

Special

8-123518

AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

003-06-2246

THE STATE OF TEXAS |

COUNTY OF GALVESTON |

This Amendment of Covenants, Conditions, and Restrictions is made on the date hereinafter set forth.

W I T N E S S E T H

Whereas, the signatory to this instrument presently holds a majority of votes in the Wilderness Trails Homeowners' Association, being a total of 987 votes out of an overall 1164 votes, and

Whereas, the holder of a majority of the votes in the above Association has the power under Article VII Section I of the original Covenants, Conditions, and Restrictions recorded in Volume 3324, Page 524, Deed of Trust Records, Galveston County, Texas, to amend said Covenants, Conditions, and Restrictions by an instrument setting forth said changes and recorded in the Real Property Records of Galveston County, Texas, said instrument to be executed by said majority vote holder, and

Whereas, it is the desire of the signatory hereto to effect a change in the original Covenants, Conditions, and Restrictions, and

Whereas, said Amendment was approved by the members of the Wilderness Trails Homeowners' Association by resolution approved in a special meeting of the Association having been held with proper notice on May 10, 1984,

Now therefore the signatory hereto as majority vote holder in the above Association does hereby amend said original Covenants, Conditions, and Restrictions to the extent and in the manner as hereinafter stated.

I.

Said Amendment shall only be applicable to the hereinafter described Sections and Lots therein as described on the replat of said subdivision as on record in Volume 17, Page 117, Plat Records of Galveston County, Texas, and more particularly described as follows, to-wit:

All the hereinafter described lots in Wilderness Trails Subdivision, Section Two (2), Three (3), and Four (4) according to the map or plat of record in Volume 17, Page 117, Map Records, Galveston County, Texas.

003-06-2247

Section Two

Block No.	Lot No.
3	1-25
4	3-32
7	3-25
8	1-21
10	14-32
14	10-19

Section Three

Block No.	Lot No.
12	1-12
13	1-12
14	1-9
15	1-41
16	8-15
17	1 & 11-20
20	1-4 & 49-57

Section Four

Block No.	Lot No.
16	1-7
17	2-10
18	1-26
19	1-19
20	5-48

11.

Article VI, Section 3 of said Restrictions is hereby amended to read as follows, to-wit:

Section 3, Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of such Lot as set forth under Witnesseth 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

003-06-2248

completion of a residence upon said Lot and the closing of title to said residence into the purchaser of the completed residence.

Upon completion and occupancy, the assessment for the first year of ownership or 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 Directors as the needs of the Subdivision may, in the judgment of the Board of Directors, 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 Forty Dollars (\$240.00) per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

III.

Except insofar as the Amendment in Paragraph II above all other Covenants, Conditions, and Restrictions heretofore existing on the above described property shall remain in full force and effect.

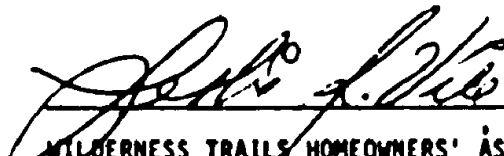
Executed this 10 day of MAY, 1984, by the hereafter stated Corporation acting by and through its duly authorized Officers, said Corporation by virtue of its ownership of the above properties holding a majority of votes in the Wilderness Trails Homeowners' Association.

ASTRO DEVELOPMENT CORPORATION


WILLIAM F. MITCHELL, President

ATTEST:


_____, President
WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION


_____, Secretary
WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION

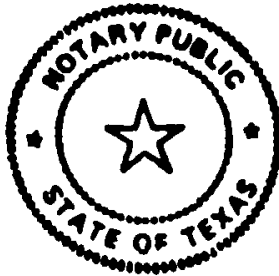
003-06-2219

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS |

COUNTY OF GALVESTON |

This instrument was acknowledged before me on May 10, 1984, 1984, by WILLIAM F. MITCHELL, President of ASTRO DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said Corporation.



Jane Baldwin
Notary Public, State of Texas.

My Commission Expires: 6-27-87

FILED FOR RECORD
MAY 21 2 43 PM '84

May 21 1984
COUNTY OF GALVESTON, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that the instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of that County of Galveston County, Texas, on

MAY 21 1984



Mary Jane Blanton
COUNTY CLERK, GALVESTON COUNTY, TEXAS

843893.1

HTC/OL BW

SPECIAL

003-27-1956

CORRECTED

AMENDMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF GALVESTON

This amendment of covenants, conditions, and restrictions is made on the date hereinafter set forth.

W I T N E S S E T H

Whereas, the signatory to this instrument presently holds a majority of votes in the Wilderness Trails Homeowners' Association, being a total of 987 votes out of an overall 1164 votes, and

Whereas, the holder of a majority of the votes in the above association has the power under Article VII, Section 1 of the original covenants, conditions, and restrictions recorded in Vol. 3324, page 524, Deed of Trust Records, Galveston County, Texas, to amend said covenants, conditions, and restrictions by an instrument setting forth said changes and recorded in the Real Property Records of Galveston County, Texas, said instrument to be executed by said majority vote holder, and

Whereas, it is the desire of the signatory hereto to effect a change in the original covenants, conditions, and restrictions,

Now therefore the signatory hereto as majority vote holder in the above association does hereby amend said original covenants, conditions, and restrictions to the extent and in the manner as hereinafter stated.

I.

Said amendment shall only be applicable to the hereinafter described sections and lots therein as described on the plat of said subdivision as on record in Vol. 15, page 119, Plat Records of Galveston County, Texas, and more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

Article II, Section 4 on page 4 of the Deed Restrictions is deleted and no other provision is substituted in its place.

III.

Article VI, Section 6 of said restrictions is hereby amended to read as follows, to-wit:

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.

IV.

Except insofar as the deletion in Paragraph II and the amendment in Paragraph III above all other covenants, conditions, and restrictions heretofore existing on the above described property shall remain in full force and effect.

003-27-1957

Executed this 25th day of June, 1984, by the hereafter stated corporation acting by and through its duly authorized officers, said corporation by virtue of its ownership of the above properties holding a majority of votes in the Wilderness Trails Homeowner's Association.

ASTRO DEVELOPMENT CORPORATION

[Signature]
W. F. Mitchell, President

ATTEST:

[Signature]
Secretary

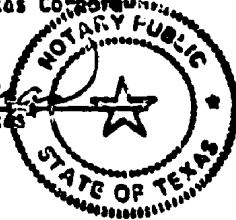
(Corporate Acknowledgement)

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on June 25, 1984, by W. F. MITCHELL, president of ASTRO DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said corporation.

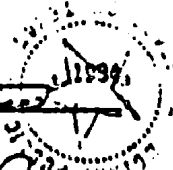
[Signature]
Notary Public, State of Texas
JANIE BALDERAS
Notary Public in State of Texas
My Commission Expires June 25



[Signature]
Housing and Urban Development

This instrument was acknowledged before me on June 27, 1984, by [Signature], Manager, Housing and Urban Development, on behalf of Housing and Urban Development.

[Signature]
Notary Public, State of Texas
GLYDIA L. POWELL
My Commission Expires 8-11-85



[Signature]
Veteran's Administration

This instrument was acknowledged before me on July 26, 1984, by [Signature], [Signature], on behalf of Veteran's Administration.

[Signature]
Notary Public, State of Texas
G. M. FERRENCE
Notary Public State of Texas
My Commission Expires March 22 8 1985



003-27-1958

EXHIBIT "A"

All lots Wilderness Trails Subdivision, Galveston County, Texas according to the plat recorded June 18, 1978 in Volume 18 page 119 in the map records of Galveston County and the replat of Wilderness Trails subdivision Section Two, Three and Four recorded February 21, 1984 in Volume 17 page 117 in the map records of Galveston County:

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 Twelve (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 Fifteen (15); 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).

FILED FOR RECORD
AUG 10 3 56 PM '84

Mary Jane Christensen
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that the instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of said County of Galveston County, Texas on

AUG 10 1984



Mary Jane Christensen
COUNTY CLERK, GALVESTON COUNTY, TEXAS

253216

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

~~2401B~~

~~DEED OF TRUST~~

~~BOOK 3324 PAGE 508~~

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

DEED OF TRUST
BOOK 3372 PAGE 630

This Declaration, made on the date hereinafter set forth by Friendswood Associate Venture, Inc., a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

All the lots in Wilderness Trails, Section I, Subdivision, Galveston County, Texas according to the Map or Plat thereof, recorded on June 15, 1978 at 1:00 P. M. in the Map Records of Galveston County:

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 Twelve (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 Fifteen (15); 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).

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditons, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement 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:

NOW, THEREFORE, Declarant adopts, establishes and imposes upon those above described lots in Wilderness Trails, Section I, 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, and shall inure to the benefit of each owner thereof.

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BOOK 3372 PAGE 509

ARTICLE I

Definitions

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

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 contract 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, 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.

DEED OF TRUST

BOOK 3324 PAGE 510 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 by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

DEED OF TRUST

BOOK 3372 PAGE 632

Section 2. Easements. Declarant reserves for the public use 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 servants, to fences, shrubbery, trees or flowers of any other property of the Owner of the land covered by said easements.

BOOK 3372 PAGE 633

Section 3. Title subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, 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.

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.

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BOOK 3372 PAGE 633

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 I shall have an attached or detached garage or carport for no less than two (2) cars. Nor shall any dwelling exclusive of open porches, carports, or garages, or patios be permitted on any Lot subdivision at a cost of less than \$20,000.00, based upon

cost levels prevailing on the date these covenants are recorded. 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. A minimum of 50% of the first floor wall area to 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.

Section 2. 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~~^{1,800} square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

Section 3. 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.

Section 4. 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.

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

Section 5. 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 forty (40) feet.

DEED OF TRUST
REC 3372 REC 635

Section 6. 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 is likely to become a nuisance or annoyance to the neighborhood.~~ This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's

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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,

Section 8. 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,

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~~_____~~
~~_____~~
~~_____~~

equipment of any kind may be parked or stored, in any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage 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 9. Mineral operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or

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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 10. 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.

Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. ~~Any fence shall be of a solid material. The plans for fence installation must be submitted to and approved in writing by the Architectural Control Committee before installation.~~

Section 12. Visual obstruction at the intersections 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 13. Lot maintenance. The Owners or occupants of each Lot shall at all times keep all weeds and grass thereof

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out 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 center line 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.

Section 14. Signs, 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

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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.

~~Section 15. Maximum height.~~ No radio or television aerial 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.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of building plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a 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 to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of Wilderness Trails subdivision. 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

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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, and its judgment shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) in number, and shall be ~~composed of~~ ^{APPOINTED BY THE BOARD OF DIRECTORS} ~~Charles Chapman, Kenneth Lindsay, and Kerry Eishes~~, who by majority vote may designate a representative to act for them. At any time, the then recorded owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

~~Section 4. [REDACTED]~~. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on or run with the term of these restrictions.

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ARTICLE V

BOOK 3324 PAGE 519

Wilderness Trails Homeowners' Association

Section 1. Membership and Voting Rights. 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 who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. 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.

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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) 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 matters as one group.

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

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Association; and all duties, obligations, benefits, lines and rights hereunder in favor of the Association in said corporation.

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.

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 to 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 assessments. 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 responsibilities of the Homeowners' Association shall include, but not be limited to the

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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 Witnesseth on Page 1, within Wilderness Trails subdivison, 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 one-half (1/2) the rate assessed to homeowners until completion and occupancy of a permanent structure thereon by a homeowner.

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CHARGED
DUE TO
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RULING
w/ DR:
BOONE.

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 Directors as the needs of the subdivision may, in the judgment of the Board of Directors, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$20.00 per Lot per month, or \$240.00 per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. Maximum annual assessment. Until January 1, 1982, the maximum annual assessment shall be \$240.00. From and after January 1, 1982, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year 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. The Board of Directors may fix the annual assessment at a amount not in excess of the maximum, and 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. The dates shall be established by the Board of Directors.

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 six (6%) 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.

Section 6. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund and all annual and

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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 at the instance and request of the Declarant and the Owner of any such lot 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.

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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 and subject to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and 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.

ARTICLE VII

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 then 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 to 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 do 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.

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 prior 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.

This Declaration is made in place of and in correction of the Declaration dated June 2, 1980, and recorded in Book 3324, page 508 of the Deed of Trust Records of Galveston County, Texas, wherein by error the name of the Declarant was misspelled and the acknowledgments contained certain defects; however, in all other respects the former Declaration is hereby confirmed.

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EXECUTED this 29th day of September, A.D., 1980.

FRIENDSWOOD ASSOCIATE VENTURE, INC.

By W. L. Chaplin
PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. L. Chaplin, President of Friendswood Associate Venture, Inc., a Texas corporation, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of September, 1980.



Johnnie F. Davis
Notary Public in and for
Harris County, T E X A S

My Commission Expires: _____

-18-
JOHNNIE F. DAVIS
Notary Public in and for Harris County, Texas
My Commission Expires 9/27/81

ATTEST:

AMERICAN GENERAL INVESTMENT CORPORATION

By N/A

By L.A. Benson
L.A. BENSON, SENIOR VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared L.A. Benson, Senior Vice Pres. of American General Investment Corporation, a corporation, 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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of September, 1980.



Judith A. Jones
Notary Public in and for
Harris County, T E X A S
My Commission Expires: 10/18/80

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RETURN TO:
FIRST SOUTHWESTERN TITLE AGENCY, INC. - B.W.
6420 Richmond Ave., Suite # 578
Houston, Texas 77057
(713) - 874 - 0000

253216

RECORDED RECORDS
OCT 7 4 60 PM 1990

Copy for Clerk
RECORDED RECORDS

Walter J. ...
COUNTY CLERK



OCT 7 1990

NOTE: This is a copy of the original and not a true copy. It is not to be used as evidence in any court of law. The original is on file in the County Clerk's Office.

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