

SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

DOCUMENTS GOVERNING ALL SECTIONS WITHIN THE FOLLOWING SUBDIVISION:

WILDERNESS TRAILS, plat recorded on June 15, 1978, Plat Record/Book 15, Map Number/Page 119, Instrument No. 7819960 of the Official Public Records of Real Property of Galveston County, Texas.

WILDERNESS TRAILS, SECTION ONE, partial replat recorded on February 3, 1981, Plat Record/Book 15, Map Number/Page 200, Instrument No. 8103363 of the Official Public Records of Real Property of Galveston County, Texas.

WILDERNESS TRAILS, SECTION ONE, partial replat recorded on November 29, 1982, Plat Record/Book 17, Map Number/Page 62, Instrument No. 8236132 of the Official Public Records of Real Property of Galveston County, Texas.

WILDERNESS TRAILS, SECTIONS TWO, THREE and FOUR, plat recorded on February 21, 1984, Plat Record/Book 17, Map Number/Page 117, Instrument No. 8408142 of the Official Public Records of Real Property of Galveston County, Texas.

WILDERNESS TRAILS, SECTION III, a replat of Wilderness Trails III and IV, recorded in Plat Record/Book 18, Map Number/Page 292, Instrument No. 9112793 of the Official Public Records of Real Property of Galveston County, Texas.

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS
PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENTS GOVERNING THE
ABOVE-DESCRIBED SUBDIVISION

**RESOLUTION REGARDING
ADOPTION OF STATUTORY POLICIES
WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Wilderness Trails Homeowners' Association ("the Association"), as well as the pertinent provisions of the Texas Property Code, and the Texas Non-Profit Corporation Act (Business Organizations Code), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas State Legislature recently enacted certain statutes applicable to community associations throughout the State of Texas, including a requirement that certain policies and procedures be adopted by each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code; and,

WHEREAS, the Board of Directors desire to adopt those policies and procedures as specified below, and which shall be attached hereto and recorded in the office of the County Clerk, in accordance with the recent legislation, which shall in all respects encumber the properties within the Wilderness Trails subdivision.

NOW, THEREFORE, BE IT RESOLVED that the following policies are hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code:

- ☒ Collection Policy
- ☒ Document Retention Policy
- ☒ Document Production and Copying Policy
- ☒ Roofing Guidelines
- ☒ Religious Items Guidelines
- ☒ Solar Devices Guidelines
- ☒ Flag Guidelines
- ☒ Rainwater Systems and Drought-Resistant Landscape Guidelines

This Resolution Regarding Adoption of Policies is hereby adopted on behalf of the Association, and in accordance with the mandate of Chapter 209 of the Texas Property Code.

Adopted on this 17 day of SEPTEMBER, 2014.5

WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION

Wesley D. Coleman
Signature

WESLEY D. COLEMAN
Print Name

Secretary
Position

Catherine M. Wise
Signature

CATHERINE M. WISE
Print Name

DIRECTOR
Position

Michael J. Dunham
Signature

MICHAEL J. DUNHAM
Print Name

DIRECTOR
Position

Deborah Winters Chaney
Signature

DEBORAH WINTERS CHANEY
Print Name

Vice President
Position

James E. Gerland
Signature

JAMES E. GERLAND
Print Name

PRESIDENT
Position

Signature

Print Name

Position

WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION COLLECTION POLICY

Purpose:

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner.

Policy:

The Board of Directors will establish association dues each year. An assessment invoice shall be mailed to each Member in October, November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Management Company or a Director if an assessment invoice is not received by the Member by December 31st.

Payment deadline of the annual Association dues is expected on or before January 1st of each successive calendar year. A 30-day grace period (until January 31st) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1, an assessment or any portion thereof that is delinquent shall incur interest at the annual rate of six percent (6.00%). All delinquent accounts may be assessed a late charge of a reasonable amount for each and every month that any portion of the balance remains unpaid. If a late charge penalty is adopted by the Board of Directors, such late charges shall be charged to delinquent accounts on the same day of each successive calendar month, which day shall be determined by the Board.

The Management Company and/or Board may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. By March of a respective year, the member / property owner shall have been sent at least one delinquency notice. The owner shall be responsible for all postage costs associated with the delinquent notice(s) that are sent.

The Association shall permit delinquent homeowners to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee shall be assessed to the owner's account for preparation of the payment plan, along with a monthly administrative fee of a reasonable amount, for each payment received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be eighteen (18) months. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan.

Members / property owners who have not paid their annual assessments in a timely manner shall be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate. Formal legal action shall be brought against those owners and/or properties sustaining a delinquent balance.

and/or which accounts reflect assessments and related charges which are overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after proper notice to owners in accordance with the Texas Property Code, and the results of such vote shall be reflected in the minutes of the meeting.

Priority of Payments

Payments shall be applied in the following order:

1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or 3rd party collection costs incurred by the Association related to efforts to collect assessments or any other charge that could provide basis for foreclosure;
4. Any attorney's fees not subject to (3);
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Exception, if an Owner is in default on a payment plan, the Association is not required to apply any payment in the above specified order of priority.

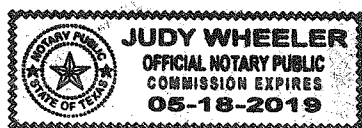
Adopted by Resolution of the Board of Directors on this 17 day of Sept, 2014¹⁵

James E. Ireland
Signature
Position President
Wilderness Trails Homeowners' Association

STATE OF TEXAS §
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COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared James E. Ireland
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014¹⁵



Judy Wheeler
Notary Public, State of Texas
Printed Name

**WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION
DOCUMENT RETENTION POLICY**

This document sets forth the Wilderness Trails Homeowners' Association's general policy regarding the retention of all documents created, produced and/or utilized by the Association.

The Association shall follow the document retention policy described below:

1. Permanently Retained Documents.

- a. Certificate of Formation / Articles of Incorporation, and all amendments thereto;
- b. Bylaws of the Association, and all amendments thereto;
- c. Declaration of Covenants, Conditions and Restrictions for all Sections of the subdivisions governed by Wilderness Trails Homeowners' Association, and all amendments, supplements, annexation agreements and other documents related thereto.

2. Documents Retained for Not Less than Seven (7) Years.

- a. Financial books;
- b. Financial records;
- c. Minutes of the meetings of the owners;
- d. Minutes of the meetings of the board;
- e. Tax returns;
- f. Audit records.

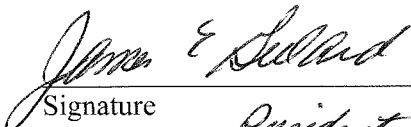
3. Documents Retained for Not Less than Five (5) Years

- a. Account records of all current owners.

4. Documents Retained for Not Less than Four (4) Years

- a. All contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term. All records of decisions reached by the Board of Directors and/or Architectural Committee regarding applications, variances, waivers and/or related matters associated with individual properties.

Adopted by Resolution of the Board of Directors on Sept 17, 2014⁵



Signature
Position President
Wilderness Trails Homeowners' Association

STATE OF TEXAS

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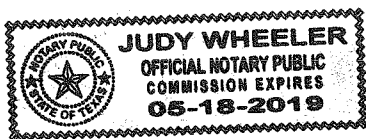
COUNTY OF GALVESTON

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Before me, the undersigned authority, on this day personally appeared James C. Terlane
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014⁵



Judy Wheeler
Notary Public, State of Texas

Printed Name

WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION DOCUMENT PRODUCTION AND COPYING POLICY

This document sets forth the Wilderness Trails Homeowners' Association's general policy regarding the production of association records pursuant to the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Wilderness Trails Homeowners' Association, as well as applicable State and Federal laws.

1. **Records in General.** The Association shall make the books and records of the association, including financial records, open to and available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code.
2. **Attorney's Records Exception.** Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner.
3. **Parties Entitled to Request Records.** An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized.
4. **Request for Records.** A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, to the Association's Registered Agent, Mr. Pat L. Garner, 217 East Edgewood Drive, Friendswood, Texas 77546. The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records. If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested.
 - a. Upon receipt of a proper request, the Association shall, on or before the 10th business day, after the date the Association receives the request, send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
 - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, and any required advance payment has been received.
5. **Format.** The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the association.
6. **Method of Delivery.** Email, certified mail, facsimile or pick-up.
7. **Delay in Delivery.** If the Association is unable to produce, or make available for review, the requested books and records on or before the 10th business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and records will be available, to be no later than the 15th business day after the date of notice given by the association.
8. All costs related to a Request for Production will be passed on to the Owner making the request, and must be paid at the time of production.

9. Records Not Available for Inspection.

- a. the financial records associated with an individual owner; and
- b. deed restriction violation details for an individual owner; and
- c. personal information, including contact information other than an address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

10. Costs for Production Request.

Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy. The Association may charge an owner for the compilation, production or reproduction of books and records requested by the owner or the owner's representative, which cost may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rate(s) provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

- 11. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
- 12. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
- 13. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

14. Fees and Charges:

- a. **Compilation/Production Fee:** \$15.00 per hour, to be no less than \$30.00 charge for each examination request; production or inspection.

b. **Copies:** The following charges shall apply unless otherwise dictated by the state Attorney General or the Texas Administrative Code:

- i. black and white 8½"x11" single sided copies ... \$0.10 each
- ii. black and white 8½"x11" double sided copies ... \$0.20 each
- iii. color 8½"x11" single sided copies ... \$0.50 each
- iv. color 8½"x11" double sided copies ... \$1.00 each
- v. PDF images of documents ... \$0.10 per page

c. **Compact Disk** ... \$1.00 each

d. **Mailing supplies** ... \$1.00 per mailing

e. **Postage:** cost

f. **Other supplies:** cost

g. **Third party fees:** cost

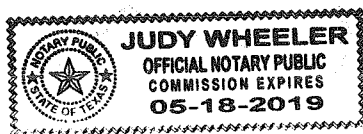
Adopted by Resolution of the Board of Directors this 17 day of Sept, 2014⁵.

James E. Herland
Signature
Position President
Wilderness Trails Homeowners' Association

STATE OF TEXAS §
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COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared James E. Herland
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014⁵.



Judy Wheeler
Notary Public, State of Texas
Printed Name

**WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF GALVESTON

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WHEREAS, the Wilderness Trails Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Wilderness Trails Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011, addressing the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials permitted within the community, it is necessary and proper for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Roofing Materials within the community.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones / colors. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, vent pipes, and roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or

- c. provide solar energy capture capabilities.
- 8. Once installed, any such Alternative Shingles must:
 - a. resemble the shingles used or authorized to be used on other structures within the Association; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of properties surrounding the owner's property.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Galveston County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

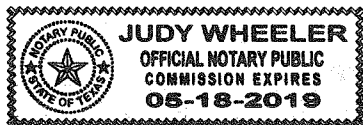
Approved and adopted by the Board on this 17 day of Sept, 2014⁵

John E. Allard
 Signature
President
 Position
 Wilderness Trails Homeowners' Association

STATE OF TEXAS §
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 COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared *James E. Terlano*
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014⁵



Judy Wheeler
 Notary Public, State of Texas

Printed Name

**WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS §
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COUNTY OF GALVESTON §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Wilderness Trails Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Wilderness Trails Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.018, addressing the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Certain Religious Items within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Galveston County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

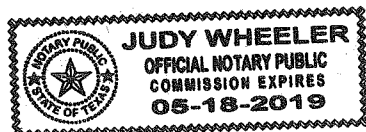
Approved and adopted by the Board on this 17 day of Sept, 2014⁵

James E. Ireland
Signature
Position President
Wilderness Trails Homeowners' Association

STATE OF TEXAS §
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COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared *James E. Ireland*
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014⁵



Judy Wheeler
Notary Public, State of Texas

Printed Name

**WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS §
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COUNTY OF GALVESTON §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Wilderness Trails Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Wilderness Trails Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.010, addressing the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

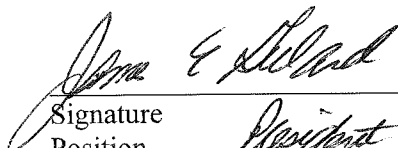
NOW, THEREFORE, the Board has duly adopted the following Guidelines for Solar Energy Devices within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling, for heating water, or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and

- b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Galveston County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17 day of Sept 2014.⁵



Signature
Position President
Wilderness Trails Homeowners' Association

STATE OF TEXAS

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COUNTY OF GALVESTON

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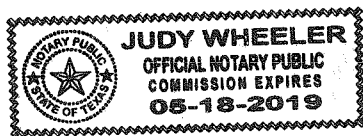
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Before me, the undersigned authority, on this day personally appeared James L. Leland
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014

Judy Wheeler
Notary Public, State of Texas

Printed Name



**WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF GALVESTON

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WHEREAS, the Wilderness Trails Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Wilderness Trails Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 addressing the display of flags; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags within the community, it is necessary and appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the community:

1. These Guidelines apply to the display of ("Permitted Flags"):
 - a. the flag of the United States; and
 - b. the flag of the State of Texas; and
 - c. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association's Architectural Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with pertinent federal, state and/or military codes.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a structure.
6. Permitted Flags shall be no larger than three feet (3') by five feet (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') and not more than twenty feet (20') in height.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as not to damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

10. Free-standing flagpoles may not be installed in any location described below:
 - a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
11. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
12. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
13. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

14. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Galveston County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17 day of Sept, 2014⁵

Jane C. Serlano
Signature
Position President
Wilderness Trails Homeowners' Association

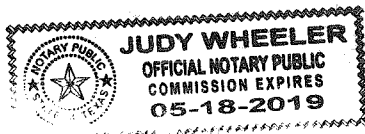
STATE OF TEXAS

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COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Jane C. Serlano
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014⁵



Judy Wheeler
Notary Public, State of Texas

Printed Name

My commission expires: _____

**WILDERNESS TRAILS HOMEOWNERS' ASSOCIATION
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS
AND DROUGHT-RESISTANT LANDSCAPING**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF GALVESTON

§

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WHEREAS, the Wilderness Trails Homeowners' Association ("the Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Wilderness Trails Homeowners' Association (collectively referred to as "the Declarations"), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to change Section 202.007, addressing rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"), as well as the use of drought-resistant landscaping; and

WHEREAS, the Board of Directors of the Association ("the Board") has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is necessary and proper for the Association to adopt guidelines regarding Rainwater Recovery Systems and drought-resistant landscaping.

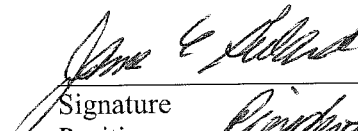
NOW, THEREFORE, the Board has duly adopted the following Guidelines for Rainwater Recovery Systems within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and

- c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
 6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Committee approved ponds may be used for water storage.
 7. Harvested water must be used and not allowed to become stagnant or a threat to health.
 8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.
 9. The Association shall not prohibit an owner from using drought-resistant landscaping or water-conserving natural turf. The Association, through its Board of Directors, may require owners to submit a detailed description or a plan for the installation of drought-resistant landscaping or water-conserving natural turf for review and approval by the Association and/or the Architectural Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision.
 10. The Association shall not unreasonably deny or withhold approval of a proposed installation of drought-resistant landscaping or water-conserving natural turf or unreasonably determine that the proposed installation of such items is aesthetically incompatible with other landscaping in the subdivision.

These guidelines are effective upon recordation in the Official Public Records of Real Property of Galveston County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17 day of Sept 2014⁵



Signature
Position President
Wilderness Trails Homeowners' Association

STATE OF TEXAS

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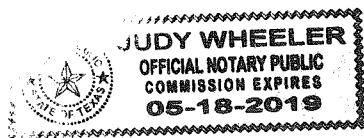
COUNTY OF GALVESTON

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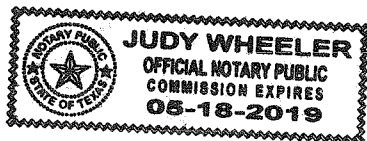
Before me, the undersigned authority, on this day personally appeared James E. Gerlane
President (position) of Wilderness Trails Homeowners' Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of Sept, 2014.



Judy Wheeler
Notary Public, State of Texas

Printed Name



FILED AND RECORDED

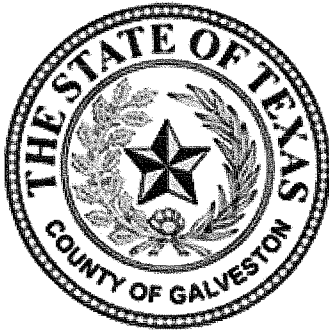
Instrument Number: *2015067541*

Recording Fee: 114.00

Number Of Pages: 24

Filing and Recording Date: 10/26/2015 11:04AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink, reading "Dwight D. Sullivan". The signature is written in a cursive style with a horizontal line underneath.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*