

**THE STATE OF TEXAS) RESTRICTIONS - WILDEWOOD SUB-DIVISION
COUNTY OF HENDERSON PROPERTY SECTIONS 1 AND 2**

THAT WILDEWOOD OWNERS ASSOCIATION, INC. a Texas Non-Profit Corporation, acting herein by and through its duly elected officers and Board of Directors for all property owners of Wildewood Subdivision in Henderson County, Texas as recorded in Volume 8, pages 82, 83, and 92, Henderson County, Texas.

Plat Records, do hereby impress all of the property included in said sub-division with the following Restrictions. Covenants, Conditions, Easements, and Maintenance Charges.

1. There shall be established an Architectural Control Committee composed of a minimum of three (3) members appointed by the President and the Board of Directors of Wildewood Owners Association Inc. to protect the owners of lots in said sub-division against such improper use of lots as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious architectural schemes, to insure the highest and best development of said property, to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general, to provide adequately for a high type of quality of improvements of said property, and thereby to enhance the value of investments made by purchasers of lots therein.

The Architectural Control Committee, and the officers and members of the Wildewood Owners Association Board of Directors shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce minimum standards for any improvements, and no act or omission shall be construed to impose any liability upon the said Architectural Control Committee or the officers and members of the Wildewood Owners Association Board thereof for damages which any grantee may sustain.

2. All lots shall be known and described as lots for residential purposes only. Only one-family residences may be erected, altered, placed or be permitted to remain on any lot(s) or any lot(s) and adjoining fractional part of another lot. Said lots shall not be used for business purposes, except as noted:

A. A home office may be established for the purpose of the owner conducting business, however no customers may visit or use the premises.

B. Lots 1 through 10, inclusive, Block 10, shall be known as lots for residential/commercial purposes.

C. No lot(s), including Lots 1 through 10, inclusive, Block 10, shall be used for any purpose that requires a License to sell or have beer, wine or liquor on or off the premises, including but not limited to, a club, tavern, liquor store or place where alcoholic beverages are sold or provided. No lot(s) shall be used for the purpose of a massage parlor, adult book/video store, adult oriented business or any establishment to satisfy any prurient interest. No lot(s) shall be used for the purpose of a junkyard, wrecking yard, manufacturing or apartment building.

D. All property owners that choose to rent their property or properties are legally responsible for maintenance, upkeep and annual maintenance charges of these properties according to Wildewood Restrictions and By-Laws. Further the property owner is responsible for their renters, lessees and their guests observance of all rules and restrictions. The property owners(s) shall be responsible for providing The Wildewood Owners Association the name of the persons renting, leasing or Contract for Deed within thirty (30) days of their moving in or signing of a Contract of Deed. The owner is responsible for providing the renter, lessee and Contract for Deed with complete copies of the restrictions, By-Laws, rules and regulations.

3. No structure of temporary character, portable buildings, cellar, tent, shack, garage, lean-to or other out buildings shall be used as a residence, either temporarily or permanently Storage buildings may not be used as a temporary or permanent residence.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No burning of household garbage will be allowed within the subdivision, adequate garbage collection service is available to all residents by Private Contractors.

5. No building shall be nearer than five (5') feet to either side or rear of property lines. The minimum setback of all buildings from the front property lines shall be twenty (20') feet. Specifically excluded are the waterfront lots, where no building shall be nearer than one (1') foot to the rear property lines.

6. No building structure, fence, or construction of any kind, including, but not limited to piers, boat slips, or other wet storage, shall be constructed, erected, or placed on any lot in this Subdivision until the building plans, specifications and plot plan showing the location of said improvements having been submitted to and approved in writing by the Architectural Control Committee for the Subdivision.

7. Each permanent home in Block One (1) shall contain not less than 1200 square feet of living area, exclusive of porches, breezeways, and garages. No permanent mobile or modular type homes or recreational vehicles (campers, travel trailers, etc.) or tents may be placed on any lot in Block One (1).

8. Each permanent home in Block Two (2), and Lots 21 through 40, inclusive, in Block three (3) shall contain not less than 1000 square feet of living area, exclusive of porches, breezeways, and garages. No permanent, mobile, or modular type homes or recreational vehicles (campers, travel trailers, etc.) or tents may be placed on any lot in Blocks Two (2) or Three (3).

9. Each permanent home in Lots 1 through 20, inclusive, in Block Three (3), shall contain not less than 864 square feet of living area, exclusive of porches breezeways and garages. No permanent mobile or modular type homes or recreational vehicles (camper, travel trailers, etc.) or tent may be placed on any lot in Block Three (3).

10. Each permanent home in Blocks Four (4) and Five (5) shall contain not less than 864 square feet of living area exclusive of porches, breezeways and garages. Each permanent mobile or modular type home shall be not less than 840 square feet, exclusive of porches, breezeways and garages, and must be underpinned within sixty (60) days. The long side shall face the front of the lot. No recreational vehicles (campers, travel trailers, etc.) or tents may be permanently placed on any lot in Blocks Four (4) and Five (5).

11. Each permanent home in Blocks Six (6) through Ten (10) inclusive, shall contain not less than 600 square feet of living area, exclusive of porches, breezeways and garages. Each permanent mobile or modular type home shall be not less than 600 square feet, exclusive of porches, breezeways and garages, and must be underpinned within (60) days. Approved recreational vehicles (travel trailers, campers, etc.) may remain on any lot, but in no event shall be used as a permanent residence. Tents may be temporarily erected, but not left unoccupied, and when struck the campsite must be cleaned.

12. Garages may be placed on any lot only thirty (30) days prior to the construction of the permanent home or placement of the permanent mobile or modular home. Approved storage buildings may be placed on any lots upon approval by the Architectural Control Committee.

13. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee provided that all exposed wood surfaces and cement block surfaces shall be painted with quality paint or stain. Good quality metal roofs of commercial grade may be used as approved by the Architectural Control Committee.

14. The roof and all exterior walls as approved by the Architectural Control Committee must be completed and painted within ninety (90) days after the start of construction. Outside storage of building supplies on any lot in this Subdivision shall be permitted only during said ninety (90) day construction period or on a case-by-case basis for events such as weather and contractor availability.

15. Lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of the State and Local Health authorities and no "outside" or surface toilets shall be permitted under any circumstances. Lavatories, toilets and bath facilities shall be completely installed before the residence is occupied.

16. No pits, holes or other excavations shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected

thereon. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

17. No old, used or existing house or pre-built or prefabricated house or structure, or mobile home or modular type home shall be moved or placed or maintained on any lot in the subdivision without written approval of the Architectural Control Committee and any such moving or placing of a house, home, or structure in the subdivision must be in compliance with existing state or federal law.

18. No residential lot shall be used for the purpose of raising hogs, pigs, goats, sheep, rabbits, chickens or other fowl, or other animals, or as a place for keeping horses, mules, cattle or other animals, provided that the occupants of each residence may keep the usual and customary domestic animals as "pets" but no commercial cat or dog kennel shall be permitted.

19. No billboards, signboards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot of the subdivision, except the one (1) sign containing not more than nine (9) square feet of surface area may be displayed for the sale of an unimproved lot or dwelling house and lot.

20. An easement is reserved for utility and maintenance over the side and rear five (5) feet of each lot, except Lots 1 and Lots 29 through 46, inclusive. Block Nine (9), where the easement shall be ten (10) feet on the rear. An easement is reserved for utility installation and maintenance over the front ten (10) feet of each lot. Guy wires may be constructed as required.

21. Each lot in Wildewood shall be subject to a monthly-maintenance charge of \$7.00, payable annually, on the first day of January of each year, beginning January 1, 2006, to the Wildewood Owners Association at its office in Henderson County, or at such other address as may be fixed, such charge to be secured by a Vendor's Lien upon said Lots. The maintenance charge for a lot purchased during the year shall be prorated. The fund created by the maintenance charge will be used to cover expenses incurred in the maintenance and operation of the Association properties and facilities and/or community improvements and programs. The maintenance charge can be lowered by majority vote of the Board of Directors of the Association, but in no event shall be raised, except by 51% of the then owners.

Such maintenance charge shall extend for a period of ten (10) years from January 1, 2003, and shall be extended automatically for successive periods of ten (10) years unless the then owners of a majority of the lots in the entire addition vote to discontinue such charge, such action to be evidenced in a written instrument signed and acknowledged by the owners of a majority of the lots and recorded in the Deed records of Henderson County, Texas. By acceptance of his Deed each purchaser agrees and consents to and joins in such maintenance charge.

The Board of Directors may levy a Special Assessment, applicable to that year only: for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, provided that such assessment shall have the majority vote of the owners attending a Special Assessment

Meeting called for such purpose. A written notice shall be sent to all owners not less than thirty (30) days in advance setting forth the purpose of a Special Assessment Meeting.

22. The owner of each lot shall keep the same clean and free of weeds and underbrush for reasons of sanitation and fire prevention. All lots will be kept free of trash, garbage, appliances and junk or abandoned vehicles. Failure to do this, owners will receive a ten (10) day notice from the Architectural Control Committee to have each lot mowed and/or cleaned. If not, the Association will have the lot mowed and/or cleaned at the owner's expense. Burning of vegetation is permissible so long as no burn ban is in effect. Vegetation fires shall not be left unattended. Burning of noxious materials, including household garbage will not be permitted.

23. It is specifically pointed out that as to water front lots, an easement is on file in the Deed of Records of Henderson County, Texas in favor of Upper Neches River Authority providing for certain rights including, but not limited to the right to overflow, flood or cover land up to the 355 foot contour. It is further noted that as to certain lots, an easement is on file in the Deed of Records of Henderson County, Texas, in favor of Upper Neches River Authority providing for and limited to the right to overflow, flood or cover land up to the 355 foot contour.

24. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Subdivision, whether by descent, devise, purchase, or otherwise, and any person by the acceptance of Titles to any foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of (10) years from the date thereof, at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless, by a vote of 51 % of the then owners of the lots in said Subdivision (each lot having on (1) vote, taken prior to the expiration of said ten (10) year period and filed for record in said County, it is agreed to amend or release same.

25. If any person or persons shall violate or attempt to violate any of the restrictions and covenants hereon, it shall be lawful for any person or persons owning any lot in said Subdivision to prosecute proceeding at law or in equity against the person violating or attempting to violate any such restriction and covenant, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by Judgment or Court Order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect. 2006

WITNESS THE EXECUTION HEREOF on this the 1st day of January, 2003

WILDEWOOD OWNERS ASSOCIATION, INC.

Joseph W. Haley, President

Doug Hix, Director

Danny Harris, Vice-President

John L. Abbott, Director

Regina Feurhelm, Secretary/Treasurer

Charles Sage Jr, Director

Carolyn Blake, Director

Attest:

Linda C. Hix

These Revised Restrictions replace the original Wildewood Subdivision Restrictions filed under Clerk's File No. 5566 1973, and recorded in Vol.8, Page 82, 83 & 92, Henderson County, Texas.