-2023

EXHIBIT A

WILDERNESS ARCHITECTURE COMMITTEE

PROJECT PROTOCOLS

(USUALLY ONE TO THREE WEEKS TIME FRAME)

1. Property Owner announces project and provides The Wilderness Office with the following items:
    a. Written description of project and request for review and approval
    b. Plans for project including plat showing the location of the project
    c. Identifies any/ all contractors involved with the project – address, phones
    d. Defines expected time line of project

2. Chairman of ACC will review and notify the Property Owner if there is a need for additional information, making sure that the Property Owner has a copy of Wilderness Covenants and Rules.

3. ACC Committee will review request, complete The Wilderness Architectural Control Process Form, calculate appropriate fees, two members need to sign form. The approval or disapproval of the ACC as required by the covenants shall be in writing, a copy of which shall be promptly delivered by the ACC to the Board, together with copies of all correspondence, plans and other information and requests relevant to such approval or disapproval.

4. ACC Member will meet with the Property Owner and Contractor(s) to review the Covenants and Rules associated with the construction and subsequent contractor (s) responsibilities. The New Construction Notification Form should be reviewed at this time and completed by the initialing and signing by both Property Owner and Contractor.

5. Upon receipt of the fees, The Wilderness office forwards signed and approved permit form to the Property Owner and construction may begin.

EXHIBIT B

COVENANTS AND ADDITIONAL RULES THAT APPLY TO NEW CONSTRUCTION

CULVERTS

Prior to commencement of any work or other construction or regular use by Rvs, campers or other large vehicles which could cause ruts to be formed adjacent to or cause damage to street surfaces, a culvert approved by the Architectural Control Committee as to adequate diameter and width (but in no event less than twenty-two (22) feet wide) shall be placed at the road entrance to each Lot, unless waived in writing by the Architectural Control Committee. Waiver of this Section may be granted provided topography and drainage conditions warrant a waiver in the judgment of the Architectural Control Committee. All costs and expenses associated with any damage to any roadway or surrounding property caused by failure to comply with the provisions of this Section shall be the sole responsibility of and shall be paid for by the Owner of the Lot in violation of this Section. The Association shall have the option (1) require such Owner to repair such damage and cause the subject culvert to conform to the requirements of the Architectural Control Committee, or (2) perform such repair and reconstruction work and assess the Owner for such costs and expenses, which assessment shall be secured by the lien in this Declaration.

SANITARY FACILITIES and REFUSE CONTAINER

Each construction site shall have a container for building debris and a construction field toilet which are to remain on the site for the entire construction period. The container for debris must be large enough to contain all building trash on the building site, but in no event less than 15 cubic yards in volume. During the period that a site and/or building is under construction, the following minimum measures will be required to minimize disturbance to adjacent property.

(a) All trucks hauling dirt or trash must be covered.

(b) The construction site shall be cleaned on a daily basis. Construction debris shall not be allowed to accumulate or be stored on any construction site. No dumping of construction materials, waste, or trash shall occur in the project.

© Subcontractors and others shall not play radios or other devices at unreasonably high decibel levels in the sole judgment of the Developers and/or Association.

DELIVERY OF MATERIALS AND LOAD LIMITS

The Speed limit on all roads in The Wilderness is 25 M.P.H.

All Vehicles must drive upon the right hand side of the paved portion of the roadway. If it is necessary to drive onto the road shoulder, such movement must be done so that there is no damage to the paved roadway or the road shoulder.

The maximum load for Ready Mix or other concrete delivery is six cubic yards. Drivers must furnish batch tickets upon request.

Sod delivery must be on a flat bed tandem axle trailer or similar vehicle with a minimum combination of 10 tires on the trailer and towing vehicle. A maximum number of 10 pallets of grass may be carried at one time unless otherwise authorized in writing by the Board of Directors.

No delivery of any other type of material or equipment may be made in excess of 12.5 tons without a special permit with applicable fees paid prior to delivery unless specifically exempted or modified in these regulations. In no event shall the combine weight of the towing vehicle, trailer, and load exceed 60,000 pounds without a special permit.

