

SECTION ONE TWO AND THREE

THE STATE OF TEXAS,
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS that we, The Board of Directors of Wilson Lake Estates, hereinafter sometimes jointly called "ARCHITECTURAL CONTROL AND MAINTNEANCE COMMITTEE", of that certain Tract of land a portion of the Ray Wilson 192 acre tract situated upon the H. E. Watson League, Abstract No. 1106, in Polk County, Texas, and desiring to create and carry out a uniform plan for the improvement, and maintenance to be known as WILSON LAKE ESTATES, SECTION ONE TWO AND THREE, have adopted and do hereby adopt and establish the following reservations restrictions, covenants, liens, charges and easements, to apply in the use, occupancy and conveyances of lots in said Section 1, 2, & 3 of WILSON LAKE ESTATES as shown the map or plat of said subdivision of record in Vol 3, page 71; Vol 2 page 39; and Vol 2 page 71 of the Plat Records of Polk County, Texas, to which plat and its recordation reference is here for further description of said land and subdivision thereof and for all pertinent purposes, which reservations, restrictions, covenants, liens, charges and easements, shall be applicable to and run with the land, hereby binding all owners thereof henceforth, their heirs and assigns, and each Contract of Sale and/or deed which may be hereafter executed with regard to any lot in Section 1, 2, & 3 of WILSON LAKE ESTATES shall be conclusively held to have been executed, delivered and conveyed subject to the following reservations, restrictions, covenants, liens, charges and easements, as well as to any recorded amendments hereto, regardless of whether the same are set out or referred to in said Contracts of Sale and/or Deeds, to-wit:

RESERVATIONS

There are reserved to Developers and to all privately or publicly owned utility, companies serving Wilson Lake Estates, such easements for the installation and maintenance of utility and/or drainage facilities as are shown upon the plat of said subdivision or which may be necessary or proper for the orderly development and operation of said subdivision, and neither developers nor such utility company, their agents, contractors or employees shall be liable for any damages done to shrubbery, trees, flowers or other vegetation or property whatsoever in connection with the installation or maintenance thereof.

No riparian rights are to be conveyed with said lots, and all rights and use of the lake and shoreline thereof are expressly made subject to the control of the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE herein created.

Only the surface estate to the lots in Section 1, 2, & 3 of Wilson Lake Estates shall be conveyed to purchasers thereof, and all Contracts of Sale and/or Deeds of conveyance thereto shall be made expressly subject to the rights of all easement or right of way owners, mineral and/or royalty owners, their successors, assigns, lessees, contractor, employees and agents, upon, under and across said land and the lake and roads thereon, possessed by said persons and corporations by virtue of all instruments recorded in the public records of Polk County, Texas, or by operation of law.

RESTRICTIONS

1. One family residences only may be erected, placed or permitted to remain, upon any lot or lots in Wilson Lake Estates, Sections 1, 2, & 3 of said property and the improvements thereon shall not be used for business purposes, nor for any commercial, manufacturing or apartment house purposes, unless constructed upon a lot or tract of land in said subdivision expressly reserved for commercial development upon the plat thereof or upon a portion of the "Reserved" area or the "Future Development" area thereof.

2. No residences shall be constructed upon nor any house trailer or other movable dwelling of any kind be moved onto, any lot or lots in the subdivision unless approval therefor is secured in writing in advance from the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE herein established.

3. Overnight camp privileges shall be permitted owners of lots in the subdivision and their guests, but no tent shall be utilized as a dwelling in the subdivision for more than 15 consecutive days per calendar year. No activities shall be permitted in the subdivision which would reasonable constitute a danger, annoyance or nuisance to the other property owners in the subdivision and their guests.

4. No lot or lots in the subdivision shall be jointly owned by a group of individuals or a corporation for use as club facilities.

5. Lot boundaries as now surveyed and platted in Wilson Lake Estates, Section 1, 2, & 3, shall not be changed or any lot subdivided by anyone other than Developers, their heirs, executors and administrators, except with written permission therefore obtained in advance from the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE as herein created.

6. All buildings, residences, wharves and other improvements upon lots in the subdivision shall be constructed only after plans therefor are approved in writing by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE herein established. All exterior walls and roofs of any houses or buildings started in the subdivision must be completed within Sixty (60) days after the start of construction thereof. Outside storage of building materials, upon any lot or lots in the subdivision shall be permitted only during such construction period.

