

**Declarations-CC&Rs**  
**Wildwood Civic Association**

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*See 5126*

DECLARATION OF COVENANTS AND RESTRICTIONS

WILDWOOD, SECTION I

(A Residential Subdivision)

THE STATE OF TEXAS           X

COUNTY OF HARRIS           X

THIS DECLARATION, made on the date hereinafter set forth by WESTGATE DEVELOPMENT COMPANY, a corporation, hereinafter referred to as Declarant,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article III of this Declaration and desires to create thereon a residential cluster home community with designated "Lots" and "Common Properties" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties and Common Facilities, and to this end, desires to subject the real property described in Article III to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Properties and Common Facilities and administering and enforcing

the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, WILDWOOD CIVIC ASSOCIATION has been incorporated under the laws of the State of Texas, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III, is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein as "covenants and restrictions") hereinafter set forth.

#### ARTICLE I

##### Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the WILDWOOD CIVIC ASSOCIATION, its successors and assigns, as provided for herein.
- (b) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration.
- (c) "Lot" shall mean and refer to any of the tracts of land located in unrestricted Reserve "A" and unrestricted Reserve "B" of the plat of WILDWOOD CLUSTER HOMES, SECTION I, upon which buildings are or will be built. In all contracts, deeds, conveyances, mortgages, deeds of trust, releases and other legal instruments, each lot shall be described by metes and bounds unless Declarant subsequent to the date hereof shall elect to record a plat of the properties depicting the Lots thereon whereupon description of the Lots shall be by reference to such recorded plat.

- (d) "Common Properties" shall mean and refer to all those areas of land within the Properties not situated within the boundaries of the Lots together with such other property as the Association may at any time or from time to time acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof.
- (e) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties except those as may be expressly excluded herein. In some instances Common Facilities may consist of improvements for the use and benefit of the Owners of all of the Lots constructed on portions of one or more Lots as is herein provided. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; lakes and streams; sidewalks; private streets; common driveways; guest parking spaces; landscaping; force main; and other similar or appurtenant improvements.
- (f) "Cluster Home" shall mean and refer to any single family residential unit situated upon a Lot or Lots.
- (g) "Building" shall mean and refer to any of the buildings in which the Cluster Homes are located.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4, hereof.

## ARTICLE II

### Reservations, Exceptions and Dedications

Section 1. Existing Easements. Declarant has heretofore reserved, created and dedicated by separate recorded instruments utility easements in favor of all public utility companies, and municipal and other governmental authorities servicing the Properties as shown and provided in such separate, recorded instruments, and such instruments are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements on the Properties.

Section 3. Title to Easements and Appurtenances Not Conveyed. It is expressly agreed and understood that the title conveyed by Declarant to any Lot by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot, or any other portions of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 4. Minor Encroachments. Each Lot and the property included in the Common Properties shall be subject to a perpetual easement for minor encroachments from adjoining Lots which are caused or created by unintentional error in construction, settling, shifting of soil, protrusions and overhangs, and a temporary easement for ingress and egress during and in connection with the maintenance and construction of improvements on adjacent property.

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to,

water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to affix and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Properties. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereby may be installed or relocated on the Properties until approved by Declarant or the Association's Board of Directors.

Section 6. Guest Parking Spaces and Sidewalks. An easement is hereby granted upon and across all portions of the Common Properties constructed for and utilized as guest parking spaces, and upon and across all areas within four (4) feet on either side of the center line on all portions of the Common Properties constructed for and utilized as sidewalks; provided, however, that such easement shall not cover any area included within the portion of a Lot on which is situated a Cluster Home. Such easement shall be for the common use and benefit of all Owners and their families, guests or invitees, and their right to use the same for ingress and egress shall be had at all times, except as may be limited by the Board of Directors of the Association. The Association shall have the right to remove or require the removal of any obstruction that may be placed in such easement that would constitute interference with its intended use.

Section 7. Private Streets and Alleys. The "Private Streets" and "Alleys" situated in the Common Properties shall be construed to be an easement available for the general use of the Owners of the Lots and for public ingress and egress for the

benefit of the Lots to the extent required by applicable governmental regulations.

Section 8. Minor Curb Line Encroachments. Each Lot and the property included in the Common Properties shall be subject to an easement for encroachment by the curb line of any Private Street or Alley situated in the Common Properties onto said Lots and/or Common Properties to the extent and subject to the limitations hereinafter set forth. Said easement shall be up to one (1) foot in width and shall be along and parallel to the outside boundaries of such Private Streets or Alleys where such boundaries are common with boundary lines of said Lots and/or Common Properties; provided, however, that such easement shall not cover any area included within the portion of a Lot on which is situated a Cluster Home.

Section 9. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Properties in the performance of their duties. Further an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the Properties to render any service.

Section 10. Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways and/or may be used for planting of shrubbery, trees, lawns, or flowers. However, it is expressly agreed that neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation



as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

ARTICLE III

Property Subject to This Declaration

Section 1. Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is that certain 15.87782 acres out of the William Hardin Survey, Abstract 24, Houston, Harris County, Texas, more particularly described in the plat of WILDWOOD CLUSTER HOMES, SECTION I, recorded in Volume 215 at Page 117 of the Map or Plat Records of Harris County, Texas, and being the northerly 15.87782 acres out of that 27.203 acre tract more particularly described by metes and bounds in Exhibit "A" hereunto attached.

Section 2. Annexation.

(a) From time to time without requiring consent by the Owners, Members, or the Association, but with the prior written consent of the holder of any note(s) secured by a recorded deed(s) of trust on the area to be annexed, Declarant may bring within the jurisdiction of the Association additional areas by recording a Declaration of Annexation meeting the requirements hereinafter set forth. A successor or assign of Declarant may annex all or portions of the areas now owned by Declarant and adjacent to the Properties in the same manner.

(b) The Declaration of Annexation shall be filed with the County Clerk of the County of Harris, State of Texas, and shall:

- (1) Describe the area to be annexed;
- (2) Declare that the area so described is annexed pursuant to the provisions hereof;

- (3) Declare that the area so annexed has been or is being developed in a manner consistent with development of the Properties and
- (4) Provide for other restrictions, conditions, allocations of rights and benefits not inconsistent with the provisions hereof as Declarant may deem appropriate, including, but without limitation, an assessment schedule for allocation of assessments to the area to be annexed and a voting schedule allocating votes with respect to the Lots to be created therein.
- (c) From and after the date of filing of a Declaration of Annexation, the area subject thereto shall become part of the Properties and subject to these covenants, Restrictions, and the definitions herein shall apply to said areas. The Association shall accept conveyance of all Common Areas tendered by Declarant in the area to be annexed and all other interest to be conveyed to the Association as designated in the Declaration of Annexation and shall assume jurisdiction of all area subject thereto for all purposes hereof.
- (d) Declarant's rights of annexation pursuant to the terms hereof shall expire on the tenth (10th) anniversary date hereof with respect to any areas owned by Declarant not theretofore annexed, and there shall be no further annexation thereafter without a vote of two-thirds (2/3) of the Members. 1975

ARTICLE IV

The Association

Section 1. Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association shall in general be to provide for and promote the health, safety and welfare of the Members, to collect the annual maintenance charges and special assessments and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties, and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration.

Section 3. Directors. The Association shall act through a five (5) member Board of Directors. The initial Directors of the Association shall be selected by Declarant. Each initial Director shall serve for an initial term of three (3) years and thereafter until his successor is duly elected and qualified. After the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the by-laws. Any vacancy from whatever cause occurring in the Board of Directors during the initial three (3) year term shall be filled by the remaining Director or Directors. The person appointed by the remaining Director or Directors to fill such vacancy shall serve for the remainder of the initial three (3) year term and until his successor is duly elected and qualified. The Directors shall manage the affairs of the Association.

Section 4. Members. Each owner, whether one or more persons or entities, of a Lot, shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those owners as defined in Section 4 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 4. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and 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 such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds an interest; provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. From and after the happening of this event the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds an interest.

Section 6. Title to Common Properties. The Association shall hold title to the Common Properties for the benefit of the Members. The Declarant shall convey the Common Properties to the Association, free and clear of liens, but subject to the use, rights and easements of the Members and all other easements and covenants affecting the Common Properties as set out or referred to in this Declaration.

ARTICLE V

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Member. These rules and regulations may include provisions to govern and control the use of the Common Properties and Facilities by guests or invitees of the Members, including without limitation, the number of guests or invitees who may use the Common Properties and Facilities or any part thereof at the same time; and
- (b) the right of the Association to grant or dedicate easements in, on, under or above the Common Properties

or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Properties or any part thereof; and

V (c) the right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of the Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to the Properties or any part thereof; and

(d) the right of the Association to dedicate as public streets the private streets in the Common Properties, which as provided herein are now available for purposes of access to the Properties by the public; and

(e) the right of the Association to suspend the voting rights of a Member and his right to use any recreational Common Facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration or in its By-Laws or at law or in equity on account of any such default or infraction; and