No equipment haulers are allowed without a special permit with applicable fees paid prior to road use with

the exception of a one ton truck pulling a trailer with a minimum of 2 axels and 8 tires.

No dual trailers will be allowed without a special permit with applicable fees paid prior to road use.

No Truck-Trailer combinations with 18 wheels or more will be allowed without a special permit with applicable fees paid prior to use.

Dirt, rock, asphalt or similar material, whether hauled in or out of The Wilderness, must be hauled on a truck no larger than a tandem axel 15 cubic yard dump truck and the gross weight may not exceed 60,000 pounds without a special permit with applicable fees paid prior to use.

The Wilderness Board of Directors or its designee reserves the right to refuse to issue a road use Permit if in its judgment the risk of damage to the roadway is too great.

Except in connection with Developers' construction of roadways or other infrastructure, trucks with loads exceeding 10,000 lbs are not allowed on The Wilderness roads after 11:00 a.m. between April 1st and September 31st; provided, however, that the Board of Directors may issue special written permission for a later departure time from The Wilderness where circumstances surrounding the subject construction necessitate such an exception (including, for example in connection with installation of concrete foundations). Owners of tracts in violation will be subject to a fine of $ 500.00 per truck load. The Board may, from time to time, modify the rules regarding road usage as may be appropriate for a change in the circumstances of The Wilderness without the necessity of amending this Declaration. Developers shall be responsible for and promptly repair any damage to any roads previously dedicated to the Association, which damage is caused by Developers' use in connection with the construction of other roads or construction of infrastructure.

SPECIAL USE PERMITS

Applications for a special permit must be on a form supplied by The Wilderness. All information requested on the form must be supplied for the permit request to be considered.

The permit may designate the date and time of road use and contain any other restrictions or conditions the Board Of Directors deems appropriate.

A weight ticket may be required at the discretion of the Board of Directors or its designee prior to entry into The Wilderness.

No entry is permitted into The Wilderness unless in strict compliance with all terms and conditions of the special road use permit where required.

Any entry into The Wilderness in violation of the terms and conditions of any special road use permit, in violation of the roadway load or use restrictions or permit requirements, or in violation of said restrictions or permit requirements within The Wilderness, in addition to ay other remedy provided in the Bylaws of The Wilderness, the Declarations and these Additional Rules will result in a fine in the amount of the fee as set forth in section III C. 2. (a),(b),9c0, and (d) of these Additional Rules of The Wilderness. The amount of fine shall be determined by the Board of Directors in its sole discretion within the minimum and maximum ranges therein.

Application for a special road use permit shall be made at least three full business days in advance of the time the permit is to be used.

FAILURE TO COMPLY WITH COVENANTS AND ADDITIONAL RULES

1. Speeding $ 25.00 - $ 200.00
2. Road use, load, or permit violations
   (a) Exceeding Weight Limits without permit $ 750.00 - $ 5,000.00

(b) Entry without permit when no fee required	$ 500.00 - $ 1000.00
© Exceeding permitted weight limit	$ 500.00 - $ 4000.00
(d) Violation of any other term of road use permit, Permit regulations, load or use requirements Not otherwise specified	$ 25.00 - $ 2000.00
3. Underage driving or driving on unpaved shoulders or ditches (plus cost of damage repair, if any)	$ 25.00 - $ 200.00
4. Violations od Dumping regulations	$ 25.00 - $ 200.00
5. Failure to mow lots 2nd and subsequent violations Within the same calendar year	
1. Assessed on 11th day after notification	$ 50.00
2. Additional fine per day after 11th day	$ 10.00
6. Beginning construction of any building or improvement Requiring a building permit without obtaining a permit or in Violation of the term of any permit issued	$ 25.00 - $ 200.00 per day of violation
7. Violation of any other provision of Article II, III, or IV Of the Declarations not otherwise specified in the Declarations or these Amended Additional Rules	$ 10.00 - $ 200.00 per day of violation