7. All lavatories, toilets and bath facilities shall be installed inside residences built upon said lots and under no circumstances shall any outside or surface toilets or privies be permitted in the subdivision. All lavatories, commodes and bath facilities shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of state and local health authorities. No septic tanks or lateral lines therefrom shall be constructed or allowed to drain within Twenty-Five (25) feet of Wilson Lake, nor shall such septic tanks or the lateral lines therefrom be permitted to drain directly or indirectly into any road, street, easement or open drain ditch. All lavatories, commodes and bath facilities shall be completely installed before the residence is occupied;

8. No pits, holes or other excavations shall be dug on any lot in the subdivision except in connection with actual construction of foundations, septic tank systems and other requirements for, residences or other approved structures thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept in the subdivision except in sanitary containers or burned except in enclosed incinerators.

9. No old or existing houses or pre-fabricated houses or structures shall be moved onto, placed or maintained on any lot or lots in the subdivision without the written approval therefor first had and obtained from the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE herein established.

10. No lot shall be used for the purposes of raising hogs, sheep, rabbits, goats, chickens, cattle or other animals or fowls or for the keeping of such animals or fowls thereon, save and except, that each residence in the subdivision shall be allowed to keep not more than two (2) dogs and/or cats as pets.

11. Private driveways and walks crossing any ditch along any of the dedicated or commonly used roadways must have culverts of sufficient size to prevent flooding or other obstruction to the flow of water along such ditch or roadway. All culverts must be constructed of concrete or other suitable material approved in advance by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE.

12. All lot owners shall be responsible for cutting the grass and weeds upon their lots as often as necessary to maintain the same in a neat and attractive condition, and shall keep their respective lots free of trash, garbage and debris.

13. No signs of any kind shall be kept and displayed to the public view other than a small sign for each residence containing the name of the owner and his street address, provided, however, that this restriction shall not apply to the Developers nor those lots reserved by Developers or retained for future development. In any event, the Developers or the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE may in the exclusive judgment thereof grant permission to any lot owners for the displaying of approved signs offering such lots for sale. Developers, their agents or employees, and the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE may remove any unapproved signs violating this restriction without any consent of such lot owners or other persons placing such signs in the subdivision and without any liability therefor.

14. No boat, trailer or equipment shall be left parked on any street in the subdivision in such a manner as to obstruct traffic thereon.

15. No dirt shall be piled on any lot in the subdivision except that necessary in connection with the actual construction of an approved building thereon or a planned landscaping project thereon, nor shall dirt be removed from any lot, except with written approval therefor first had and obtained from the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE.

16. No hunting or shooting of firearms shall be permitted in the subdivision at any time by anyone.

17. Notwithstanding anything to the contrary contained herein, Developers reserve to themselves, their agents and employees, and to any utility company, private or public, the right to use any lot or lots for a subdivision sales or business office, maintenance buildings, equipment store yard, water system location, and the right to place and maintain signs for any purpose upon any lot or streets therein at locations of their choosing.

18. No boats propelled by gasoline motors or engines shall be permitted to be placed or used on Wilson Lake.

19. For the purpose of performing the functions herein delegated to it, there is hereby created and established the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE for Section 1, 2, & 3 of Wilson Lake Estates, to be composed initially of G.G. Wilson, R.E. Robinson and J.T. Swint.. Each of the initial members of such committee may designate an alternative member to serve in his place upon such committee, and in the place of death, removal or disability of such initial committee member or alternative member or other appropriate person as a replacement thereon. The committee so constituted may at any time transfer all of the powers herein given it to an ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE composed of not less than three (3) no more than five (5) lot owners in the subdivision duly selected by a democratic election by all of the lot owners in the subdivision, with one vote being allowed for each lot owned therein. Thereafter, all vacancies upon such committees shall be filled by appointment of a majority of the remaining members of the committee.

The ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE shall further be charged with the duty, but not the financial obligation, of maintaining the roads, dam, lake and any parks or other common areas in the subdivision, at such time as the Developers shall deem it appropriate to relinquish such responsibility to the committee, insofar as the funds available to such committee from the hereinafter established assessments and charges for such purposes allow.

