

*Consolidation*  
*Walking*

**WILDWOOD SHORES PROPERTY OWNERS ASSOCIATION, INC.**

**AMENDMENT TO THE DECLARATIONS**

**FOR WILDWOOD SHORES, SECTIONS 5, 6, 8, 9, 10, 11, 12 and 13**

STATE OF TEXAS                   §  
  §  
COUNTY OF WALKER           §

JUL 14 2012

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Wildwood Shores, Sections 5, 6, 8, 9, 10, 11, 12, and 13, are recorded in the Walker County Real Property Records under Clerk’s File Nos. 01295, 04427, 09532, 00362, 04048, 08800, 010721 and 07523, 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 5, 6, 8, 9, 10, 11, 12, and 13, 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 certification attached hereto, the Association Declarations for Sections 5, 6, 8, 9, 10, 11, 12 and 13 are hereby amended to read as follows:

**Article V, § 5.05, of the Declarations for Sections 5, 6, 8, 9, 10, 11, 12 and 13, entitled “Amount of Assessments”, which had previously read:**

- (i) The Board shall levy assessments against each “Assessment Unit” (as defined in Section 5.05(ii) 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.
- (ii) Each Residential Lot shall constitute one (1) “Assessment Unit”.
- (iii) Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declaration.

**Is hereby amended to read 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.
- (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 at least one (1) property line of an 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 at least one (1) property line of an 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 III, § 3.03(i) of the Declarations for Sections 5, 6, 8, 9, 10, 11, 12 and 13, is hereby deleted in its entirety and replaced with the following:**

All Owners shall be entitled to one vote for each Lot owned; except for Consolidated Residential Lots in accordance with this Declaration. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot 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 owned by such members.

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**Article VIII, § 8.03(ii) of the Declarations for Sections 5, 6, 8, 9, 10, 11, 12 and 13, which had previously read:**

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof of: (a) Members who own Lots within the Property, other than Declarant, holding 75% of the total votes the Association; and (b) Declarant so long as Declarant owns any portion of the Property.

**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 Property.

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**Article V, § 5.06 of the Declarations for Sections 5, 6, 8, 9, 10, 11, 12 and 13, is hereby deleted in its entirety and replaced with the following:**

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.

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**Article V, Section 5.07, *the last sentence*, of the Declarations for Sections 5, 6, 8, 9, 10, 11, 12 and 13, is hereby deleted in its entirety.**

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**EFFECTIVE ON THE DATE OF RECORDING**

CERTIFICATION

"I, the undersigned, am the duly authorized representative of Conroe Wildwood LP and authorized in all respects to act on their behalf in approving the foregoing Amendment to the Declarations, I hereby certify that Conroe Wildwood LP owns at least 67% of the Lots in Wildwood Shores, Sections 5, 6, 8, 9, 10, 11, 12 and 13, as described in the foregoing instrument and that it hereby consents and approves of the foregoing Amendment to Declarations for Wildwood Shores, Sections 5, 6, 8, 9, 10, 11, 12 and 13. [REDACTED]

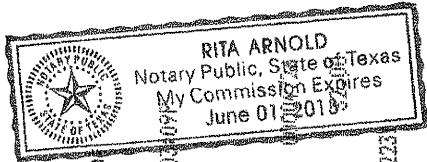
By: [Signature]  
Paul Taylor III MEMBER  
Print Name and Title

STATE OF TEXAS §  
§  
COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Taylor III, the managing member of Conroe Wildwood, LP, and acknowledged to me that they executed the same for the purposes, with the authority and in the capacity therein expressed.

Given under my hand and seal of office this the 5th day of May, 2012.

[Signature]  
Notary Public, State of Texas



Filed for Record in  
Walker County  
On: Jun 28, 2012 at 08:09  
As a  
Recordings  
Document Number:  
Amount:  
Receipt Number -- 6223  
By:  
Rachel Yarabek

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.

Jun 28, 2012

Kari A. French, Walker County Clerk  
Walker County

After recording return to:  
HOLT & YOUNG, P.C.  
11200 Richmond Ave., Suite 450  
Houston, Texas 77082

- (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.

"CRL" IS A CONSOLIDATED RESIDENTIAL LOT.

CERTIFICATION

"I, the undersigned, being a Director and the President of Wildwood Shores Property Owners Association, Inc. hereby certify that the foregoing Amendment to Declarations has been approved by the owners holding at least 67% of the votes for each of Wildwood Shores, Sections 1, 2, 3 and 4, as evidence by the ballots attached hereto."

**WILDWOOD SHORES PROPERTY OWNERS ASSOCIATION, INC.**

By: [Signature]

S. Fletcher Smith      PRESIDENT  
 Print Name and Title

STATE OF TEXAS      §

COUNTY OF WALKER      §

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], the [Signature] of Wildwood Shores Property Owners Association, Inc. and acknowledged to me that they executed the same for the purposes, with the authority and in the capacity therein expressed.