BUILDING PERMIT ISSUANCE

No building or other improvements (including homes, garages, decks, porches, boathouses, outbuilding and driving and/or parking surfaces) shall be erected, constructed, placed or, to the extent visible from the street, the waterfront or other lots, altered, on or contiguous to any tract until the construction plans and specifications (with a proposed completion date) and a plan showing exterior materials to be used, exterior elevation, the location of the structure, and complete plan of septic system showing relation to tract lines and water lines have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, all as appropriate. Unless written approval of development of a lot in its natural state has been obtained from the Architectural Control Committee. Lots must be landscaped within one hundred fifty (150) days of completion of a residence on the lot; provided, however that upon written request from an Owner which sets forth good cause for an extension, which good cause shall include limitation, winter months the Architectural Control Committee may grant reasonable extensions of such time period. Landscaping on lots on which a residence has been constructed, and to the extent not retained in their natural state as contemplated by this Declaration, shall be maintained in a reasonably attractive manner, with any dead or significantly damaged landscaping being removed and/or replaced, as appropriate. All landscaping areas shall be regularly maintained and watered to the extent necessary to prevent unsightly areas of dead or damaged grass or other landscaping. Minimum standards for initial landscaping of lots shall be determined by the Board.

The Board is hereby authorized to decide upon, publish and enforce specific building and/or landscaping standards and to amend same from time to time, enforce any building or fire codes, or any rules, restrictions or requirements concerning the construction of buildings or other improvements or landscaping in or related to the project, and/or concerning matters of unsightly appearance or construction or alterations not consistent with an upscale single-family residential community, whether imposed by this Declaration, the Board, the Architectural Control Committee, or by a local, county, state, or other authority having the legal authority to make such requirements. In the event that the Architectural Control Committee unreasonably delays with respect to the enforcement of any of such standards, rules, or restrictions described in theis Article III, the Board shall have the right to effectuate such enforcement.

The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing, a copy of which shall be prompt, delivered by the Architectural Control Committee to the Board, together with copies of all correspondence,plans and other information and request relevant to such approval or disapproval. In the event the Architectural Control Committee or its designated respresentative fail to approve or disapprove within thirty (30) days after all relevant plans and specifications have been

submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No construction requiring approval under the terms of this Declaration shall be commenced until the later to occur of (1) such plans and specifications (including a proposed completion date) having been either approved by or deemed approved by the Architectural Control Committee as provided in the Declaration, and (2) all fees owed under the terms of this Declaration is connection with such construction and any delinquent amounts owed by the subject Owner having been paid in full.

No building permit will be issued until the general contractor and Owner (s) have personally attended a meeting with the ACC and at least one member of the Board of Directors for the purpose of reviewing the building permit application, the plans and specifications of the construction or improvement, and the rules provisions of the Declarations pertaining to such construction and use of the roadways and common grounds. The Board of Directors or its designee shall set time and date of the meeting as much as practical for the convenience of the Owner (s) and shall be within 30 day time period for approval or rejection of the building permit application. Failure of the Owner (s) of general contractor to attend such meeting shall be deemed non compliance with a request relevant to the approval or disapproval of said application and will constitute a basis for the denial of said application. This requirement may be waived by the Board of Directors if the Owner (s) and contractor have attended a prior meeting under this provision.

