

WILDWOOD SHORES PROPERTY OWNERS ASSOCIATION, INC.

**AMENDMENT TO THE DECLARATIONS
FOR WILDWOOD SHORES, SECTIONS 1-4**

STATE OF TEXAS §
 §
COUNTY OF WALKER §

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Wildwood Shores, Sections 1, 2, 3 and 4, are recorded in the Walker County Real Property Records under Clerk’s File Nos. 04858, 03788, 08647, 02315, respectively, along with any amendments, supplements, annexations thereto (referred to herein as the “Declarations”); and

WHEREAS, Wildwood Shores Property Owners Association, Inc. (the “Association”), is the governing entity for Wildwood Shores, Sections 1, 2, 3 and 4, additions in Walker County, Texas, according to the maps or plats thereof recorded in the Map Records of Walker County, Texas, and as described in their respective Declarations; and

WHEREAS, § 209.0041(h) of the Texas Property Code provides that a declaration may be amended by a vote of 67% of the total votes in the Association;

NOW THEREFORE, in accordance with the foregoing, and as evidenced by the approvals by the Association owners attached hereto, the Association Declarations are hereby amended to read as follows:

Article VII, of the Declarations for Sections 1, 2, 3 and 4, is hereby amended to include an additional § 3.5, as follows:

- (A) The Board shall levy assessments against each “Assessment Unit” (as defined in Section 5.05(B) below). Assessments levied pursuant to Section 5.03 and 5.04 shall be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to 5.03A shall be levied uniformly against each Assessment Unit, which has been designated as a beneficiary of the Special Common Area to which such Special Common Area Assessment relates. “Residential Lot” refers to a “Tract”.
- (B) Each Residential Lot and each Permanent Consolidated Residential Lot shall constitute one (1) “Assessment Unit”.
- (C) Subject to the written approval of the Association and the provisions of Section 5.05 hereof, an Owner may consolidate up to three (3) Residential Lots for assessment purposes to create a “Consolidated Residential Lot” (a “CRL”). An Owner may consolidate up to three (3) Residential Lots on a Permanent Basis or on a Deferred Basis, as approved by the Association.

- (i) Deferred Consolidation. If a CRL is approved for Deferred Consolidation, only Assessments levied upon one of the Lots constituting the CRL shall be due and owing each year in accordance with these restrictions; the Assessments levied upon all other Lots constituting the CRL (“Deferred Lots”), shall accumulate and be deferred and shall not become due and owing unless one of the Deferred Lots constituting the CRL is sold separate and apart from the CRL. In the event any Deferred Lot is sold separately from the CRL, the Assessments levied upon such Deferred Lot shall then become due and owing and shall be paid to the Association on the sale date.
- (ii) Permanent Consolidation. If a CRL is approved for Permanent Consolidation, the CRL shall be assessed as one Assessment Unit. However, in the event any Lots constituting a Permanent Consolidation are subsequently sold separately from the CRL, the Assessment obligation for the separately sold Lot shall be immediately reinstated and the Owner of the CRL expressly agrees to pay a Reimbursement Assessment to the Association for breaking the Permanent Consolidation, which Reimbursement Assessment shall be equal to the total amount of Assessments which would have been levied against the separately sold Lot, had it not been consolidated, from the date of approval of the Permanent Consolidation until the sale date. Said Reimbursement Assessment shall be secured by the lien upon the Lot being separately sold and shall become due and owing on the sale date.

(D) Deferred Consolidation of Lots shall be subject to the following:

- (i) Only Lots which are adjacent to each other may be consolidated.
- (ii) Before Lots may be consolidated with the Association, the Lots shall first be consolidated with the Walker County Appraisal District; and proof of such consolidation shall be provided to the Association.
- (iii) The deferment of Assessments shall be transferrable so long as the Deferred CRL remains intact, and is sold and maintained as one lot.
- (iv) The Owner of a Deferred CRL may, at any time, make application to the Association to convert his Deferred CRL into a Permanent CRL, subject to the provisions of 5.05(E) below; and upon approval of the Permanent CRL, the deferred and accumulated assessments under the Deferred Consolidation shall be waived.

(E) Permanent Consolidation of Lots shall be subject to the following:

- (i) Only Lots which are adjacent to each other may be consolidated.
- (ii) Before Lots may be consolidated with the Association, the Lots shall first be consolidated with the Walker County Appraisal District; and proof of such consolidation shall be provided to the Association.
- (iii) New home construction on Permanent CRL’s shall cross the property line(s) of the adjoining Lots in the CRL.

