

RESTATED AND AMENDED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS,

DEED OF TRUST

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COUNTY OF GALVESTON,

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This Declaration, made on the date hereinafter, set forth by Wilderness Trails Homeowners Association (WTHOA), a Texas corporation, hereinafter referred to as "Declarant." This Declaration wholly replaces any and all previously existing declarations or amendments to any former declarations.

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APPLICABILITY:

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All the lots in Wilderness Trails, Section I, II, III, and IV Subdivision, Galveston County, Texas according to the Maps or Plats thereof, in the Map Records of Galveston County:

Deleted: WHEREAS, Declarant is the owner of that certain property in Wilderness Trails I, a subdivision in Galveston County, Texas, described as follows:

Section I

Block One (1), Lots One (1) through Seventeen (17); Block Two (2), Lots One (1) through Thirteen (13); Block Three (3), Lots One (1) through Twenty-Six (26); Block Four (4), Lots One (1) through Twenty-Eight (28); Block Five (5), Lots One (1) through twenty (20); Block Six (6), Lots One (1) through Twenty (20); Block Seven (7), Lots One (1) through Twenty-Seven (27); Block Eight (8), Lots One (1) through Twenty-One (21); Block Nine (9), Lots One (1) through Twenty-Four (24); Block Ten (10), Lots One (1) through Forty-Five (45); Block Eleven (11), Lots One (1) through Sixteen (16); Block 12 (12), Lots One (1) through Twenty-Eight (28); Block Thirteen (13), Lots One (1) through Twenty-Four (24); Block Fourteen (14), Lots One (1) through Nineteen (19); Block Fifteen (15), Lots One (1) through ~~Forty-One (41)~~; Block Sixteen (16), Lots One (1) through ~~Sixteen (16)~~; Block Seventeen (17), Lots One (1) through Twenty (20); Block Eighteen (18), Lots One (1) through Twenty-Six (26); Block Nineteen (19), Lots One (1) through Nineteen (19); Block Twenty (20), Lots One (1) through Fifty-Seven (57); Block Twenty-One (21), Lots One (1) through Eighteen (18); Block Twenty-Two (22), Lots One (1) through Ten (10).

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Section II

Block Three (3), Lots One (1) through Twenty-Five (25); Block Four (4), Lots Three (3) through Thirty-Two (32); Block Seven (7), Lots Three (3) through Twenty-Five (25); Block Eight (8), Lots One (1) through Twenty-One (21); Block Ten (10), Lots Fourteen (14) through Thirty-Two (32); Block Fourteen (14), Lots Ten (10) through Nineteen (19).

Section III

Block Twelve (12), Lots One (1) through Twelve (12); Block Thirteen (13), Lots One (1) through Twelve (12); Block Fourteen (14), Lots One (1) through Nine (9); Block Fifteen (15), Lots One (1) through Forty-One (41); Block Sixteen (16), Lots Eight (8) through Fifteen (15); Block Seventeen (17), Lot One (1) and Lots Eleven (11) through Twenty (20); Block Twenty (20), Lots One (1) through Four (4) and Lots Forty-Nine (49) through Fifty-Seven (57).

Section IV

Block Sixteen (16), Lots One (1) through Seven (7); Block Seventeen (17), Lots Two (2) through Ten (10); Block Eighteen (18), Lots One (1) through Twenty-Six (26); Block Nineteen (19), Lots One (1) through Nineteen (19); Block Twenty (20), Lots Five (5) through Forty-Eight (48).

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvements and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

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NOW, THEREFORE, Declarant adopts, establishes and imposes upon those above described lots of Wilderness Trails, Section I, II, III, and IV and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, an shall insure to the benefit of each owner thereof.

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## ARTICLE I

### Definitions

Section 1. "Association" shall mean and refer to WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION, a non-profit corporation, its successors and assigns.

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contrast sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to those certain Lots in Wilderness Trails, Section I, II, III, and IV described above, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 4. "Lot" shall mean and refer to any plot of land as described above.

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Section 5. "Noxious" shall mean harmful or injurious to health or physical well-being.

Section 6. "Offensive" shall mean causing resentful displeasure, highly irritating, angering, or annoying.

Section 7. "Nuisance" shall mean any activity placing undue hardship on adjoining properties or owners within the subdivision.

## ARTICLE II

### Reservations, Exceptions and Dedications

Section 1. Recorded Subdivision Maps of the Properties. The recorded subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof, and such recorded subdivision maps of the Properties further establish certain restrictions applicable to the Properties including without limitation certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the recorded plats or replats of the subdivision of the Properties are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed, conveying said property or any part thereof, whether specifically referred to therein or not.

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Section 2. Easements. Declarant reserves for the public use of the easements and rights-of-way as shown on the recorded subdivision maps of the Properties for the purpose of constructing, maintaining, and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration and Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or

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servants, to fences, shrubbery, trees or flowers of any other property of the Owner of the land covered by said easements.

Section 3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contact, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric light, electric power, telephone or telegraph purposes. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

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**Deleted:** Following section deleted by Amendment dated June 1984¶  
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Section 4. Cable Television Reservation. Declarant reserves the right to hereafter enter a franchise or similar type agreement with one or more Cable Television Companies and Declarant shall have the right and power in such agreement or agreements to grant to such Cable Television Company or Companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the plat referenced above and Declarant does hereby reserve unto itself, its successors and assigns the sole and exclusive right to obtain and retain all income, revenue and other things of value paid or to be paid by such Cable Television Companies to Declarant pursuant to any such agreements between Declarant and such Cable Television Companies.¶

### ARTICLE III

#### Use Restrictions

Section 1. Single-family residential construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling as previously described in Section 1 shall have an attached or detached garage or carport for no more than (3) cars wide. A minimum of 50% of the first floor wall area of the top of the first floor window height and exclusive of openings shall be of masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

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Section 2. Residential purposes. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes with the exclusion of home operated business that do not create a nuisance to the subdivision at large. No building of any kind shall ever be moved onto any lot within said subdivision, with the exception of storage or children's play structures, which must be approved by the Architectural Control Committee (see Article IV) prior to construction and placement.

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Section 3. Minimum square footage within improvements. Those lots described above as shown on the plat of Wilderness Trails, Section I, are restricted to a dwelling with a minimum of 1,600 square feet of livable area, exclusive of open porches and garages, carports or parking spaces. Lots in Sections II, III, and IV are restricted to a minimum of 2000 square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

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Section 4. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each side of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence it occupies.

**Deleted:** As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any lot within said subdivision.

Section 5. Location of the improvements upon the lot. No building shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback line shown on the recorded plats or replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall be located no less than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part of the house building, carport or garage shall be located nearer than five (5) feet an interior side lot line or ten (10) feet to any exterior lot line on a corner lot. For the purposes of this covenant, eaves, steps and

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unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed upon another lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 6. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than ninety (90) feet.

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Section 7. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot, which may be or become an annoyance or a nuisance to the neighborhood. The Board of the Homeowners Association shall determine what constitutes an annoyance, nuisance, noxious or offensive activity. Any determination by the Board of the Homeowners Association is final and cannot be appealed.

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Section 8. Use of temporary structures. No structure of a temporary character, whether trailer, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence.

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Section 9. Storage of automobiles, boats, trailers, and other vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up trucks, or pick-up trucks with attached bed campers, that are in operating condition, having current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No motorized vehicle may be parked on unpaved front or side yard of the Lot for more than (1) day.

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Deleted: , or for any other purpose, with the exception of lawn storage or children's playhouses provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

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No non-motorized vehicle, trailer, recreational vehicle, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, in any part of any lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage, behind a solid fence, or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 10. Mineral operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon on in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

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Section 12. Walls, fences, and hedges. No hedge, wall, or fence shall be erected between the front of the lot (street side) and the front plane of the house as situated on the Lot. No hedge, wall, or fence

shall be more than eight (8) feet high. All fence plans must be submitted to and approved in writing by the Architectural Control Committee before installation. Replacement of existing fences with same design and material does not require approval, as long as they meet current deed restrictions. All pickets missing, rotted, broken, or warped and in public view must be replaced and fences constructed of other materials (i.e. wrought iron) must be painted and properly maintained. All fences must be plumb, with no noticeable lean. All gates must be maintained in good working order.

Section 13. Visual obstruction at the intersection of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 14. Lot maintenance. The Owners or occupants of each Lot shall at all times adhere to the following provisions.

- a. Weeds and grass. The Owners or occupants of each Lot shall at all times keep all weeds and grass, both visible and in enclosed yards, cut in a sanitary, healthful and attractive manner. All concrete edges, including curbs, sidewalks and driveways shall be edged. All weeds in driveway and sidewalk shall be removed or controlled. Weeds shall be removed from flowerbeds and other designated landscape area.
- b. Landscaping. The Owners or occupants of each Lot shall maintain their landscaping in a sanitary, healthful, and attractive manner. Tree limbs close to street and/or sidewalk shall be trimmed to assure no damage to parked automobiles or pedestrians. Landscape trimmings shall be cut and bundled to ensure timely trash pick-up. Mailboxes shall be maintained in an attractive manner and shall be upright or plumb to the street.
- c. Storage of equipment. Owners shall in no event use any Lot for storage of materials and other equipment except for normal residential requirements or incident to construction of improvements as permitted. Owners shall store yard equipment and storage piles out of public view.
- d. Trash and garbage. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials shall be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition.
- e. New building materials. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.
- f. Street address. Each Lot shall have its street address marked in a manner that is legible from the street.
- g. Gutter maintenance. The owners shall ensure all gutters erected on dwellings are in good condition, functional, and hung in a manner that is attractive to the property. Gutters shall be repaired, or replaced as needed.