TYPE OF BUILDING MATERIALS

All tracts shall be used for single-family residential purposes only and no lot shall be occupied by more than a single family at the same time for an extended period of time; provided, however, that the foregoing shall not be interpreted or construed as restricting or prohibiting undivided ownership interests or ownership by a partnership or other entity. For purposes of this restriction , a single family shall be defined as any number of persons related by blood, adoption, or marriage plus any live-in caretakers or other domestic assistants. No building or other improvement shall be erected, altered, placed, or permitted to remain on any tract other than one detached single family dwelling not to exceed two stories in height (not including any basement or sub ground level areas) and one (1) boathouse (1) swim deck for waterfront lots. All homes must have a private attached garage for not less that (2) automobiles. The interior walls of all garages must be finished (dry walled and painted). No garage may be habitually left open to the public street for extended periods of time. No garage will permitted to be enclosed for living or used for purposes other than storage of vehicles and customary related uses. All buildings and other improvements must be constructed with all exterior surfaces other than roofs consisting of glass, brick, brick veneer, top quality, genuine stucco (not synthetic or Exterior Insulation and Finish Systems) hardy plank, stone, stone veneer, masonry, log, or cedar or a combination thereof, as set forth on approved plans and specifications. Exposed standard concrete block, prefabricated metal buildings, or simulated brick will not be allowed but concrete may be used in connection with the construction of boathouses so long as same is e=aesthetically acceptable. The color of exterior materials must be in harmony with other exteriors in The Wilderness. Except as provided below with respect to window frames, any other materials may not be used on the exterior of any building, unless specifically approved in writing. Window frames other than wood and vinyl will be either anodized or electrostatically painted. Metal and vinyl window frames will be in color harmony with the exterior color and texture of the residence. No unpainted aluminium will be permitted for window framing. Wood frames will be painter or stained and sealed. No brick or stone shall be painted.

Driveways must consist of concrete, stone, brick, or asphalt. Asphalt driveways must be kept in good repair. All homes and garages must be site-built and in no event shall a mobile home (whether temporary or permanent), permanent recreational vehicles, manufactured housing or above-ground swimming pools be allowed in any portion of The Wilderness. All roofing materials must be approved, including color, texture and quality. No additions of windows, decks or platforms after initial construction of the residence which could unreasonably invade the privacy of existing adjacent dwellings shall be permitted. Subject to the requirements of Article III, Section 9, the Architectural Control Committee shall have the authority, acting for specified reasons, to grant exceptions in writing to the above and to develop policies and guidelines with respect to implementing the above restrictions, all subject to approval by the Board.

MINIMUM FLOOR AREA

Any residence must have a floor area of not less that two thousand five hundred (2,500) square feet, excluding patios, boathouses, driveways, garages and outbuildings; provided, however, that residence constructed in Wilderness Area I must have a floor area of not less that two thousand (2,000) sq feet. excluding patios, driveways, and garages except for the lots designed with a letter "A" on the plat of Wilderness Area I, which "A" Lots may have a floor area of not less than one thousand five hundred (1,500) sq . ft. excluding patios, driveways, and garages and residences constructed in Wilderness Area VI must have a floor area of not less than two thousand (2,000) sq. ft. excluding patios, boathouses, driveways, garages and outbuildings.

SET BACKS

No building, porch, deck, or other improvement shall be located on any tract nearer than thirty (30) feet to the front tract line. No building, porch, deck, or other improvement shall be located nearer than ten (10) feet to the side of tract line, except that the site setback for buildings in Wilderness Area IV shall be seven (7) feet to the side tract line. Interior non-waterfront lots shall have a street setback line of fifty (50) feet or more except for corner lots for which setbacks may be less as may be reasonable given the configuration of the lot. For the purposes of this covenant, eaves shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of the building on any tract to encroach upon another tract. If two or more tracts, of fractions thereof, are consolidated into a building site in conformity with the provisions of Article IV, Section 4 these building setback provision shall be applied to such resultant site as if it were on original, platted tract.

VARIANCE

Any variance from any of the restrictions or requirements of this Declaration granted by the Architectural Control Committee shall only be valid id (1) agreed to in writing by all members of the Architectural Control Committee, (2) memorialized in writing with the reasons for granting same, with a copy delivered to the Board ,and kept on file, and (2) not objected to by the Board within ten (10) days of receipt by the Board of such memorandum.

The is no application fee for a variance or amendment to previously approved plans and specifications if construction on the item which is subject of the application for a variance or amendment to plans and specifications has not begun. After construction of any kind has begun which is in variance with any provision of the Declarations or rules, a non refundable variance application fee of $ 1000.00 will be charged. A non refundable application free of $ 300.00 will be charged for a amendment to previously approved plans and specifications which are not in variance with the Declarations or rules after the non conforming construction has begun. The payment of the fee and the request for a variance or amendment does not guarantee that a variance or amendment will be granted.

