

WILDWOOD ACRES

RESTRICTIVE COVENANTS

Amended and Restated as of April 1, 2019

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HENDERSON

Pursuant to the requirements of the Amended Restrictive Covenants of Wildwood Acres Addition recorded in Volume 1366, Page 565 of the Real Property Records of Henderson County, Texas, the owners of more than fifty percent (50%) of the lots in said Subdivision do hereby amend and restate the Restrictive Covenants for the Wildwood Acres Addition, as follows:

The Property Owners of WILDWOOD ACRES, consisting of owners of land and lots in Wildwood Acres, a subdivision of a part of the SHARP WHITLEY SURVEY, A-798 and the THOMAS MITCHELL SURVEY, A-488, as shown by plat of said addition duly recorded in Cabinet 4, Slide 6, Plat Records of Henderson County, Texas, do hereby amend its Restrictive Covenants, Lots 43, 44, 45, 46, 47, 48, and 145, together with the area shown as "reserved area" bounded on west by Wildwood Way, on the north by lots 123 through 136, on the east by lots 145 through 149, and on south by lots 151 through 160, which are common areas reserved for the lot owners and are hereinafter referred to as park, ramp, and playground areas. These Restrictive Covenants, as amended and restated, shall be binding upon all owners and purchasers of lots in Wildwood Acres, and their heirs, successors, executors, administrators and assigns. The amended and restated Restrictive Covenants are as follows:

I

All residential units (a structure containing sleeping accommodations, kitchen facilities and bathroom facilities) shall contain no less than 600 square feet of interior floor space. All buildings must be completed on the exterior within 180 days from the beginning of site construction (including any exterior painted surfaces and grounds). All residential units and any outbuildings (detached structures such as garages, car ports, sheds) shall be set back a minimum of 20 feet from the front (street side) property line, shall be in accordance with the applicable governmental restrictions and shall be at least five feet from any other lot's property line, provided that any residential units and outbuildings existing as of the date of these amended and restated Restrictive Covenants shall be grandfathered with respect to these setback requirements. All outbuildings must be completed (including being painted, if applicable) in that same time period applicable to residential units. All lots (except common areas for park, ramp, and playground) shall be used exclusively for single family residential purposes. No short term rentals (for example, weekends, a week or a month) are permitted. Any rentals must be for lease terms which are 12 months or longer.)

II

All residential units shall be constructed on the owner's lot from the ground up on a pier and beam, or slab foundation. No trailers, single/double/triple wide mobile homes or manufactured homes are permitted to be moved onto a property owner's lot, regardless of whether they are new or used. No more than one single family dwelling shall be erected or be permitted on any lot, except as permitted under Section III. Outbuildings which are not used for residential purposes may be moved onto an owner's lot, provided that they are new and not used buildings.

III

No garages or outbuildings can be constructed on a lot unless a qualified residential unit has first been built and completed on the lot. If an owner owns two contiguous lots, a garage or other outbuilding can be constructed on the lot immediately adjacent to the residential unit lot, as long as the residential unit is constructed first. Any time either of those adjacent lots is ever sold, the garage and outbuilding lot must always be sold with the lot containing the residential unit. No separate sale of the garage or outbuilding lot is permitted. No garage, outbuilding, or other structure shall be used as a residence, either temporarily or permanently, with the sole exception of a separate building (for example, cottage, garage apartment) on a lot which contains a qualified residential unit where the separate building is used only for overflow of a lot owner's guests on weekends, holiday and vacations. That separate building cannot be separately rented. However, the separate building may be used for living quarters for the residential lot owner's family (for example, an "in-law suite"). Any such separate building shall be constructed on the owner's lot from the ground up on a pier and beam, or slab foundation. A trailer, single/double/triple wide mobile home or manufactured home moved onto a property owner's lot does not qualify for such use and is not permitted, regardless of whether they are new or used. NOTE: Due to certain garages which have been located on lots for several years where no qualified residential unit exists on such lot(s) or on a contiguous lot, a special exemption has been granted with respect to the requirement for a qualified residential unit to lot #115, lots #116 and #117, and lots #175 and #200, provided that until a qualified residential unit is built on the applicable lot(s), the footprint of the existing exempted structures cannot be expanded and additional structures cannot be added to the lot. The exemption grant is contained in a document to be signed by each of those lot owners and on behalf of the Wildwood Acres Property Owners Association, and to be filed with the respective deeds of such lots.

IV

Camping equipment (trailers, RV's, tents etc.) may be stored only on a lot that also contains a qualified residential unit, with the exception of the special granted exemptions referred to in Section III. Such camping equipment (including those covered by special granted exemptions) cannot be connected to sewer lines or otherwise set up for permanent or long term use as a residence. The actual use of such camping equipment is only permitted on lots which contain qualified residential units and is permissible only for overflow for their guests on weekends, holidays and vacations (less than 2 weeks).

V

No noxious or offensive activity shall be conducted on any lot which may be or become an annoyance or nuisance to the neighborhood. Each lot owner is responsible for removing any fire hazards and other safety hazards from their lot, including keeping the lot mowed and removing other hazardous materials.

No business activity may be conducted on any lot, with the exception of a business consisting of the owner providing services or products to their individual clients or customers, but not to the general public. Businesses not permitted include retail businesses; nursing or group home care businesses; child or adult daycare businesses where more than three individuals are brought to the owner's lot for care during the day; motor vehicle or equipment repairs; businesses with more than two employees parking or otherwise gathering on the owner's lot on a regular basis. No business or retail signs can be placed on any lot, except "for sale" and "garage sale" signs, and construction related signs during construction.

VI

No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. The term household pets shall only include dogs, cats, birds and other typical inside household pets usually kept in a residential dwelling, and no more than four (4) of each kind. No horses, cows, chickens, sheep, pigs or other farm-type animals shall be kept on any lot. It is the responsibility of the owners of pets to prevent their pets from becoming a safety hazard or neighborhood nuisance. All pets must be on a leash when off the owner's property, except that pets may be off leash while they are in the large park, provided that they are under the physical, visible or audible control of the lot owner or the lot owner's representative.

VII

No outside toilets (e.g. outhouses) shall be permitted on a lot. All septic tanks, with sufficient laterals, and connections to city or county water or sewage must be in compliance with local, county and state sanitary health regulations. During construction or renovation of a residential unit, temporary toilets (generally known as a "porta potty") are permitted for a maximum of 180 days. In addition, temporary toilets may be used on lots for special events, provided that the temporary toilets do not remain on the property for greater than 7 days at a time, or greater than a combined total of 21 days during a calendar year.

VIII

All lots are subject to all recorded easements of record in Henderson County, Texas.

IX

No lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other waste material shall be kept in sanitary containers. All incinerators or other equipment or containers for the storage or disposal of matter shall be kept in a clean and sanitary condition.

X

Inoperable vehicles are not allowed on any lot. Any vehicle must be removed from a lot within twenty-one (21) days after it becomes inoperable. Such restrictions do not apply to a vehicle which is parked in a garage or carport.

XI

All property must be kept in a neat and orderly condition in order to maintain the property values of all lots in the neighborhood, including but not limited to, keeping all buildings in good repair and painted/stained, and keeping fences in good repair. All lot owners must maintain their properties so that their property and items located on their property do not erode, disfigure, damage or adversely affect the adjacent property.

Grass and weeds must be mowed on a regular basis and at minimum, once every quarter of the year. In the event that any property owner fails or refuses to keep their lot mowed in accordance with these restrictions, the Property Owners Association shall have the authority, after having given reasonable notice to said property owner, to clean up non-compliant lots, and to bill the property owner for the actual costs incurred.

XII

Effective upon the acceptance of a deed for a lot, each lot owner shall automatically become a member of the WILDWOOD ACRES PROPERTY OWNERS ASSOCIATION, owned and operated by the members thereof, their successor and assigns for the purpose of (i) maintaining and enforcing these Restrictive Covenants and its By-laws to maximize the property values of Wildwood Acres and (ii) establishing, providing and maintaining parks, park equipment, dock, fishing pier, security lights and signs, all for the common benefit of the property owners.

XIII

By the acceptance and retention of title to any lot, each owner, on behalf of the lot owner, their heirs and assigns, shall and hereby does, grant and give to the WILDWOOD ACRES PROPERTY OWNERS ASSOCIATION, its successors and assigns, a lien upon the lot, to secure the payment of such dues, fines, and assessments for violation of restrictions, as the Property Owners Association shall deem necessary. Annual dues shall be determined by the Property Owners Association. Dues shall be considered delinquent if not paid on or before October 1 of each year. The Board of Directors may impose charges for late payment of dues assessments and, after notice and an opportunity for a hearing, may also impose reasonable fines, as set by the Board of Directors for violations of the declaration, bylaws and rules of the association. These Restrictive Covenants run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date of the filing of these Restrictive Covenants and that these Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots has been recorded to change these Restrictive Covenants in whole or in part. Each lot has one vote. In the case of a property owner which owns one or more lots, together with any partial lots (for example 2 and ½ lots, that lot owner shall only have a vote for each of the full lots, but not partial lots (for example, 2 votes).

Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Executed on this 27 day of August 2019.

WILDWOOD ACRES PROPERTY OWNERS ASSOCIATION

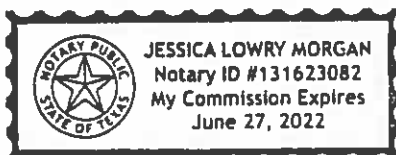
BY: Charlotte Gomez

TITLE: PRESIDENT

STATE OF TEXAS

COUNTY OF HENDERSON

This instrument was acknowledged before me on the 27th day of August 2019, by Charlotte Gomez, President of Wildwood Acres Property Owners Association, on behalf of said association, and in the capacity herein stated.



Jessica Lowry Morgan
Notary Public, State of Texas