**Deleted:** No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be of a wooden material and plans for fence installation must be submitted to and approved in writing by the Architectural Control Committee before installation.

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h. Window treatment. No window in any dwelling that is visible from any other Lot or a street may be covered with any aluminum foil or other nontransparent material unless specifically designed for windows, such as solar screens.

i. Clothes drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from the street, nor shall clothing or household fabric or any other article be hung, dried, or aired on any Lot in the Subdivision in such a way as to be visible from the street.

j. Building maintenance. All dwellings shall be maintained and paint shall be in good condition. Maintained means but is not limited to conditions normally accepted by public as a whole. Examples include but are not limited to, any rotting wood, mildew, cracked masonry, or peeling paint.

Section 15. Signs. No permanent sign shall be erected on any residential lot. Temporary signs for any and all purposes shall comply with governmental regulations or codes if more restrictive, else they shall not exceed five (5) square feet in total size and restricted as follows:

- In all cases, the sign must be placed on the owner/resident property and with the permission of the owner/resident.
- For Sale or Lease—must be removed when property sold/leased.
- Political signs—The Home Owners Association adopts and incorporates Texas Property Code Section 202.009 for rules regarding the display of political signs. Any display of political signs must adhere to Texas Property Code Section 202.009.
- Events (garage sales, parties, etc)—limited to one week prior to the event. Must be removed within 1 day of the end of the event.
- Lost pet—limited to two weeks. Must not be attached to street or stop sign posts.
- Contractor's signs—limited to the period the contractor is actually performing work on the property. Must be removed if work stops for any reason.
- Signs associated with youth activities or patriotic signs are permitted.

Section 16. Maximum height of antenna. No radio or television antenna wires or antenna shall be maintained on any portion of any Lot forward of the front building line of said Lot; nor shall any antenna of any style be permitted to extend above the roof of the main residential structure on said Lot. No antenna or wires shall be visible from the street which runs in front of said Lot.

Section 17. Structure Changes. If any changes are made to a structure they must first be approved by the ACC as set forth in Article IV and the structure shall be made compliant with the current deed restrictions.

#### ARTICLE IV Architectural Control Committee

Section 1. Approval of building plans. No building shall be erected, placed, altered, modified, or expanded on any Lot until the construction plans and specifications and plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect of topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of Wilderness Trails subdivision. These standards are maintained in a controlled document entitled "Minimum Building Standards", which are approved by the Board of the Homeowners Association by majority vote and used by the Architectural Control Committee as minimum guidelines for all homeowner building or remodeling requests.

**Deleted:** keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall edge the street curbs that run along the property lines. Each single family attached unit shall each keep their lot to the centerline of the lot mowed and their landscaping maintained in a sanitary, healthful, and attractive manner. Owners shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements after which these n[... [1]

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A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents, as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot. Decisions made by the Architectural Control Committee and in dispute by the homeowner may be appealed to the Board of the Homeowners Association in writing within thirty (30) days of the Architectural Control Committee's original decision. The Board of the Homeowners Association will review the issue and render a decision, which in its judgment shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee shall consist of three (3) members appointed by the Board of the Homeowners Association. At any time, the Board of the Homeowners Association can change the membership of the committee, discontinue the committee, or restore the committee to any of its powers and duties, through a simple majority vote.

Section 3. Replacement. In the event of death or resignation of any member or members of the Architectural Control Committee, the Board of the Homeowners Association shall appoint a successor member or members with full authority as Section 2 above.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards called the "Minimum Building Standards"; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

## ARTICLE V

### Wilderness Trails Homeowner's Association

Section 1. Membership. Every owner of a lot subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

Section 2. Voting Rights. The Owner shall be entitled to one vote for each Lot owned and must be current on their dues/assessments. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Non-Profit Corporation. WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION, a non-profit corporation, has been organized, and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, lines and rights hereunder in favor of the Association in said corporation.

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Class A. Class A members

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Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever comes earlier: ¶

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<#>when the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership; or¶

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The Class A and Class B member{ ... [3]

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Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

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## ARTICLE VI

### Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any common areas. The responsibility of the Homeowners' Association shall include, but not be limited to the maintenance and repair of the walkways, steps entry gates, or fountain areas, if any; constructing and maintaining parkways, right-of-ways, easements, esplanades and other public areas; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen, if desired, caring for vacant lots and doing other thing or things necessary; or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgment of the Association, in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

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Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of such Lot as set forth under Applicability on Page 1, within Wilderness Trails subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to the Homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the Owner or Owners of any Lot at Twenty Percent (20%) of the rate assessed to Homeowners until completion and occupancy of a permanent structure thereon by a Homeowner. Furthermore, on such undeveloped Lots the assessment shall accrue at the above Twenty Percent (20%) rate but shall not become due and payable until the completion of a residence upon said Lot and the closing of title too said residence into the purchaser of the completed residence.

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Following section amended by amendment dated May 1984. See document for new text.

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Upon completion and occupancy, the assessment for the first year of ownership of any fraction thereof shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1, for the preceding first year or fraction of the first

year. After the first year, the maintenance charge will be collected annually in the amount of annual assessment, payable on January 1, of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of the Homeowners Association as the needs of the subdivision may, in the judgment of the Board of the Homeowners Association, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed Twenty Dollars (\$20.00) per Lot per month, or Two-Hundred and Forty Dollars (\$240.00) per Lot per year, unless increased or decreased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote (see Article VII, Section 3).

Section 4. Annual assessment. The maximum annual assessment allowed shall be no greater than Two-Hundred and Forty Dollars \$240.00. The annual assessment may be increased each year not more than 10% above the annual assessment for the previous year by a majority vote of the Board of the Homeowners Association, but can never exceed the maximum annual assessment allowed unless these Declarations are amended per Article VII, Section 3. The Board of the Homeowners Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 5. Effect of non-payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Maintenance Area or abandonment of his Lot. In addition, the Board of the Homeowners Association reserves the right to report homeowners delinquent on assessments to credit reporting bureaus or agencies.

Section 6. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

Section 7. Future Sections. The Association shall use the proceeds of the maintenance fund for the use and benefit of all residents of Wilderness trails subdivision, as well as all subsequent sections named the same or of Wilderness Trails subdivision different name; and any other properties annexed into the Association; provided, however, that each future section to be entitled to the benefit of this maintenance fund, must be impressed with the subject to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and the further made subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration and/or the Veterans Administration, and approval of each stage of development, such future properties of the same name or of a different name may be annexed into the Association by the Declarant. The Declarant may also dedicate additional common area upon submission and approval to the Federal Housing Administration and/or the Veterans Administration.

Section 8. New Address. Owners shall ensure the Board of the Homeowners Association has a current mailing address if the owners do not reside at the owner's Lot. (i.e. rent property).

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- Deleted: with a two-thirds (2/3) vote of each class of membership who are voting in person or in proxy, at a meeting duly called for this purpose.
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Following section amended by Amendments dates June 1984. See document for new text.
- Deleted: To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or a the instance and request of the Declarant and the Owner of any such Lots to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; at ... [4]
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ARTICLE VII

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General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Galveston County Texas. Upon any violation or attempt or violate any of the covenants herein, it shall be lawful for the Association or any other lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to so thereafter.

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Section 2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.

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Section 3. Association member voting procedure. When the Board of the Homeowners Association seeks majority vote for the approval of Declaration changes or annual Assessment increases above the maximum; letters describing the change, voting ballots, and stamped return envelope shall be mailed regular, first-class mail to the each property address as well as the Owner's address the Association has on file if different then property address. All voting ballots not returned within 30 days of the date stated on the letter and ballot, will be considered a "yes" vote for any and all changes as described in the mailing.

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Section 3. FHA/VA approval. So long as the Declarant, its successors and assigns, are in control of the WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION, the following actions will require the approval of the Federal Housing Administration and/or the Veteran's Administration; Annexation of additional properties; dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

EXECUTED this \_\_\_ day of \_\_\_, A. D. 2005.

Wilderness Trails Homeowners Association (WTHOA) President

BY: (signature on file)

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STATE OF TEXAS,

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COUNTY OF HARRIS,

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BEFORE ME, the undersigned authority on this day personally appeared (signature on file) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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GIVEN under my hand and seal of office this \_\_\_ day of \_\_\_, 2005.

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(Notary Seal and signature on file.)

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keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall edge the street curbs that run along the property lines. Each single family attached unit shall each keep their lot to the centerline of the lot mowed and their landscaping maintained in a sanitary, healthful, and attractive manner. Owners shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

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, advertisements, billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

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Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever comes earlier:

when the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership; or

January 1, 1990.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation act, and both classes shall vote upon all members as one group.

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To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or a the instance and request of the Declarant and the Owner of any such Lots to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien;

and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof.