



\*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

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**" 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  
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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  
Freestone County, TX

**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 PROPERTY 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");

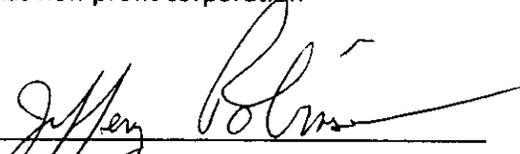
WHEREAS, in addition to the Declaration, the Association and the Property are also governed by certain recorded documents, including, without limitation (i) the Articles of Amendment to Articles of Incorporation of The Wilderness Property Owners Association, Inc. filed in the Office of the Secretary of State of Texas on July 17<sup>th</sup>, 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:   
Jeffrey Robinson,  
President and Director

By:   
Milton Komegay,  
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  
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  
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*

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*

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  
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  
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 1<sup>st</sup> and September 31<sup>st</sup>; 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 2 <sup>nd</sup> and subsequent violations Within the same calendar year	
1. Assessed on 11 <sup>th</sup> day after notification	\$ 50.00
2. Additional fine per day after 11 <sup>th</sup> 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 this 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 representative 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 in 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) or 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 than (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 be 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 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 painted 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 than 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 than 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, or 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 if (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.

There 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 fee of \$ 300.00 will be charged 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.

#### 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 confines 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 or other item prohibited thereby 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 than 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<sup>(3)</sup> 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 repair 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. 18

#### 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 for 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 dishes 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 Improvements. 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.