

ORIGINAL

RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE WILDERNESS

STATE OF TEXAS §
 §
COUNTY OF FREESTONE §

THIS RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WILDERNESS (TOGETHER WITH ANY AND ALL AMENDMENTS AS RECORDED IN THE REAL PROPERTY RECORDS OF FREESTONE COUNTY, TEXAS, THIS "DECLARATION") IS APPROVED, CONSENTED TO AND ADOPTED SO AS TO BE EFFECTIVE AS OF APRIL 22, 2006 (THE "EFFECTIVE DATE") BY GREATER THAN SEVENTY-FIVE PERCENT (75%) OF THE VOTES OF ALL MEMBERS/OWNERS CAST WITH RESPECT TO ALL LOTS WITHIN THE WILDERNESS (HEREINAFTER REFERRED TO AS THE "PROPERTY" AND DESCRIBED AS WILDERNESS AREAS I, II, III, IV, V, VI, VII, VIII, IX, X, AND XI ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF), AS REQUIRED BY THE PREVIOUSLY RECORDED RESTRICTIVE COVENANTS PERTAINING TO LOTS LOCATED WITHIN THE PROPERTY, IMPOSED BY DEEDS TO SUCH LOTS (COLLECTIVELY, THE "PRIOR RESTRICTIONS"), AND THIS DECLARATION AMENDS, COMPLETELY RESTATES, SUPERSEDES, REPLACES AND HEREBY RELEASES OF RECORD ALL OF THE PRIOR RESTRICTIONS IN THEIR ENTIRETY, INCLUDING, WITHOUT LIMITATION, THOSE RECORDED IN VOLUME 1261, PAGE 784 ET SEQ AND IN VOLUME 01291, PAGE 00191 ET SEQ OF THE REAL PROPERTY RECORDS OF FREESTONE COUNTY, TEXAS.

For the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the land constituting the project, the undersigned hereby declare that all of the real property described above and each part thereof and all interests of any kind therein, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto, shall be held, sold, and conveyed only subject to the following easements, authority, assessments, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.
DEFINITIONS

The following words as used in this Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to The Wilderness Property Owners Association, Inc., a Texas nonprofit corporation, and mandatory membership homeowners association, its successors and assigns of its entire interest, acting through and by its Board of Directors.

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Section 2. "Declarants" or "Developers" shall mean CW Dalcan Investments, Ltd., a Texas limited partnership (successor in interest to The Wilderness Realty Partners, L.P. and The Wilderness Land Partners, L.P.) and its successors and assigns which hereafter acquire all of the remaining undeveloped or unsold portions of the project for the purposes of development and sale consistent with and subject to this Declaration. "Declarants" or "Developers" shall not mean other real estate developers or builders, whether holding tracts for speculation, building spec homes, or otherwise.

Section 3. "tract" or "Lot" shall mean any plot of land or platted lot within the project (as may be divided and/or reconstituted in accordance with the provisions of this Declaration).

Section 4. "maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, drainage, irrigation systems, commons and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 5. "Member" shall mean every person or entity who holds membership in the Association, each purchaser of property in the project automatically becoming a member of the Association upon such purchase and being a member during such ownership.

Section 6. "Mortgagee" shall mean a holder of bona fide mortgage or a beneficiary under or holder of a Deed of Trust.

Section 7. "Mortgage" shall mean a bona fide mortgage, a deed of trust, or a vendor's lien.

Section 8. "Authority" shall mean that authority as created herein and vested in the Association.

Section 9. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 10. "drives" shall mean any common areas reserved for use by Owners for vehicular traffic.

Section 11. "commons" shall mean any property reserved for or dedicated to the common use of property Owners, including, without limitation, Wilderness Area XI described on Exhibit A hereto and, the "Deer Park" areas shown on recorded plats.

Section 12. "Owners" shall mean the record owners, including Declarants, whether one or more persons or entities, of fee simple title to any tract which is part of the project, and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation; 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.

Section 13. "project" or "The Wilderness" or "Wilderness Areas" shall mean the land herein described in Exhibit A to this Declaration, and such additions thereto as may later be brought within the jurisdiction of the Association as hereinafter provided, including, without limitation, if, when and to the extent so added by Zakanaka in accordance with the provisions of Section 3 of Article XI of this Declaration, applicable portions of the Adjacent Land pursuant to an Adjacent Land Amendment.