PARKING OF CONSTRUCTION VEHICLES

No boat, truck (excluding pickup trucks), buses trailers or other vehicle shall be left parked overnight on the street in front of any tract except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer shall be parked on the driveway or any portion of the tract in such a manner as to be visible from the street. Except within the confined of an enclosed garage, no vehicle shall be repaired or rebuilt anywhere in the project, including on any lot or upon the streets of the project. The Association may remove, or cause to be removed, any unauthorized vehicle ot other item prohibited therby at the expense of the owner thereof in any manner consistent with law after having sent or delivered to the Owner written notice of the violation of this Section 14 and such violation has continued thereafter for five (5) days; provided,however, that the Association shall not be required to send any such notice to Owner for any violation which has occurred more that two (2) times in any twelve (12) month period. No more than two (2) Rvs, trailers, or tents (or any combination thereof) are permitted on any one lot at any one time (maximum total number of two (2) units. Sanitation

Facilities are required for of any kind. No Rvs, trailers, tents, grills, fencing or camping equipment are permitted to remain on a lot for more than four (4) consecutive days and together with any sanitation unit, must be removed from property on departure; provided, that, upon written approval by the Board after a request in writing by an Owner containing all necessary information regarding the request, including, without limitation, the requested dates (which approval may be granted or denied by the Board in the exercise of its sole and absolute discretion), (1) up to, but not exceeding three(3) times in any calendar year, two (2) Rvs, trailers or tents or any combination thereof for a total of two (2) units (as described above) may remain on a lot for up to seven (7) consecutive days without being removed, and (1) one RV or trailer may remain on a tract during new home construction. Requests to the Board of Directors for such extended stay periods as described in (1) above must be delivered to the Board at least fifteen (15) days prior to the first day which is the subject of such a request and the Board will use reasonable efforts to respond in writing to such request within fifteen (15) days after request. No RV, trailer, camper, or similar vehicle shall be parked or place on any portion of a lot on which the foundation of a home would be prohibited (for example, forward of building or lot setback lines or below the 320 foot elevation line). Without the necessary of amending this Declaration, the Board may from time to time amend the restrictions set forth in this Section by promulgation of rules and guidelines to reflect the changing conditions of The Wilderness as the number of residences constructed in The Wilderness increases.

GATES AND FENCING

The wrought iron or visually equivalent fence may be backed by black vinyl sport fencing or equivalent. The containment fencing at the end farthest from the road may be black vinyl coated sport fence. The only approved application for the sport fence is specifically for tennis courts and no other application. The containment fence shall have a maximum height of 8 feet at each end and e3 feet on the court side.

TANKS

All propane tanks shall be buried in all portions of The Wilderness. Except for buried propane tanks, no storage tanks for fuel or other substances shall be allowed on any lots.

ROAD DAMAGE

Prior to commencement of any work site or other construction or regular use by Rvs, campers or other large vehicles which could cause ruts to be formed adjacent to or cause damage to street surfaces, a culvert approved by the Architectural Control Committee as to adequate diameter and width (but in no event less than twenty-two (22) feet wide) shall be placed at the road entrance to each lot, unless waived in writing by the Architectural Control Committee. Waiver of this Section may be granted provided topography and drainage conditions warrant a waiver in the judgment of the Architectural Control Committee. All cost and expenses associated with any damage to any roadway or surrounding property caused by failure to comply with the provisions of this Section shall be the sole responsibility of and shall be paid for by the Owner of the lot in violation of this Section. The Association shall have the option to (1) require such Owner to reapir such damage ad cause the subject culvert to conform to the requirements of the Architectural Control Committee, or (2) perform such repair and reconstruction work and assess the Owner for such costs and expenses, which assessment shall be secured by the lien this Declaration. See Separate pg. #8

CONSTRUCTION

All construction must be completed within two hundred forty (240) days unless an extension of such time has been granted in writing by the Architectural Control Committee in response to a written request thereof setting forth the reasons for the delay. Starting date is defined as the date forms for foundation are installed and finishing date is defined as when the house is ready for occupancy, electricity and water service is connected and on site sewer system is inspected and approved by Tarrant Regional Water District. Once commenced, construction will be diligently pursued to completion and may not be left in a partially finished condition for more than forty-five (45) consecutive days without the written approval of the Architectural Control Committee. Buildings destroyed by fire or natural disaster must be demolished, removed or

repaired and new construction begun within ninety (90) days or such longer period as may be approved in writing by the Architectural Control Committee in the exercise of its reasonable discretion.

OWNERS RESPONSIBILITY FOR CONTRACTORS CONDUCT

The Owner (s) are responsible for the conduct of their guests, invitees, children, agents, servants, contractors, or tenants, or for the conduct of guests, invitees, children, agents, servants, or contractors of their tenants. Any fines, fees, assessments fir damage, or any other monetary obligation created by these Additional Rules which is assessed against an Owner because of the conduct of his guest, invitees, children, agents, servants, contractors, or tenants or because of the conduct of his guests, invitees, children, agents, servants, or contractors of the tenant is the responsibility of the Owner (s). All fines, penalties and damages assessed pursuant to these Additional rules shall be enforceable as special assessments as provided by the Declarations.

VISUAL SCREENING

Owners shall keep visually screened from view from neighbors and from the street side and waterfront of his or her tract, any trash receptacles, transformers, air conditioning condensers and compressors and other major equipment, pool equipment, solar panels and antennas other than satellite dishes. No satellite dished in excess of 18" in diameter shall be allowed and all satellite dishes shall, to the extent possible, be placed at a location or screened with vegetation so as not to be visible from any other tract, the street side of the tract or from the waterfront.

NEW CONSTRUCTION NOTIFICATION ADDITIONAL RULES FOR ROAD DAMAGE

Identified and Allocated Road Damage

The required impact and permit fees allow the right to use the roads of The Wilderness within the limits of these regulations and the terms of the permit. The mere use of the roads will cause damage and wear which will necessitate eventual repair even though the damage is not visible. Regardless of the payment of fees or the issuance of any road use permit the Owner(s) are liable for the actual costs of repair for any visible damage to the road or other common property or structures caused by the use of the roads by the Owner, his agent, servant, contractor, tenant, or invitee. The actual costs will be calculated based upon the costs to repair only the damage cause by Owner or his agents, servants, contractors, tenants, or invitees. If Owner elects to repair the damage, said repair must be made under the supervision of and to the satisfaction of a representative of the Association. Said repair must be completed 60 days after notification to Owner by a representative of the Board of Directors that repair must begin. If said repair has not been completed within 60 days after notification, the Board of Directors may elect to finish the repair and the cost of said repair will be assessed against Owner as hereinafter provided.

EXHIBIT C

PURPOSE, GUIDELINES AND FACTORS CONSIDERED ARCHITECTURAL CONTROL COMMITTEE – THE WILDERNESS

The purpose of the Architectural Control Committee (the "ACC") is to ensure that new construction and any modification of improvements within The Wilderness is in compliance with the rules and restrictive covenants governing The Wilderness and that all improvements contained in The Wilderness are in harmony with the look and feel of the neighborhood. Toward this end, the ACC is to ensure that the appearance of improvements is consistent with a first class residential neighborhood, with traditional architecture and without overly bright colors or architectural design which is not consistent with that goal or which will look out of place with the other improvements in The Wilderness.

Below is listed a number of guidelines and factors considered in connection with the approval or denial of approval of certain improvements:

1. View Impairment/ Privacy. After the Effective Date, construction of new improvements which would unreasonably impair the majority of a neighbor's view of the lake or a neighbor's privacy may be denied approval by the ACC, acting in their sole discretion, after taking to consideration as factors the degree of impairment, the neighbor's objections or lack thereof, and available alternatives to the proposed new improvements location or features. The ACC will also consider as a factor in connection with any question of view impairment a diagonal site line drawn toward the lake from the corners of the nearest homes relative to the nearest corner of the proposed new improvement. The ACC retains the right, in all cases, to make exceptions to this guideline or to waive application depending on the circumstances, but any waiver must be in writing.

2. Boathouses. No permit application will be considered until the ACC has received a copy of a permit for the boathouse issued by the Tarrant Regional Water District. In addition to the various rules set forth in the recorded rules and restrictions governing The Wilderness, each boathouse should have a look which is in harmony with any corresponding home, including, without limitation, the same or substantially similar roof shingle or material. No boathouse or addition thereto may be painted any color that is not in harmony with or is in contrast to the corresponding home. No strobe lights or overly bright lights are allowed to be installed on boathouses. Construction of a home after construction of a boathouse may require changes to insure the compatibility of the 2 structures contemplated by this guideline. To be approved, the location of any boathouse must be in a location approved by the Tarrant Regional Water District and be located no closer than 10 feet from any extended property line of a Wilderness lot unless the dimensions of a cove make it impossible to honor such a setback line, in which case the Architectural Control Committee may approve a lesser setback as may be necessary to maintain a reasonable distance from other boathouses and still provide for approval of the boathouse applied for.

3. Lake Walls. A permit must be obtained from The Wilderness prior to any commencement of construction of a wall between the water and the land or any sidewalk or stairs relating to such area. No permit will be considered by the ACC until the ACC has received a copy of the permit for such improvements issued by the Tarrant County Regional Water District. All lake walls must be constructed of heavy grade sheet steel consistent with the other lake walls for lots at The Wilderness. Rip rap or boulders, wood walls or walls made of other materials will not be allowed; however, the ACC may approve as an alternative Tidewall vinyl sheet piling-25 Series, so long as (i) the color is approved by the ACC as being in harmony with any contiguous or

nearby lake wall so as to minimize contrast with such other walls, (ii) the wall's location is far enough into a cove so as to be afforded protection against wave damage and undermining, and (iii) rip rap or boulders are installed at the bottom of the wall to protect against wave erosion of the dirt at the base. Notwithstanding the foregoing, the ACC may, in the exercise of its sole discretion, grant an exception with respect to the color of such a vinyl wall if the lot to which it pertains is located in a portion of a cove which is not highly visible and so long as no property owners of The Wilderness living nearby object.

4. Wood Decks. The fee for wood decks is calculated at 30 cents per square foot; provided , however, that the ACC or the Board of Directors may change such amount at any time and from time to time as they may determine necessary or advisable.

5. Fences. After the Effective Date, no spikes may be included on the tops of any fences which could be harmful to wildlife.

6. Architecture and Materials. New construction and any modification of existing improvements should be of architecture and materials which are consistent with the traditional style architecture and materials of the homes in The Wilderness. For the purpose of providing guidance with respect to submitting plans, factors which will be considered in this regard include, without limitation, the following:

    a. The primary roof pitches should be no less than 8/12.

    b. The materials used on the front and back of the improvements on the first floor of the exterior should include any combination of (i) glass, and (ii) brick and/or stone, in an amount so as to minimize the amount of hardy board, wood and stucco.

7. Pre-existing Nonconforming Impovements. There exist in The Wilderness a few improvements which are nonconforming with respect to these guidelines, whether because of being constructed prior to recordation of various dedicatory instruments or through oversight. Such improvements as existing and/or approved in writing prior to the Effective Date hereof are "grandfathered", as it is not intended to apply these requirements retroactively.

Other than the document being amended, restated and replaced hereby as referenced at the beginning of this document, nothing contained herein shall be construed or interpreted as limiting or adversely affecting any provisions of the rules or restrictions contained in any other recorded document governing the properties constituting The Wilderness, and such other recorded documents remain in full force and effect.