(f) the rights and easements existing or hereafter created in favor of others as provided for in Article II hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot. The term "Member" as used in this Declaration is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees and assigns of any Member, and all other persons, firms or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

#### ARTICLE VI

##### Regular Annual and Special Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the regular annual maintenance charges and from special assessments as provided for in this Article shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote the health, safety, recreation and welfare of the Members, to pay the expenses for the common services rendered for the common benefit of the Members; to pay the expenses for water for the properties as well as for the cluster homes, to pay for gas, electricity, telephone, storm sewer service and all other utilities or services furnished to the Common Properties or any of the improvements thereon, or any part thereof; to pay the expenses for the perpetual care, maintenance and repair of the Private Streets and Alleys; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the Common Properties and the improvements thereon, or any part thereof; to pay for capital improvements to the Common Properties; to pay the expenses of administration and management of the Association; to pay salaries of employees of the Association; to pay all taxes and other public dues or charges which the Association shall be required to

pay; to pay all expenses required to be paid by the Association under Article IX, Section 2 of this Declaration; and to pay all other charges, costs or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to in this Declaration as the "common expenses" or the "Common expenses of the Members". The Association may in its sole discretion give one or more of the aforesaid purposes preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

Section 2. Covenant for Assessments. Each and every Lot (except Lots owned by Declarant as provided for in the following Section) is hereby severally subject to and impressed with the charges and assessments as set out on the attached assessment schedule and to such special assessments as provided for in Section 5 below which charges and assessments shall run with the land.

Each owner of a Lot subject to assessment as above provided, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such a deed, is hereby conclusively deemed to covenant and agree as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any regular or special assessment by waiver



of the use or enjoyment of the Common Properties or Facilities or any part thereof or by abandonment of his Lot or his interest therein.

Section 3. Lots Owned by Declarant. No Lot owned by Declarant shall be subject to any regular maintenance charge or special assessment while it is owned by Declarant unless and until a Cluster Home has been built thereon and three (3) months have elapsed since the substantial completion of such Cluster Home, or the house has been permitted to be occupied, whichever occurs first. It shall be the duty of Declarant to notify the Association at the time a Cluster Home has been substantially completed or permitted to be occupied. The term "substantial completion" as used herein shall mean that the Cluster Home is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. It shall also be the duty of the Declarant to notify the Association at the time a Lot is sold. Whenever a Lot owned by Declarant becomes subject to assessment as provided for in this Section, such Lot shall then be treated and assessed as any other Lot which is subject to assessment.

Section 4. / The Annual Maintenance Charge. The regular annual maintenance charge or assessment shall be due and payable to the Association in monthly payments of 1/12th of said annual maintenance charge, in advance, and without demand, on the first day of each month, provided however, that on the date of the purchase of his Lot (as evidenced by the date of his deed or his occupancy, whichever is earlier) each Member shall pay to the Association a prorata part of the monthly payment of the annual maintenance charge, which shall bear the same ratio to the full monthly payment as the number of days remaining in the month of

purchase bears to 30 days.

The Board of Directors of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each Lot subject to such assessment shall, within thirty (30) days from such effective date pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which fixes the amount of the regular annual maintenance charge or assessment in excess of one hundred and five percent (105%) of that set out on the assessment schedule or in excess of one hundred and five percent (105%) of the annual maintenance charge or assessment last ratified by the Members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is approved either (i) by the written assent of 51% of the votes entitled to be cast by the Members of the Association if no meeting of the membership is held for approval, or (ii) by the assent of 51% of the votes entitled to be cast by the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of the resolution of the Board of Directors. No increase in the annual maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Directors which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Directors may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

Section 5. Special Assessments. The Board of Directors of the Association may from time to time by the adoption of a resolution for such purpose, subject to ratification by the Members of the Association as hereinafter provided, levy and impose a special assessment against each Lot which is subject to the annual maintenance charge, for a specific and in an equal amount for each such Lot, for the purpose of purchasing equipment or facilities for the Common Properties and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon the Common Properties, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it shall be ratified either (i) by the assent in writing of the Members of the Association who in the aggregate then own at least 66 2/3% of the Lots which are then subject to assessment if no meeting of the membership is held for ratification, or (ii) by the assent of 66 2/3% of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The Owner

of each Lot subject to such assessment shall pay his special assessment to the Association at such time and in such manner as provided for in such resolution.

Section 6. Liens to Secure Assessments. The regular annual maintenance charges or assessments, and the special or general assessments, as herein provided for, shall each constitute and be secured by a ~~separate and valid and subsisting lien~~, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Members, which such liens shall be ~~prior~~ and superior to all other liens, except that the same shall be subordinate and inferior to (a) ~~all liens for taxes or special assessments, levied by the City, County and State Governments or any political subdivision or special district thereof, and~~ (b) ~~all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior~~ to the date payment of any such charges or assessments become due and payable, and (c) ~~all liens, including but not limited to vendor's liens, deeds of trust and other security instruments which secure any loan made by any lender to an Owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of constructing, repairing, adding to or remodeling the Cluster Home situated on the Lot. In order to provide for the speedy and effectual enforcement of such lien, each Member shall, if requested by the Association, execute a deed of trust on his or her Lot or Lots, securing the obligation to pay the regular annual maintenance charges or assessments and the general and/or special assessments on the form prescribed from time to time by the Association.~~ Any foreclosure of any such prior or superior lien under the power of sale or any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any

Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which became due prior to such foreclosure, be extinguished by any foreclosure.

Section 7. Effect of Non-payment of Assessment. /If any regular annual charge or assessment, or if any special assessment, is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas/ and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than 10% of the amount owing, as attorney's fees. The Association as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 8. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments, regular or special, and/or for the enforcement and foreclosure of the

liens securing the same.

ARTICLE VII

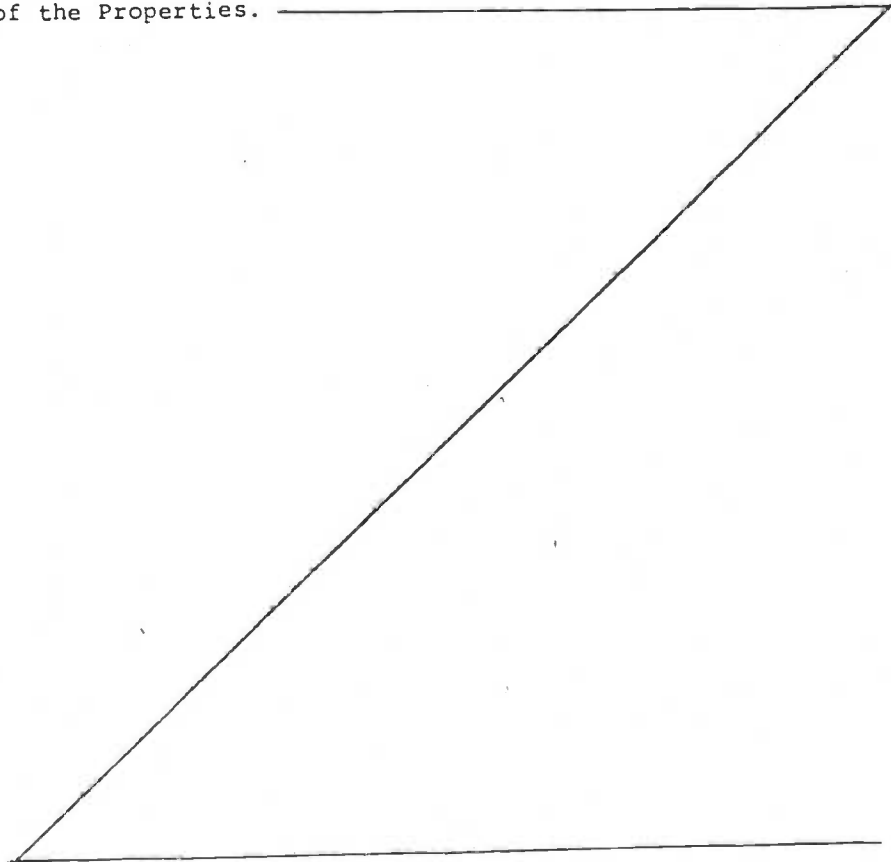
Architectural Control

The overall plan for the development of WILDWOOD contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole, while at the same time permitting compatible distinctiveness of the individual buildings within the properties. For this purpose the "WILDWOOD" Architectural Review Board" (the "Review Board") has been established, consisting of the Board of Directors of the Association, or such persons (not less than three) as they may designate.

It is accordingly covenanted and agreed that all construction and development in the Properties shall be subject to the approval of the Review Board, and that no building, structure or other improvements, including but not limited to Cluster Homes or buildings, exterior painting, and facilities of the Common Properties, shall be commenced, erected, constructed or placed upon the Properties and no changes or alterations shall be made to any building or improvements hereafter constructed or placed thereon, unless and until the plans and specifications therefore (specifying in such form as the Review Board may reasonably require structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto, together with site landscaping and grading plans, and plans for offstreet parking of vehicles) have been first submitted to and approved in writing by the Review Board as to

minimum structural and mechanical standards, quality of materials, harmony of exterior design and colors with existing structures, and location and situation on the Lot with respect to topography, finished ground elevation, property and building lines, easements, walks, and parking spaces. Any and all plans and specifications which have not been expressly disapproved within thirty (30) days after date of submission shall for all purposes be deemed to have been approved.

The Review Board shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Review Board, with the design or overall character and aesthetics of the Properties.



ARTICLE VIII

Utility Bills, Taxes and Insurance

Section 1. Obligation of the Owners:

(a) Each Owner shall have his separate electric meter and shall directly pay at his own cost and expense for all electricity, gas, telephone service, and other utilities used or consumed by him on his Lot, as well as his prorata part of the monthly water charge.

(b) Each Owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(c) ~~At the time of initial conveyance of each Cluster Home~~ (unit herein) in any building covered hereby to an Owner, Declarant shall cause such unit to be included in a blanket ~~fire and extended coverage insurance policy issued by a reputable~~ fire insurance company doing business in the State of Texas and covering as a whole the building in which the unit is located. Such policy shall be written in an amount at least equal to the sum of the replacement cost of the exterior walls, roofs, foundation, floors and floor coverings, interior walls, garages, and permanently installed fixtures and equipment for each unit; and shall insure such items against fire, windstorm, hail, explosion, vandalism, and malicious mischief and other risks normally covered by extended coverage insurance in Texas. Such insurance shall not cover any contents or personal property within any such unit nor public liability or homeowners liability insurance as to such unit. Such policy shall name Declarant, Owner, the Association and each mortgagee, as to each unit as co-insureds with loss payable as their interest may appear; and endorsements thereto shall reflect the separate amount of the total insured value attributable to each unit in the



insured building and the portion of the total annual premium payable thereunder which is attributable to each unit. Allocations of the total insured value and the total annual premium among each unit shall be made by the insurance company on a pro-rata basis using square footage in each unit. Declarant shall pay the first year's premiums for such policy in full at the time of issuance thereof; and at the time of closing of the first sale of each unit, the first Owner thereof shall (i) reimburse Declarant for the remaining prepaid portion of such first year's insurance premium attributable to the particular unit involved, and (ii) deposit in escrow with the Owner's mortgagee such amounts as are required by such mortgagee to pay the subsequent prorata premium as it becomes due. Prior to the expiration date of the initial fire policy taken out hereunder, the Association shall have the authority to arrange for the issuance of a renewal or new policy in amounts with coverages and with named beneficiaries as hereinabove set out; and each Owner and/or Owner's mortgagee shall immediately upon demand of the insurance company pay his pro rata part of such annual premium.

(d) In the event of loss or damage from any cause insured against under such fire and extended coverage insurance, the proceeds from such insurance shall be used to repair or replace the damaged portions of any unit unless the Association in its sole discretion determines otherwise. Any deductible under such insurance shall be borne and paid by the particular Owner of the unit where such damage occurred or pro rata by the several Owners if more than one unit is involved. In the event insurance proceeds are not sufficient to pay the full replacement costs for such damage, the Owner of each unit affected by such damage shall promptly pay the additional amount or his pro rata part thereof. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Cluster Home, or if not, then according to plans and specifications approved by the Review Board.

(e) In the event any Owner fails to pay the insurance premiums due or any other sums required to be paid as provided in this Section 1 of Article VIII, the Association may advance from its general funds, the amount of such defaulted insurance payments or other sums on behalf of such defaulting Owner; and such advances shall be deemed to be demand loans to such defaulting Owner, bearing interest at the rate of ten (10%) percent per annum from the date of such advance and shall constitute a general assessment and lien against the particular Cluster Home and Lot owned by the defaulting Owner which loans may be collected and enforced as otherwise provided in this Declaration.

Section 2. Obligation of the Association.

- (a) The Association shall pay as a common expense of all Owners for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and Facilities, or any part thereof.
- (b) The Association shall render for taxation and, as part of the common expenses of all Owners, shall have the authority to pay all taxes levied or assessed against or upon the Common Properties and the improvements and the property appertaining thereto.
- (c) The Association shall have authority to obtain and continue in effect as a common expense of all Owners, a blanket property insurance policy or policies to insure the buildings and structures in the Common Properties and the contents thereof and to insure the Buildings and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each

Owner (if coverage for Owners is available) from and against liability in connection with the Common Properties.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the Maintenance Fund as a common expense of all Owners and shall be a part of the maintenance assessment.

#### ARTICLE IX

##### Maintenance and Repairs

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the interior of his Cluster Home and landscaping on his Lot and the fixtures, appliances, equipment and other appurtenances thereto, and also the private driveway and any sidewalks inside his Lot line.

The Association shall have no duty or obligation to any Owner in this regard.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair of the exterior, including painting and roof repair of all buildings to the extent necessary to assure a similarity of exterior condition as well as the Common Properties and Facilities and all parts thereof, including but not limited to, the Private Streets and Alleys, landscaping, lawns, parking areas, buildings and other improvements and the utility facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of the private driveway and any sidewalks within his Lot line.

ARTICLE X

Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed or altered on any Lot other than single-family residence houses (Cluster Homes) which shall not exceed two (2) stories in height, or contain less than twelve hundred (1200) square feet of living area exclusive of open or screened porches, terraces, patios, driveways and garages. Each Townhouse shall have a garage on the Lot accommodating at least two (2) cars. No such garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles without the prior approval of the Review Board. All owners, their families, tenants and contract purchasers shall to the greatest extent practicable utilize such garages for the garaging of vehicles belonging to them and shall not park such vehicles on the Private Streets and Alleys, or in the guest parking spaces.

Section 2. Party Walls. Party walls as part of the original construction shall in all cases meet the requirements of the City of Houston Building Code and other applicable ordinances, rules or regulations of the City or any of its departments. Each party wall shall be placed on the dividing line between Lots, and to the extent not inconsistent with any of the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is through construction error situated wholly on one Lot instead of on the dividing line between Lots, such wall shall nevertheless be deemed a party wall for joint use by adjoining Lot Owners. Reciprocal easements are hereby created and shall exist upon and in favor of Owners of adjoining Lots for the maintenance, repair and reconstruction of party walls and the foundation footings, piers and beams supporting the same. Each Owner sharing a party wall shall also be deemed to covenant and agree and shall be bound as follows:

(a) The cost of usual and ordinary reasonable repairs and maintenance of a party wall shall be equally shared by the Owners who make use of such wall.

(b) If a party wall is destroyed or damaged by or as a result of any force, act, event or occurrence which is not caused or brought about by the negligence of any Owner sharing such party wall, or if caused or brought about by the negligence of both, then either Owner who has used the party wall may restore it and the adjoining Owner shall contribute one-half (1/2) of the cost of such restoration. However, if a party wall is destroyed or damaged as a result of any negligent act or omission on the part of one and not the other Owner sharing such party wall, then either Owner may restore such party wall and the Owner at fault shall pay or contribute the whole cost of such restoration.

(c) Notwithstanding any other provisions of this Section, an Owner who by his negligence or willful act or omission causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) The right of any Owner to contribution from any adjoining Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(e) In the event any dispute arises concerning a party wall, or under the provisions of this Section, the same shall be resolved and settled through the process of arbitration. Each party to the dispute shall choose an arbitrator and both arbitrators shall choose a third arbitrator, and the decision of a majority of the arbitrators shall resolve and settle the dispute and shall be binding upon all parties to the arbitration. Should any party refuse to choose an arbitrator within ten (10) days after written request therefore, the Board of Trustees of the Association shall select an arbitrator for the refusing party.

Section 3. Residential Use. Each Lot (including land and improvements) shall be used and occupied for single-family residence purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied for any purpose other than as a private single-family residence for the Owner or his tenant and their families. No Lot shall be used or occupied for any business, commercial, trade or professional purpose either apart from, or in connection with, the use thereof as a residence, whether for profit or not.

Section 4. Temporary and Other Structures. No structure of a temporary character, trailer, mobile home, modular home, tent, shack, barn or any other structure or building, other than the Cluster Home residence to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residence house shall be moved upon any Lot from another location; except however, that during the construction and sales period of the Cluster Homes, Declarant may, upon obtaining permission of, and on such conditions specified by the Review Board, erect and maintain such temporary structures on any Lot as is customary in connection with the construction and sale of houses, including, without limitation, a temporary office building, storage area, signs and sales office. Declarant shall also have the temporary right to use one or more of the Cluster Homes as a temporary office or as a model home during the period of and in connection with his construction and sales operations in the Properties, but in no event for more than a period of two (2) years from the date of substantial completion of his last Cluster Home in the Properties described herein or annexed.

Section 5. Private Driveways and Sidewalks. At the time a Cluster Home is constructed, the Declarant shall also construct, at no cost or expense to the Association, a driveway of sufficient width to accommodate at least two (2) cars to serve such

Cluster Homes. The driveway shall extend from the dwelling across the Common Properties to the Private Street. All driveways shall have a concrete finish.

If the plans and specifications provide for and the Review Board approves any sidewalk, the same shall also be constructed, at no cost or expense to the Association, at the time the Cluster Home is constructed, and all such sidewalks shall also have a concrete finish. Such driveway, and any such sidewalks, shall be repaired and maintained at the sole cost and expense of the Owner of the Cluster Homes to which such driveway and any such sidewalk are appurtenant. An easement over and across the Common Properties is hereby created and established for the use, construction, repair and maintenance of such driveway and any such sidewalks.

Section 6. Antennas. There will be no exterior outside TV-FM antennas allowed without the approval of the Review Board prior to installation. Short wave and/or other radio antennas will not be installed or constructed within the Properties.

Section 7. Fences. All fences must be approved by the Review Board prior to installation.

Section 8. Particular Landscaping. At the time a Cluster Home is constructed, the Declarant shall, at no cost or expense to the Association, also landscape the open area between the dwelling and the adjacent Private Street, exclusive of driveway and sidewalk surfaces. The landscaping shall conform to the overall landscape scheme for the Properties, and upon completion of such landscaping it shall thereafter be cared for and maintained as a common expense by the Association. The Association is hereby granted an easement for the purpose of caring for and maintaining the portion of such landscaped area within any Lot between the Cluster Home and the Common Properties on the street side of each Lot.

Section 9. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Properties except as follows:

(a) Declarant may display one (1) sign of not more than six (6) square feet on a Lot to advertise the Lot and Cluster Home for sale during the construction and/or sales period. In addition, Declarant may maintain for said period such signs as may be required to advertise Lots and Cluster Homes for sale and to direct prospective Purchasers to the sales models.

(b) For so long as Declarant shall own any Lot in the Properties, no sign of any kind may be displayed or suffered to be displayed to public view on any Lot by any Owner unless and until the size, shape and subject matter thereof shall have been approved in writing by the Declarant, which shall have the sole discretion to approve or disapprove the display of any such sign. At such time as Declarant shall no longer own any Lot in the Properties, the Board of Directors of the Association thereupon shall succeed to the right to approve or disapprove, in its sole discretion, the display of any such sign. The Association shall have the right to remove any sign, billboard or other advertising structure or device which is placed on any Lot in violation of this Section and to recover all costs of such removal from the responsible party. The Association shall not be subject to



any liability or claim for trespass or other tort in connection with or arising from such removal.

Section 11. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on any portion of the Common Properties, except that dogs, cats or certain other household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 12. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 13. Garbage and Refuse Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping grounds for garbage, trash, rubbish or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, rubbish, debris or other waste matter of any kind shall be burned on any Lot.

Section 14. Parking Areas. The portions of the Common Properties designated for parking of vehicles are for the temporary use of Owners and their guests, visitors and invitees. No boat,

trailer, camper, motor home or mobile home shall be parked on any such parking area or other portion of the Common Properties.

Section 15. Use of Common Properties. The Common Properties are for the common use, benefit and enjoyment of the Owners, subject to the various utility easements affecting the same and to such reasonable rules and regulations as may be promulgated by, and the rights herein granted to, the Association. There shall be no obstruction of any part of the Common Properties which are intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept on the Common Properties which would increase the rates or result in the cancellation of any insurance relating to the Common Properties or any part thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, except for the required and/or approved driveways or sidewalks thereon which are appurtenant to his Cluster Home, nor shall any Owner do anything which would violate the easements, rights and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein required or permitted, no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first being obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible. Each Owner shall faithfully observe and comply with all reasonable rules and regulations promulgated by the Association regarding the Common Properties and shall be deemed to acknowledge and agree that all rules and regulations promulgated by the Association in respect to the Common Properties are for the mutual and common benefit of all Owners and necessary for their protection.

Section 16. Clothes Drying. Open air drying of clothes shall be confined to individual's patios on the Owner's or resident's Lot and must be kept screened by adequate planting or fencing so as not to be visible from adjoining Lots or other portions of the Properties.

Section 17. Septic Tanks. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot or other portion of the Properties.

Section 18. Storage. Garbage cans or containers, recreational equipment, boxes, cartons, tools and like equipment may be stored in carports or garages, provided that the same are screened from public view in a manner acceptable to the Association and the Review Board.

#### ARTICLE XI

##### General Provisions

Section 1. Duration. The rights, use easements and privileges of the Owners and all other easements in or to the Common Properties and all other terms, covenants, conditions and provisions of this Declaration shall be deemed to be covenants running with the land and shall be of perpetual duration, except that:

(i) The provision for Architectural Control set out in Article VIII, above and the Building and Use Restrictions set out in Article XII above (excepting Section 19, which shall be of perpetual duration), and the provisions for the Maintenance Charge Assessments set out in Article VI above (other than in respect to the maintenance and repair of the Private Streets and Alleys in which respect and for which purpose the maintenance charge shall be of perpetual duration), shall run with the land and be in effect for an initial term of thirty-five (35) years from the date this Declaration is filed for record, after which time, they shall automatically be extended for successive periods of ten (10) years each unless within five (5)

years prior to the expiration of the initial or any extended term the same are amended, changed or terminated in whole or in part by a written agreement signed, acknowledged and filed for record by the then Owners of at least seventy-five (75%) percent of the Lots in the Properties, in which case such agreement shall take effect upon the expiration of the term then in effect.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges and assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any Owner or other person, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accord with the general

purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuations, words, clauses, sentences or provisions necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 7. Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no wise affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

Section 8. Successors and Assigns. Any right granted to Declarant by this Declaration shall also inure to the benefit of any party claiming by, under or through Westgate Development Company, its successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has executed this Declaration to be effective the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1975.

ATTEST:

WESTGATE DEVELOPMENT COMPANY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

CONSENT OF LIENHOLDER

U. S. LEASING REAL ESTATE INVESTORS, a California real estate investment trust, being the owner and holder of a certain deed of trust made by WESTGATE DEVELOPMENT COMPANY, a California corporation and recorded in the official records of Harris County, Texas, which deed of trust encumbers the real property and improvements identified in the foregoing Declaration of Covenants and Restrictions for the project known as Wildwood, Section I, hereby consents to the recording of the aforesaid Declaration of Covenants and Restrictions.

U. S. Leasing Real Estate Investors is a California real estate investment trust existing pursuant to a Declaration of Trust dated June 1, 1970, as amended, copies of which are on file at the principal office of the Trust, 633 Battery Street, San Francisco, California 94111. The shareholders, trustees, officers, agents and employees of the trust shall not be personally liable under any written instrument creating an obligation of the trust, and all persons shall look solely to the trust estate for the payment of any claim hereunder or the performance hereof.

IN WITNESS WHEREOF, U. S. Leasing Real Estate Investors has caused this consent to be properly executed by its duly authorized officers as of the 23 day of Sept., 1975.

ATTEST:

U. S. LEASING REAL ESTATE INVESTORS

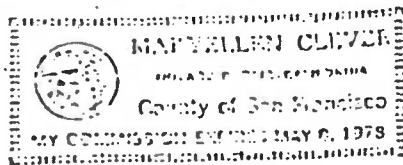
By *Carol A. Grossman*  
Secretary

By *Aaron D. Grossman*  
Vice President

THE STATE OF CALIFORNIA )  
CITY AND ) s.s.  
COUNTY OF SAN FRANCISCO )

BEFORE ME, the undersigned authority, on this day personally appeared A. WILLIAM BENNETT and AARON D. GROSSMAN, Vice President and Secretary respectively of U. S. LEASING REAL ESTATE INVESTORS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of said real estate investment trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of September, 1975.

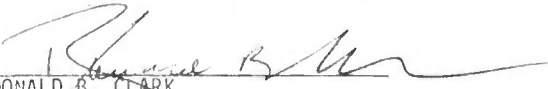


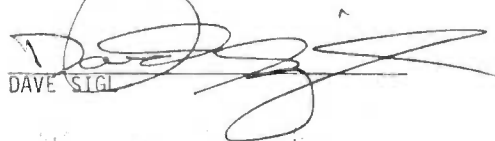
*Maryellen Clever*  
Notary Public in and for the  
City and County of San Francisco,  
State of California

WILDWOOD CIVIC ASSOCIATION

OCTOBER 14, 1983

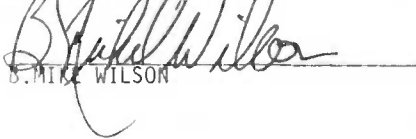
BY RESOLUTION OF THE BOARD OF DIRECTORS OF THE WILDWOOD CIVIC ASSOCIATION, THE ANNUAL MEETING DATE FOR THE WILDWOOD CIVIC ASSOCIATION HAS BEEN CHANGED, FROM THE LAST THURSDAY IN NOVEMBER, TO THE FIRST THURSDAY IN DECEMBER OF EACH YEAR. THE MEETING FOR 1983 WILL BE THE FIRST THURSDAY IN DECEMBER.

  
DONALD B. CLARK

  
DAVE SIGL

  
GUY HUNTER

  
LARRY CAPLAN

  
B. MIKE WILSON

IN ACCORDANCE WITH ARTICLE XIV (b) OF THE BY-LAWS OF THE ASSOCIATION.