Section 14. "Adjacent Land" shall mean the land described on Exhibit B-1 attached hereto and made a part hereof.

Section 15. "Adjacent Land Amendment" shall have the meaning set forth in Section 3 of Article XI of this Declaration.

Section 16. "County" shall mean Freestone County, Texas.

Section 17. "Conversion Date" shall have the meaning set forth in Section 3 of Article VI in this Declaration.

Section 18. "Zakanaka" shall mean Zakanaka, LP, a Texas limited partnership (successor in interest with respect to certain property previously owned by Obe Veldman, individually, and as Trustee, and Roy Veldman), but not its successors or assigns.

Section 19. "Zakanaka Lots" shall mean Lot 33 in Phase I of The Wilderness (which is referred to as Wilderness Area I); Lot 50 in Phase IV of The Wilderness (which is referred as Wilderness Area IV); Lots 121, 122, 123, 125 and 126 in Phase V of The Wilderness (which is referred to herein as Wilderness Area V); and Lots 156 and 157 in Phase VI of The Wilderness (which is referred to herein as Wilderness Area VI).

Section 20. "Zakanaka Property" shall mean the property described on Exhibit B attached hereto and made a part hereof other than the Adjacent Land, and includes, without limitation, the Zakanaka Lots, a portion of Wilderness Area VIII, and all of Wilderness Areas IX and X, all of said Zakanaka Property constituting portions of The Wilderness and being subject to this Declaration.

ARTICLE II. EASEMENTS, DRIVES, ROADS, AND PRIVATE ROADS

Section 1. Private roads, drives, or access easements for installation and maintenance of utilities, irrigation and drainage, are established by separate instrument or instruments of record or to be placed of record by the Owner of the subject tract in the office of the County Clerk and as hereinafter set forth. Within such easements and private roads, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of service or utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such private road easements. The easement area of such tract and all improvements therein shall be continuously maintained by the Owner of such tract, except for improvements for maintenance of which a public, private, or quasi-public authority or utility company is responsible.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to representatives of the Association, to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarants, their successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any tract or common area at any reasonable time on any day to perform such maintenance within such easement, reservation or right-of-way as may be authorized herein.

Section 4. The private drive or roadway easements and other common areas as set forth on recorded plats and/or by separate instruments indicating that such areas are to be the property of the Association are/shall be owned by the Association for the private use and benefit of the Owners of the tracts within the project as therein prescribed, and under the conditions as therein set forth. No private drives, roadway easements or common areas as set forth on recorded plats and/or by separate instrument shall be deemed to be dedicated to the general public.

Section 5. The Association in its authority may take unto itself or execute unto any other fresh water supply or other utility entity right of way easements in the form and under the conditions as may at that time be required by said entity as a prerequisite to service of the project with fresh water or other utility; provided, however, that no portion of any tract on which a residence is or may be built (excluding any area already subject to an easement or within a building line or in any event which is within 35 feet of the right-of-way line of any street) shall be encumbered without the written consent of its Owner.

Section 6. The Association in its authority may take unto itself or execute unto others right of way easements in the form and under the conditions as at that time may be required by said entity to distribute to each and every tract herein water for the purposes of irrigation; provided, however, that no portion of any tract on which a residence is or may be built (excluding any area already subject to an easement or within a building line or in any event which is within 35 feet of the right-of-way line of any street) shall be encumbered without the written consent of its Owner.

Section 7. It is understood and agreed that the easements granted herein and to be granted hereafter are reserved as permanent easements for the purpose set forth and are not subject to the time limit applicable to other restrictions.

Section 8. There is hereby reserved and established a utility easement adjacent and parallel to all roadway easements. Said utility easement is twenty (20) feet wide upon the ground and twenty (20) feet wide above the ground and extends from the outside boundary of the roadway easement into and upon the adjoining property on each side thereof.

Section 9. There is hereby reserved and established an easement for purposes of drainage and/or service of utilities upon and in addition to the purposes of any existing easement of record and being still valid, such easement now made subject to all the stipulations as herein otherwise set forth pertaining to utility and/or drainage easements.