- (iv) The addition of a garage or carport to a Permanent CRL shall contain a minimum of 200 square feet, shall be located across the property line of at least one (1) adjoining Lot and shall be either permanently connected to the residential structure or connected by a covered breezeway and concrete walkway not to exceed 25 feet in length.
 - (v) The addition of a room or other add-on to the residential structure of a Permanent CRL shall contain a minimum of 100 square feet, shall be located across the property line of at least one (1) adjoining Lot and shall be either permanently connected to the residential structure or connected by a covered breezeway and concrete walkway not to exceed 25 feet in length.
 - (F) The ACC may grant variances to the requirements of 5.05(D)-(E), in its sole discretion, to consolidate lots if the Owner demonstrates a reasonable need to consolidate.
 - (G) Owners of a CRL, whether Deferred or Permanent, shall be entitled to only one (1) Member vote for their CRL, regardless of the number of Lots constituting the CRL. If a Lot becomes no longer a part of its CRL, then the owner of such Lot shall be entitled to one (1) vote for that Lot in the same way as all other Lots which are not a part of a CRL. By consolidating Lots the CRL Owners expressly agree to all of the provisions of 5.05. This provision shall supersede any other provision to the contrary in this Declaration or the Bylaws.
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Article VI, § 4 of the Declarations for Sections 1, 2, 3 and 4, which had previously read:

Unless voting by petition is specifically prescribed herein, votes will be by ballots. Otherwise, all votes will be by ballots mailed to the last known address of each member per the records of the Association. These ballots must be mailed back by the member to a certified public accountant designated by the board. The public accountant will tally all votes and certify the results to be true. Each vote will be identified by a lot, block and section number stating the lots owned and the number of votes represented thereby.

Any ballot vote must allow no less than a 30 day period between mail out of ballots and the return of mailed ballots.

Is hereby amended to read as follows:

Unless voting by petition is specifically prescribed herein, votes will be by ballots. Otherwise, all votes will be by ballots mailed to the last known address of each member per the records of the Association. These ballots must be mailed back by the member to the Association via its managing agent for tallying and certification. Matters affecting elections and ballots will comply with the applicable provisions of the Texas Property Code.

Article VI, §3 of the Declarations for Sections 1, 2, 3 and 4, which had previously read:

All Owners shall be entitled to one vote for each full lot or condo owned and a fractional vote for a fraction of a lot owned. When more than one person holds an interest in a given tract or condo, all such persons shall be members and the cote for such tract shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot or condo owned by such members.

Is hereby amended to read as follows:

All Owners shall be entitled to one vote for each full lot or condo owned; except for Consolidated Residential Lots in accordance with this Declaration. When more than one person holds an interest in a given tract or condo, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot or condo owned by such members.

Article XI, § 3 of the Declarations for Sections 1, 2, 3 and 4, which had previously read:

Covenants and restrictions of this declaration may be amended by duly recording an instrument with the Walker County Clerk, executed and acknowledged as approved by the Board, upon the vote of not less than seventy-five percent (75%) of the lots in the project provisions. All votes will be as prescribed in Article VI hereof.

Is hereby amended to read as follows:

This Declaration may be amended by duly recording an instrument with the Walker County Clerk, executed and acknowledged as approved by the Board, upon the vote of not less than a majority of the lots in the Project. All votes will be as prescribed in Article VI hereof.

Article VII, § 5, *the first two sentences*, of the Declarations for Sections 1, 2, 3 and 4, which had previously read:

Any assessment not paid by its due date shall be deemed in default. Any assessment not paid within thirty (30) days after the due date shall bear interest from the thirtieth (30th) day after the due date at the highest legal rate per annum.

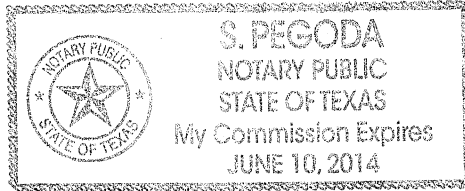
Is hereby amended to read as follows:

Any assessment not paid by its due date shall be deemed in default. Any assessment in default shall incur a \$25 late fee and such assessment shall bear interest from the due date at a rate of ten percent (10%) per annum, until paid; such late fee and interest to be secured and collectible in the same manner as assessments.

Given under my hand and seal of office this the 8th day of May, 2013.

S. Pegoda
Notary Public, State of Texas

After recording return to:
JDH Association Management
15201 I-10 East Ste. 205
Channelview, TX 77530



Filed for Record in:
Walker County

On: May 08, 2013 at 04:31P

As a
Recordings

Document Number: 00003628

Amount: 36.00

Receipt Number - 72447

By:
Harold Wilmore

STATE OF TEXAS COUNTY OF WALKER
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Walker County
as stamped hereon by me.

May 08, 2013

Kari A. French, Walker County Clerk
Walker County