

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

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 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 may be found of record in the Volume 01431, Pages 00314 through 00343 of the Real Property Records of Freestone County, Texas (collectively the Additional Dedicatory Instruments).

WHEREAS, the Association desires to amend the Additional Rules of The Wilderness Property Owners Association, Inc. dated the 12th day of December, 2007, and does hereby amend and replace said Additional Rules, a copy of said Amended Additional Rules of The Wilderness Association, Inc., dated the 27th day of September, 2008, is marked Exhibit "A" and is attached hereto and incorporated herein for all purposes. 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, records this Memorandum, describing 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.

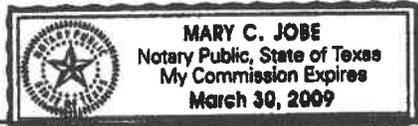
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THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
George DeHaven
President and Director



By: [Signature]
Larry Laske
Vice-President and Director

By: [Signature]
Robert Gage
Secretary and Director

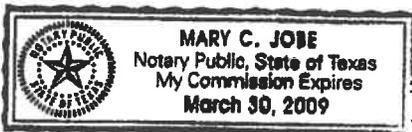
STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this the 29 day of September, 2008, by George DeHaven, President and Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)

[Signature]
Notary Public in and for the State of Texas



Mary C Jobe
Print name of notary

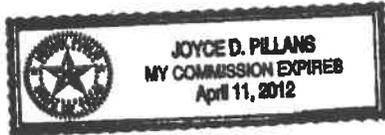
My Commission Expires: 3/30/2009

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this the 29 day of September, 2008, by Larry Laske, Vice-President and Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)



Joyce D. Pillans
Notary Public in and for the State of Texas

Joyce D. Pillans
Print name of notary

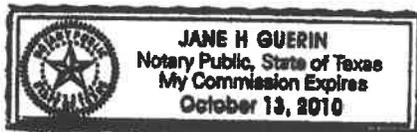
My Commission Expires: 4-11-12

STATE OF TEXAS

COUNTY OF FREESTONE

This instrument was acknowledged before me this the 30th day of September, 2008, by Robert Gage, Director of The Wilderness Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(SEAL)



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

Jane H. Guerin
Print name of notary

My Commission Expires: 10-13-10

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“EXHIBIT A”

AMENDED 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 “the Declarations” 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 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. No Truck-trailer combination with 18 wheels or more will be allowed without a special permit with applicable fees paid prior to use.
7. 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 permit with applicable fees paid prior to use.
8. 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 roadways is too great.
9. Except in connection with the Association's or Developer's construction of roadways or other infrastructure, trucks with loads exceeding 10,000 pounds are not allowed on The Wilderness roads after 11 a.m. April 1st through September 31st.

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 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 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 as set forth in section III C. 2. (a), (b), (c), 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.

- 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. All storage 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 approved by the Architectural Control Committee.
- ii. Court Construction: The court will be constructed with post tension concrete.
- iii. Court color: The court color shall be green.
- iv. Drainage: Water drainage from the court should have adequate surface drains to accommodate all water accumulation. Plan to be submitted to 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 will be submitted to the A.C.C. for approval.
- ii. Maintenance of the court will be in accordance with Article V. Section 1, of the Declaration, entitled External Maintenance.

E. Gates and Fencing

Fences and gates 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. 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 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.

H. Failure to Mow Lots

In addition to the remedies provided in the Declarations for assessing a fine against an Owner for failure to mow his lot in accordance with the Declarations, 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 Owners initial notification the Board will take corrective action as stated in the Declarations. Cumulative fines will cease upon completion of the corrective action.

III

ENFORCEMENT, FINES, FEES, AND ROAD DAMAGE

A. Fees

- 1. Home construction or additions: \$.88 per sq. foot
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.
- 2. Pools: \$2.00 per sq. foot.
Total fee based on excavated area and includes 1000 sq.ft. of walks, decks, etc.
- 3. Boat House construction: \$.30 per sq. foot
- 4. Any other project requiring delivered Concrete, Paving, stone, rock, asphalt etc. \$.30 per sq. foot
- 6. Dirt hauling or other material (in or out) \$25.00 per load
(Not part of permitted construction)
- 6. Permit fee for exceeding weight limit \$500.00-\$2000.00 per load
- 7. Water meter connection fee \$2000.00
- 8. Association annual dues 2009 \$400.00
- 9. Request for variance \$1000.00
(after construction of item in variance begins)
- 10. Request to amend plans and specifications \$300.00
(after non conforming construction begins)

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

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| 1. Speeding: | \$25.00-\$200.00 | |
| 2. Road use, load, or permit violations | | |
| (a) Exceeding Weight Limits with out permit: | \$750.00- \$5000.00 | |
| (b) Entry without permit when no fee required | \$500.00- \$1000.00 | |
| (c) 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 of Dumping regulations | \$25.00-\$200.00 | |
| 5. Failure to mow lots, 2 nd and subsequent violations with in same calendar year. | | |
| i. assessed on 11 th day after notification | \$50.00 | |
| ii additional fine per day after 11 days | \$10.00 | |
| 6. Beginning construction of any building or improvement requiring a building permit without obtaining a permit or in violation of the terms of any permit issued. | \$25.00-\$200.00 per day of violation | |
| 7. Violation of any other provisions 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 | |

D. OWNERS RESPONSIBILIY FOR ALL VIOLATIONS

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 because of the conduct of his guests, invitees, children, agents, servants, contractors, or tenants or because of the conduct of 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.

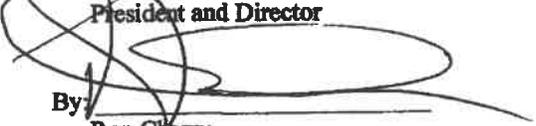
E. No Repeal of Existing Declarations

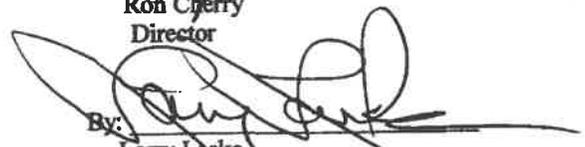
These Additional Rules do not and are not intended to repeal or modify any provision of the Bylaws or Declarations which require a vote of 75% of homeowners. These Additional Rules are intended to supplement provisions in those areas that the Declarations and Bylaws provide that the Board of Directors 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 the Declarations and Bylaws.

SIGNED ON THIS THE 27TH OF SEPTEMBER 2008

THE WILDERNESS PROPERTY OWNERS ASSOCIATION, INC.

By: 
George DeHaven
President and Director

By: 
Ron Cherry
Director

By: 
Larry Laske
Vice-President and Director

By: 
Robert Gage
Director

RETURN TO
Robert Gage
318 Stonewall DR
Streetman TX 75859

FILED FOR RECORD IN
Freestone County
Mary Lynn White
COUNTY CLERK
ON: Sep 30, 2008 AT 12:00P
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Receipt Number - 89530
By: Crystal Rossiaky, Deputy

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