**ARTICLE III
ARCHITECTURAL AND LANDSCAPE CONTROL**

Section 1. No building or other improvements (including homes, garages, decks, porches, boathouses, outbuildings 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 elevations, 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

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sets forth good cause for an extension, which good cause shall include, without 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 landscaped 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 as determined by the Board.

Section 2. 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.

Section 3. The Architectural Control Committee shall be composed of three persons appointed annually by the Board, one of which shall be a member of the Board and a majority of which shall be comprised of persons living in The Wilderness and/or members of the Board, each to serve for a term of one (1) year. In the event of death, dismissal, or resignation of any member of the committee, the Board shall designate a successor for the remainder of such member's term. Neither the members of the Architectural Control Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Members of the Architectural Control Committee shall be held harmless and indemnified by the Association with respect to their actions taken in their capacity as members of the Architectural Control Committee.

Section 4. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing, a copy of which shall be promptly delivered by the Architectural Control Committee to the Board, together with copies of all correspondence, plans and other information and requests 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 (i) 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 this Declaration, and (ii) 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.

Section 5. 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 therefor 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. Any Owner who is in violation of this section will be fined two hundred fifty dollars (\$250.00) per day unless a special extension is granted in writing by the Architectural Control Committee. Any fine not paid within thirty (30) days of demand for payment may be enforced by recordation of an affidavit evidencing the lien on the property securing same and otherwise as with respect to any other amounts owed to the Association and secured by the lien in favor of the Association as provided in this Declaration. All homes must be site built by a builder approved in writing by the Architectural Control Committee. A copy of the building plans shall be kept at The Wilderness office during the entire construction period. A Building Permit must be obtained from the Association prior to commencement of construction. The permit will issue upon payment of (i) a Building Permit fee based on \$0.67 (67 cents) per square foot of new construction under roof, including approved outbuildings and garages (but excluding boathouses), and (ii) any other amounts then owed to the Association in accordance with the provisions of this Declaration by the Owner applying for the permit, including, without limitation, any water meter fees, delinquent assessments, late charges or expenditures reimbursable to the Association in accordance with the terms of this Declaration. Notwithstanding the designated amount in (i) above with respect to the calculation of the Building Permit fee, the Board may, from time to time by written notice to all Owners, reasonably adjust the amount per square foot on which the Building Permit fee is based.

Section 6. 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.

(c) 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.

Section 7. Prior to commencement of any site 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 to (i) require such Owner to repair such damage and cause the subject culvert to conform to the requirements of the Architectural Control Committee, or (ii) 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.

Section 8. Any boathouse owned by an Owner and all portions thereof (including, without limitation, gangplanks, walkways, railings and lights) and all easement areas in favor of the Tarrant County Water Control District ("TCWCD") are subject to the provisions of this Declaration and must comply in all respects with (i) rules, restrictions and standards promulgated by the TCWCD, and (ii) the provisions of this Declaration, including, without limitation, approval of the Architectural Control Committee with respect to suitability for an upscale residential waterfront community. Plans and specifications must be submitted to the Architectural Control Committee for approval at such time as same are submitted to the TCWCD, together with any other information reasonably necessary to convey the proposed appearance of such improvement, and if any changes are made subsequent to such initial submission, again at such time as such plans and specifications have been finalized and approved by the TCWCD. The Architectural Control Committee may promulgate rules and standards for the appearance of boathouses as it may deem appropriate, including, without limitation, roofing materials and items affixed, all subject to the approval of the Board.

Section 9. Any variance from any of the restrictions or requirements of this Declaration granted by the Architectural Control Committee shall only be valid if (i) agreed to in writing by all members of the Architectural Control Committee, (ii) memorialized in writing with the reasons for granting same, with a copy delivered to the Board, and kept on file, and (iii) not objected to by the Board within ten (10) days of receipt by the Board of such memorandum.

**ARTICLE IV.
USE RESTRICTIONS**

Section 1. TYPE OF BUILDING PERMITTED: 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 subground level areas) and one (1) boathouse and one (1) swim deck for waterfront Lots. All homes must have a private attached garage for not less than two (2) automobiles. The interior walls of all garages must be finished (drywalled 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 aluminum will be permitted for window framing. Wood frames will be painted or stained and sealed. No brick or stone shall be painted.

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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 any mobile homes (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.

Section 2. 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 residences constructed in Wilderness Area I must have a floor area of not less than two thousand (2000) sq. ft., excluding patios, driveways and garages except for the Lots designated 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 (2000) sq. ft. excluding patios, boathouses, driveways, garages and outbuildings.

Section 3. SETBACKS: 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 provisions shall be applied to such resultant site as if it were on original, platted tract.

Section 4. CONSOLIDATION AND RESUBDIVISION: Consolidation is permitted, but no resubdivision of Lots shall be allowed unless (i) the subdivision is used for simultaneous consolidation of all portions of the subdivided Lot with a contiguous Lot so as to increase the size of such contiguous Lot by the addition of the portion lost from the Lot being subdivided, or (ii) all Lots resulting from such resubdivision contain at least one (1) acre of land. After consolidation, any resulting Lot shall be considered one (1) Lot for all purposes of this Declaration, including, without limitation, voting rights and payment of assessments. Similarly, any resubdivision of a Lot in accordance with the provisions of this Section shall result in each of the Lots existing after such permitted resubdivision being treated individually for all purposes of this Declaration, including, without limitation, voting rights and payment of assessments. In no event may any Lot be subdivided in a manner which results in a remaining Lot of less than one (1) acre in size. Notwithstanding anything in this Section 4 or elsewhere in this Declaration in conflict or to the contrary, (a) Wilderness Areas VII, VIII, IX and X are, as of the Effective Date, unplatted and all or part may be platted into Lots after the Effective Date; provided, however, that any such future platting shall create Lots which are in conformance with the provisions of, and subject to the restrictions contained in, this Declaration, and shall (i) create no Lot of less than one (1) acre in size, (ii) create for each Lot a street side building line and a side tract setback line of no less than those created by the plats of the other platted Wilderness Areas for Lots which are comparable, (iii) dedicate any constructed roadways to the Association (subject to the provisions of Section 4 of Article X), and

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(iv) dedicate utility and access easements similar to those created by the plats of the other platted Wilderness Areas, and (b) no platting of or construction on any Wilderness Area which is not platted as of the Effective Date will be allowed to the extent that such platting or construction would create any type of parking areas or boat, trailer, equipment or vehicle storage or repair areas or waste storage areas, or allow such Wilderness Area to be used for anything other than a single-family residence and related roadway or to be developed in a manner inconsistent with the provisions of Article XI, Section 4, which restrictions are hereby made applicable to all unplatted Wilderness Areas.

Section 5. COMMONS: It is herein stipulated that the designated common areas may be used for any purposes required or deemed by the Association advantageous to the Owners in the project, such purpose to include but not being limited to the installation of any or all utilities, and dedication may be made upon a plat thereof or by separate instrument in writing and such dedication may be made at the discretion of the Association at any time, present or future, or the Association may allow the installation of any main or service extensions in said commons by letter or formal agreement to the utility company, or may allow installation of service lines from main to dwelling or outlets by oral approval. Any such installations made will be considered approved if the Association has not ordered such installation halted prior to completion thereof. There is hereby created an affirmative, non-exclusive easement in favor of Developers for ingress and egress over all of the common areas and for all purposes consistent with development and maintenance of the project. Use of the common areas (including roadways) shall be limited to Developers and Members, their families, tenants, employees, contractors and invitees and shall be perpetual and deemed appurtenant to each Lot. Except with respect to signs which may be erected by Developers or the Association and improvements effected with respect to the use of such areas as visually screened areas for trash collection and trailer storage for Association members, no construction, demolition or material alteration, other than landscaping or necessary repair or replacement, in, on or of the common area or any portion thereof shall be commenced or made by any party regardless of the ownership of the common area or any portion thereof, without the prior written approval of the Members having a two-thirds (2/3rds) majority of the outstanding votes of the Association. The common area shall not be encumbered as security for any indebtedness or acquired in any manner by any creditor of the Association or of any Member, acting as a creditor for satisfaction of an obligation. No exploration for or production of oil, gas or minerals shall be permitted on any portion of the common area. No sale or transfer of any portion of the common area, whether by the Association or any future owner of the common area, whether by contract, foreclosure, operation of law or otherwise, shall be effective to convey any equitable or legal title to the common area or any portion thereof unless such sale or transfer has been previously consented to in writing by the Members having a two-thirds (2/3rds) majority of the outstanding votes of the Association and all holders of any first deeds of trust placed upon any Lots. No fees or other amounts may be charged by any party for access to, on, over or across any of the common area, regardless of the ownership of the common area.

Section 6. NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED: No noxious, unsightly, or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; provided, that the foregoing shall not be interpreted to apply to normal construction activities. No hunting or discharging of firearms is permitted other than for normal personal or property protection. No strobe lights or lights of excessive wattage will be used on any tracts or any boathouses owned by any Owners. All Owners will clean up after their pets at all times. The feeding of deer and/or other wildlife is permitted, provided that a recognized feed is used for feed and not anything which may be harmful for the deer and/or wildlife. No Owner shall cause or allow his or her tract to be used in any manner which would create excessive noise or offensive odors so as to disturb other Owners and no Lot maintenance, landscaping activities shall be commenced prior to 9:00 a.m.

Section 7. **OUTBUILDINGS:** No structure of any temporary character, or out building shall be used on any tract at any time as a residence, either temporarily or permanently. No outbuilding shall be permitted unless of the same quality as required of homes by the provisions of this Declaration and shall be subject to approval by the Architectural Control Committee. Notwithstanding the above, temporary storage buildings or containers such as "RubberMaid" containers may be used with written approval of the Architectural Control Committee. Specifications and photographs of the type of temporary manufactured container and the exact location must be submitted for approval prior to locating said container on site, which container shall not exceed 36 square feet nor more than 252 cubic feet of space and shall not be located any closer than 75 feet from either the road or the waterfront. Any approved container must be screened from general view by appropriate landscape bushes.

Section 8. **SIGNS:** No signs of any character shall be allowed on any tract except as follows: (a) Owners (including Developers and builders) may display one (1) Approved Sale/Lease Sign (as hereinafter defined) to advertise an improved or unimproved Lot for sale or lease; provided, however, that Owners (including Developers and builders) may advertise waterfront Lots with an additional Approved Sale/Lease Sign readable from the water, (b) Developers and any other person or entity engaged in the construction and sale of residences within the project shall have the right, during construction and sales period, to construct and maintain such facilities as may be necessary for such construction and sale, including, but not limited to, signs as described above in (a), offices, storage areas, and model units, and (c) Developers may construct signs in the common areas to facilitate general directions and the sale of inventory Lots. A list of all unimproved Lots for sale in The Wilderness, whether by Owners or Developers, shall be maintained in The Wilderness office, if any, or, if there is no currently maintained office for The Wilderness, in a place designed by the Board. As used herein, "Approved Sale/Lease Sign" shall mean either (i) a sign measuring not more than 30" X 18" advertising the property for sale or lease which is a realtor's or builder's standard sign, (ii) the standard sale/lease sign provided by The Wilderness for Lots to be sold by an Owner (other than Developers or builders and without a realtor), the first one (1) of which (or, in the case of waterfront Lots, the first two (2) of which) shall be provided by the Association to the Owner for a charge equal to the Association's cost and thereafter replacement signs will be provided at the Association's cost, and (iii) in the case of Lots for sale by Developers, the Developers' standard for sale/lease sign not to exceed 30" X 18". No sign may be illuminated.

Section 9. **MINERAL DEVELOPMENT PROHIBITED:** No oil or gas well drilling, oil development operations, oil or gas refining, quarrying, or mining operations of any kind shall be permitted on any tract, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any portion of the project.

Section 10. **RUBBISH, TRASH AND GARBAGE:** No tract shall be used or maintained as a dumping ground for rubbish or junk and no garbage or other waste shall be kept, except in sanitary containers shielded from view. Owners of waterfront tracts shall keep the shoreline of their tract free of trash and debris. All ashes and debris remaining from burning of trees or vegetation shall be disposed of and shall not be allowed to remain in an unsightly condition. Owners shall not place dredged soil, inoperative appliances or furniture, inoperative or discarded equipment, rock or excessive accumulations of dirt on any Lot. Trash shall be placed in designated locations and containers as may be established from time to time by the Board. No incinerators or unsightly objects shall be allowed to be placed or remain anywhere on a Lot which is visible from the street, the waterfront or another Lot. Areas reserved for dumpsters and trailer and equipment storage shall be shielded from view and shall not be visible from any Lot, roadway in The Wilderness or the waterfront.

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Section 11. ANIMALS: No large animals can be kept in the residential areas or within 750 feet of any residence. No animals shall be kept, bred or raised for commercial purposes. Pets shall be controlled and shall not be kept in excessive numbers. Owners shall not allow dogs to engage in excessive barking and will take the necessary steps to prevent and stop continued barking and/or other disturbance of other Owners by their pets. Dogs shall not be allowed to roam free, and shall be kept in a fenced area approved by the Architectural Control Committee or shall be accompanied by an Owner at all times. No chickens, pigeons, pigs or livestock of any kind not generally located in an upscale single-family residential area shall be kept on any tract.

Section 12. FENCES, WALLS, HEDGES: All fences, walls and hedges must be approved by the Architectural Control Committee prior to their erection.

Section 13. SHRUBS AND TREES: No shrub or tree planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be planted or permitted to remain on any corner tract within the triangular area formed by the curb lines of such intersecting streets and a line connection such curb lines at points twenty-five (25) feet from their intersections or, in the case of a rounded corner, from the intersection of the curb line extended. The same sight line limitations shall apply on any tract within ten (10) feet of the intersection unless the foliage line is maintained at a height of more than six (6) feet above the ground level.

Section 14. RVs, BOATS, TRUCKS, BUSES, AND TRAILERS: No boat, truck (excluding pickup trucks), bus, trailer 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 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 hereby 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 such 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 campers 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), (i) up to, but not exceeding four (4) 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 (ii) one (1) 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 (i) above must be delivered to the Board at least fifteen (15) days prior to the first day which is the subject of such request and the Board will use reasonable efforts to respond in writing to such request with within fifteen (15) days after receipt. No RV, trailer, camper or similar vehicle shall be parked or placed 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 necessity 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

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changing conditions of The Wilderness as the number of residences constructed in The Wilderness increases.

Section 15. OTHER PROHIBITED ACTIVITIES: No business or commercial activity to which the general public is invited shall be conducted on any tract or from any boathouse. No laundry shall be hung outdoors. No activities inconsistent with home ownership in an upscale residential area shall be conducted and no unsightly items shall be stored or maintained on any tract or any boathouse owned by any Owner which would be visible from the street, any other home or the waterfront, including, without limitation, any inoperative automobiles, trucks, boats or other vehicles, appliances, mattresses, couches or other indoor furniture being used outdoors, any junk, trash, garbage, basketball equipment in disrepair, discarded construction materials (except during construction or renovation), rusted or inoperative grills or other items in disrepair. Owner shall not lease any portion of any Lot or improvement on any Lot for a lease term of less than one (1) year or allow other transient uses.

Section 16. 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 Lot.

Section 17. ROAD LOAD LIMITS: 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 and September; 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.

Section 18. UTILITY CONNECTIONS: All residences constructed upon the tracts herein described shall be connected with proper water, electrical, and propane services, at the expense of the Owner of said tract and all residences shall have suitable, workable septic tank system as specified by the project engineers and to be approved by the Architectural Control Committee, the County Health Agent or Tarrant County Water Control District at the expense of the Owner. All electric and other utility lines shall be buried, except for the overhead electric lines existing as of the date of this Declaration (i) running along Shenandoah and Appomattox, (ii) running between Lots 32AR and 33AR crossing Bull Run and connecting into the lines described in (i) above, (iii) crossing the end of Appomattox, and (iv) running between Lots 34A and 35A, crossing Stonewall and connecting to Shenandoah.

Section 19. 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.

Section 20. RULES AND REGULATIONS: The Board shall be empowered to adopt, amend, repeal and enforce such rules and regulations, as it deems reasonable and appropriate, governing its operation and/or the use and/or occupancy of any part of The Wilderness and to establish a system of fines and penalties enforceable as special assessments; provided, however, that the rules and regulations