If any owner or occupant of any lot or lots in the subdivision shall fail to abide by any obligation imposed upon them by the provisions hereof, the Developers or the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE, their employees, agents and members, may go upon such lots and any improvements thereon and correct such default and shall not by so doing become or be deemed guilty of any kind or trespass or other criminal or civil crime or action and shall not be liable or responsible to such lot owners, occupants or other person or corporation whomsoever by reason thereof. The responsible lot owner or owners shall be obligated and is here bound to reimburse the said Developers or ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE for their or its expenses incurred in correcting such default and such debt for the money so expended shall be secured by an express Mechanic's, Materialman's, Laborer's or Contractor's Lien against such lots and any improvements thereon and in the event such debt is not repaid to the Developers or ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE upon demand therefor, shall be filed and perfected as in the instance of any other such Mechanic's, Materialman's, Laborer's or Contractor's Lien provided by law.

ASSESSMENTS

Upon the sale by Developers or any lot in Section 1, 2, & 3 of Wilson Lake Estates, such lot together with all other lots sold and the owners thereof are and shall be henceforth subject to a monthly maintenance assessment and charge of TWO DOLLARS AND 92/100 (\$2.92) DOLLARS per month or if paid in advance in one lump sum payment of THIRTY-FIVE (\$35.00) DOLLARS per year, for the purpose of creating a fund to be expended by the Developers during such time as they directly retain control and supervision over the roads, dam, lake and public areas of the subdivision and thereafter by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE after it assumes responsibility for the supervision and maintenance of such roads, dam, lake and public areas of the subdivision, for the benefit of the subdivision and the owners therein, and such charge shall be secured by the Vendor's lien upon such lots to be expressly provided for in each Contract for Sale and Deed given in connection with the sale of a subdivision lot, but which lien to secure such maintenance charge shall always be subordinate to any bona fided Mechanic's and Materialman's lien hereafter given by any lot owner in the subdivision for improvements constructed or to be constructed thereon. Funds arising from such charge shall be applied to, so far as sufficient the maintenance expenses and construction costs incurred for any or all of the following purposes: lighting, improving and maintaining the streets and recreational areas, collecting and disposing of excess rubbish, trees and the like; tending vacant lots; construction of club house facilities in any public area for the use of lot owners and their guests, and in doing any and all other things necessary or desirable in the opinion of the Developers of the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE after it assumes responsibility for the subdivision to keep the subdivision in a state of good repair, or which they, or it considers to be of general benefit to the owners of lots therein, it being understood and agreed that except in the instance of an affirmative showing of bad faith upon the part of said Developers or such committee, their or its judgment in the expenditure of such funds shall be conclusive. An accounting for the expenditure out of such funds during the preceding year will be made available to any lot owner in the subdivision upon written request therefor.

Such maintenance fund and assessments therefor and all other restrictions, covenants, liens and provisions herein contained shall continue as covenants and charges running with the land for a period of Twenty-five (25) years from the date of filing hereof in the office of the County Clerk of Polk County, Texas, and shall be extended automatically thereafter for successive periods of Ten (10) Years each unless and until the owners of the lots in the Subdivision by a three-fourths (3/4ths) majority shall, with one vote being allowed for each lot owned therein, vote to discontinue such maintenance charge and restrictions, and shall evidence same by signing a written instrument to this effect and filing same for record in the office of the County Clerk of Polk County, Texas, or such other place as may be provided for by law at such time.

Enforcement of these restrictions shall be by proceedings at law or in equity and against any persons, firms or corporations, which violate or attempt to violate or avoid any restrictions, reservations, covenants, liens or charges herein provided for, either to restrain such actual or proposed violations thereof or to recover money damages therefor. Such enforcement may be had by the owner of any lot in Section 1, 2, & 3 of Wilson Lake Estates or by the Developers, their heirs, executors and administrators and agents or by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE thereof in the name of the owners of lots in this subdivision and for their benefit.

Invalidation of any one or more of these covenants, restrictions, assessments, charges and liens, by order or judgment of any Court or administrative body shall in no wise affect any other covenants, restrictions, assessments, charges and liens herein provided for which shall each and every, all and singular, remain in full force and effect for the period of time herein provided.

Developers reserve to themselves and to the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE after it assumes the responsibility for the supervision of this subdivision, the right to make such amendments hereto or exemptions herefrom as will in their or its opinion reasonably contributed the orderly development of Section 1, 2, & 3 of Wilson Lake Estates.

Promulgated by the undersigned Board of Directors this the day of September 21, 2019

Handwritten signatures of the Board of Directors on horizontal lines.

FILED FOR RECORD

2019 NOV - 7 AM 9: 52

Schelana Hock
POLK COUNTY CLERK

STATE OF TEXAS)
COUNTY OF POLK)
I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped hereon by me.

NOV - 7 2019



Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS