THE WOODS PHASE II LOTS 1-15 (12R, 13R, 14-15R) AT RICHLAND CHAMBERS II

DEED RESTRICTIONS AND COVENANTS

Definitions: The following terms used in this document have specific meanings:

The term "Developer" means The Woods Phase II Lots 1-15 (12R, 13R, 14-15R) at Richland Chambers, L.P., a Texas Limited Partnership;

The term "Woods Phase II" means The Woods Phase II Lots 1-15 (12R, 13R, 14-15R) at Richland Chambers II, the subdivision described in that particular plat so named and filed in the Plat Records of Navarro County, Texas;

The term "Lot" means any one of the fifteen lots numbered and described in the plat of the Woods Phase II as filed;

The term "Owner" means the holder of legal title to a Lot;

The term "Association" means The Woods Phase II at Richland Chambers Homeowners Association, Inc. a Texas Non-profit Corporation;

The term "Board" means the Board of Directors of the Association;

The term "Bylaws" means the bylaws of the Association as adopted by the Board;

The term "Committee" means the Woods Phase II Architectural Control Committee; and

The term "Covenants" means those certain deep restrictions and covenants governing the use and development of the Woods Phase II as hereinafter adopted by Developer.

Declaration: The real property called the Woods Phase II and all of the Lots are located in Navarro County, Texas and are described more fully in the attached exhibit. Developer, its owner, does hereby acknowledge, declare and adopt the Covenants, subject to the provisions set forth herein below. Such Covenants shall run with the land covering the Lots in the Woods Phase II and be binding upon its owners, their heirs, successors, grantees and assigns.

Other Laws: These Covenants are intended to be consistent with, and in no way in violation of, other existing and superior laws, regulations and/or rules of any relevant governmental body or agency thereof. The State of Texas, the County of Navarro, Tarrant County Regional Water District and other governmental bodies have requirements concerning construction and other activities in the Woods Phase II and the adjacent lake area. The restrictions imposed by these Covenants are in addition to, and in no event in contravention of, those laws, regulations and/or rules of a superior authority. Moreover, this document does not attempt to summarize or recite any such authority.

Owner's Agreement: Each Owner shall comply strictly with all of the provisions of the Covenants, the Bylaws and the decisions and resolutions of the Association as the same may be amended from time to time.

General Theme: The general theme and goal of the Covenants is to assure that all of the construction of homes and related improvements throughout the Woods Phase II will be of excellent quality materials; that they will be of architectural designs compatible with one another and with the natural beauty of their location; and that their situation on a Lot will not unreasonably interfere with the water views of the homes of other owners, In addition, the general theme and goal of the Covenants are to assure that Owners will enjoy the peace and privacy in keeping with the natural setting of the Woods Phase II and that Owners may reasonably expect that no one will be allowed to construct a building, create a nuisance or commit or permit any other act which would interfere with any Owner's enjoyment of, or jeopardize any Owner's investment in, the Woods Phase II. The Association and the Committee serve as continuing aids to achieve this goal.

Association: At the time of closing on the purchase of a Lot, each Owner will automatically become a member of the Association. Ownership of a Lot entitles one vote and the members of the Association collectively will have a total of 15 votes which may be cast regarding any matter to be determined by the membership. The Association will be managed by its Board pursuant to the

Bylaws and, where silent, the relevant provisions of the Texas Non-profit Corporation Act.

Committee: Pursuant to its Bylaws, the Membership will nominate and vote for three persons to serve as the members of the Committee. Prior written approval of all construction and remodeling projects in the Woods Phase II, the adjacent lake and flowage easement area by a majority of the Committee is required before commencement of that project. One copy of complete construction plans, including specifications and working drawings, and a plat showing the proposed location of the structure must be submitted to the Committee along with any additional and relevant information it may reasonably request. All plans submitted to the Committee must include a detailed description of the methods by which the visual, noise and other instrusions commonly associated with construction and possibly affecting neighboring Owners will be minimized.

The action taken by the members of the Committee in connection with their review of this material must be reasonable and see to accomplish the following: to insure the highest and best development of the Woods Phase II; to encourage and secure the construction of high quality and attractive homes, appropriately and considerately located on each Lot, while discouraging the use of materials, designs or colors incompatible with, or inferior to, that of the other homes in the Woods Phase II and the natural beauty of the immediate area; and to achieve a harmonious architectural scheme consistent with the general theme and goal reflected in the Covenants.

The committee shall make available to each Owner its operational policies and conduct its activities in a timely manner. If no action has been taken on a construction or remodeling approval request with 25 days after delivery to the Committee of all reasonably requested plans and related information, the request will be deemed granted.

Lots: All Lots are, and shall be used exclusively as, single family residential lots. No Business activity of any type will be permitted on the Lots.

Structures: All structures in the Woods Phase II will be site built. Unless approved in writing by the Committee, no building shall be constructed on a

single Lot other than one private residence, one private boat house and one private garage, each for the sole use of the Owner. With the prior written permission of the Committee, an Owner may construct the boat house before constructing the residence. Fencing design and materials must be approved in writing by the Committee.

Each residence must contain a minimum heated, cooled and enclosed living area of 2,000 square feet – exclusive of garage and other structures.

With the prior written permission of the Committee, other structures such as a private swimming pool, a tennis court or (if a horse is owned) a barn may be constructed.

Design and construction of entrance and interior roadways upon a Lot must receive prior written approval from the Committee assuring compatibility with surrounding homes and freedom of dust nuisance (no gravel). Driveway must be done at the time of building.

Setbacks: No building shall be located nearer to the side street line than twenty feet, or nearer to the side of lot line than fifteen feet. No building shall be located nearer to the front lot line than forty feet. No buildings may be below the 320 foot level lake easement line other than previously approved boat houses, boat ramps and related appurtenances.

Drainage: No modification to the natural and normal drainage over the surface of a Lot is allowed.

Utilities: All utilities within a Lot shall be installed without above ground poles or wires without prior written approval of the Committee.

Easements: A fifteen foot easement is reserved along the front and side lot lines of each Lot for possible future use from time to time by the holders of utility or other subsurface rights. This possible use could include the construction, operation and maintenance of items such as, but not limited to, telephone and/or electric lines, temporary roads, gas pipelines, sanitary and storm sewers, road drains and temporary structures, together with the right of ingress and egress.

Temporary Structures: No mobile homes, modular or prefabricated type homes, travel trailers, motor homes or other recreational vehicle will be permitted on a Lot, except that during a twelve month period prior to commencement of construction of the residence and during the initial period not exceeding twelve months following commencement of, but prior to completion of, the residence reasonable approval of certain highway ready vehicles will be granted as determined by the Committee. The Owner must have a permit in hand and vehicles permitted on the Lot must not exceed 1 year total. With prior written permission of the Committee, an Owner's private garage may house such a vehicle at any time.

Pets: No animals, livestock, or poultry shall be bred or kept on any lot or tract in the addition, except cats, dogs, and other household pets may be kept, provided that they are not kept or bred for any commercial purposes, and further provided that the number of such animals kept as family pets shall not be so many as to be considered a public nuisance. Dogs, cats or other household pets that are not confined within the owner's premises shall be considered to be a public nuisance, and owners are required to keep such animals penned, tied, or otherwise restrained.

Up to two horses may be kept by an Owner provided that the Owner (1) owns multiple, contiguous Lots collectively containing a minimum of three acres and (2) has obtained the prior written permission of the Committee regarding housing and sanitary requirements for each horse.

Maintenance of Lots: Owners are individually responsible for keeping their Lots properly mowed, clean and free of all debris. No Owner may sub-divide a Lot or allow it to be used as a public roadway.

Garbage: All garbage and other trash shall be kept in high quality, sanitary containers in good condition, screened from the view of the street and of neighbors. The particular form and location of the screening must have the prior written approval of the Committee. Owners must arrange to have their garbage and other trash collected at their expense and removed from their Lots with reasonable promptness, to aggressively act to prevent garbage odors and fly

attraction, and to comply with all policies and directives which may from time to time be issued by the Association. No pits or other excavations shall be used as a dumping site for garbage or other trash.

Signs: No signs of any type or size shall be allowed on any Lot. For example, no undeveloped lot "For Sale" signs are permitted. There are, however, these exceptions: (1) the Owner may place a "For Sale" sign in connection with the sale of the residence and (2) at the request of the Owner, a general contractor constructing the Owner's residence on the Lot may display a sign.

Hunting: Except for the occasional termination of unwanted non-protected wild animals and pests such as snakes, rodents (rats, armadillos, skunks, possums, etc) and wild pigs/hogs, there shall be no hunting or discharging of firearms or pellet guns on any lots.

Camping: There shall be no camping on any Lot without prior written approval of the Association.

Nuisance: There shall be no overt activity which is, or foreseeably may become, annoying, a nuisance or otherwise offensive to traditionally accepted standards of good taste. Such nuisance includes, but is not limited to, noise and visual nuisances.

Assessments: Association membership assessments will be Sixty (\$60.00) dollars per year, payable on the first day of January each year. The assessment charge for a Lot purchased after the first day of the calendar year shall be prorated from the date of purchase to December 31st of that year. No Owner is exempt from this assessment.

The fund created by the assessment charges shall be used to cover the various expenses incurred in carrying out the general purposes of the Association. Assessment charges will be delivered by each Owner to principal office of the Association. Assessment charges may from time to time be either increased or decreased as deemed advisable and prudent by the Board. These assessment

charges shall extend for the life of the Covenants and shall be extended automatically at the same time as the Covenants are extended.

All sums representing past due assessment charges remaining unpaid by an Owner, including interest thereon at ten percent per annum (but never exceeding the highest legal rate), shall constitute a lien on such Owner's Lot, superior to all other liens and encumbrances, except only for: all taxes and become due, under any mortgage vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessments become due. To evidence such lien, the Association may, but shall not be required to, prepare written notice setting forth the amount of such paid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by a member of the Board and may be recorded in the office of the Navarro County, Texas Clerk. Such lien for that unpaid assessment shall attach from the date that such assessment payment was due. Such lien may be enforced by foreclosure on the defaulting Owner's Lot by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in morgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code as may be amended from time to time, or in any manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to the Association a power of sale, as set forth in said Section 41.002, in connection with the assessment lien. The Board is hereby authorized to appoint a trustee to hold any such foreclosure sale. In any such foreclosure, the foreclosed upon Lot's Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing notice or claim of lien and all reasonable attorneys' fees. The Association shall have the power to bid on the Lot at the foreclosure sale and to acquire, hold, lease, mortgage and convey same. In addition, the monetary amount of any such assessment levied against a Lot shall also be a debt of its Owner at the time such assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

Mediation: Should an Owner have a bona fide disagreement with a decision of the Board or the Committee involving that Owner or that Owner's Lot, within 30 days after receipt of notification of that decision the Owner may submit to the Board or the Committee, as the case may be, a written request for mediation by the then Navarro County, Texas Commissioner representing the

precinct in which the Woods Phase II is located. All parties will promptly meet and such commissioner will either mediate the issure or assist the parties is the selection of an alternate mediator.

Covenant Enforcement: Should a violation or attempted violation of one or more of the Covenants occur, or should an Owner permit such a violation to continue, it shall be lawful for any other Owner or Owners to prosecute any proceedings at law or in equity against such offender to prevent any such violation; to recover damages or other dues for such violation; and to recover court costs and reasonable attorney's fees incurred in such proceeding. Notwithstanding any other provision hereof, the Association shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any Covenants.

Environment: Presently there is, and at times in the past there has been, energy exploration on, around and under certain parts of the Richland Chambers lake area. Each Owner must acknowledge and accept the possibility of such activity occurring at some time or from time to time in the future, and that Lot ownership confers surface rights rather than mineral rights.

Amendments: The Covenants may be amended at any time and from time to time by the affirmative vote of the Owners of 10 Lots at a duly called and noticed meeting of the Association members.

Notices: All notices, demands or other correspondence intended to be served upon an Owner shall be sent by U.S.P.S. certified mail, postage prepaid, addressed in the name of that Owner and in care of the address furnished to the Association by that Owner.

Covenant Survival: Should a Court of Law rule that one or more of the Covenants is invalid, such ruling will not affect the remaining Covenants and each of them will remain in full force and effect.

IN WITNESS WHEREOF, this document is executed and delivered this <u>3</u> day of <u>November</u>, 20 <u>10</u>

THE WOODS PHASE II AT RICHLAND CHAMBERS,

By: Judy K Molyloy

President

STATE OF TEXAS
COUNTY OF NAVARRO

This document was acknowledged before me by $\underline{Judy} \ R$. Mobley The President of The Woods Phase II at Richland Chambers L.P., on this $\underline{3^{rd}}$ day of \underline{N} , $\underline{20/0}$ on behalf of said limited partnership.

SHERLYN CURTIS
My Commission Expires
November 18, 2011

Notary Public in and for The State of Texas

Sherlyn Curtis

My Commission Expires: $1(/, \chi/)$

Printed Name of Notary

The Woods II at Richland Chambers

Architectural Committee members and authors of these policies: David Culwell, Debbie Nicholson, Steve Palagyi

Definitions: The same terms used in the Deed Restrictions and Covenants apply to this Operational Policy. Additionally, the acronym "AC" refers to Architectural Committee and "DR&Cs" refers to Deed Restrictions & Covenants throughout this document

Introduction: Per the current Deed Restrictions & Covenants (DR&Cs), reference Book 1655, Page 0780, dated September 24, 2003, the AC "shall make available to each Owner its Operational Policies in advance of conducting its activities in a timely manner." This document constitutes the AC's Operational Policies as discussed and decided by the AC and presented to the Home Owners' Association at the November 14, 2009, meeting.

General:

- Owners at the Woods II represent a wide range of interests and intents -- some will retire to the Woods II and live
 there permanently, others will have vacation / weekend retreats, and others will own the property as an investment
 before deciding what to do
- All Owners, if they elect to build, will have invested a substantial amount of money in the land, buildings, and
 improvements. Therefore, they should have some degree of freedom as to what they build while maintaining and
 enhancing the overall value of the community, thereby increasing the value of each Owner's property through the
 overall quality of the community.
- In all cases, the DR&Cs ultimately define the norms and intent for the Woods II; however, these norms are open to interpretation by the AC.
- Before any structure is commenced, erected, altered, repaired, or placed or permitted to remain on any lot(s), written approval must be obtained from the AC.
 - o The AC is authorized and empowered to evaluate, review and approve building materials, building plans, site location, and construction materials.
 - o In order to consider the harmony of the external design between existing structures and the proposed building being erected, placed or altered, the AC shall evaluate only the general appearance of the proposed building that can be determined from front, rear and side elevations on the plans that are submitted to the AC.
 - o The AC has ultimate approval authority of all new construction, additions, exterior remodeling, fencing, and other exterior visible appurtenants.
 - The AC shall have no obligation to determine whether any project meets with the approval of an adjacent property owner or whether the proposed construction screens or obstructs any view of an adjacent property owner.
 - O Any construction that extends into or over the lake will be coordinated directly with the Tarrant County Regional Water District; the only approved structure that may extend into the lake is a boathouse designed and built to the Tarrant County Regional Water District's requirements.

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- Final plans and specifications shall be submitted to the AC not later than thirty (30) days prior to initiation of construction. Earlier involvement by the AC will be appreciated and will help to create a better understanding of the designs. At such time as the plans and specifications meet the approval of the AC, the plans and specifications will be retained by the AC and a letter of approval, signed and dated by a majority of the AC, will be returned to the Owner or designated representative. If disapproved by the AC, the set of plans shall be returned marked "Disapproved" and shall be accompanied by a written explanation identifying the reasons for disapproval, signed by a majority of the AC. Any subsequent modification to the plans made by the Owner after AC approval must be submitted to the AC for approval. The AC's approval or disapproval, as required herein, shall be in writing. If the AC fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with the Operational Policies shall be deemed to have been completed. In case of dispute about whether the AC responded within such time period, the person submitting the plans and specifications shall have the burden of establishing that the AC received the plans and specifications. The AC's receipt of the plans and specifications may be established by signed certified mail receipt or a signed and dated delivery receipt by the AC.
- Prior to any construction commencing, the Owner and primary contractor(s) are required to meet with a
 representative of the AC for the purpose of sharing a mutual understanding of duties, requirements, expectations,
 standards, and compliance relative to building in the Woods II. This meeting can occur via conference call.

Principles (DR&Cs, page 0779):

The DR&Cs state the AC is chartered "to ensure the highest and best development of the Woods II, to encourage the construction of high quality and attractive homes, while discouraging the use of materials or designs incompatible with / inferior to the other homes and the natural beauty of the Woods II."

- All constructions of homes and related improvements are of excellent quality materials
- Architectural designs are compatible with one another and with the natural beauty of their location
- Owners can reasonably expect that no one will be allowed to construct a building, create a nuisance, or commit/permit any other act which would interfere with any Owner's enjoyment of, or jeopardize an Owner's investment in, the Woods II.

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Policies:

Structures Page 0780

The DR&Cs state that "each residence must contain a minimum heated, cooled, and enclosed living area of 2,000 square feet, exclusive of garage and other structures." In addition, "a single Lot can contain one private residence, one private boat house, and one private garage, each for the sole use of the Owner."

The AC interprets this to mean any single (1) story residence shall contain a minimum 2,000 square feet of heated-and-cooled space on that ground floor. Any two (2) story residence shall contain a minimum of 1,500 square feet of heated-and-cooled space on the ground floor and an additional 500 square feet or more of heated-and-cooled space on the second floor. These footprints are exclusive of attic areas, patios, porches, garages, or workshops.

In the event the Owner wants to have a private, free-standing garage, it will be constructed of the same materials as and compliment the primary residence. Free-standing garages can be enlarged to accommodate a workshop or art studio but there will only be three free standing structures allowed in total – the permanent residence, the garage, and the boat house. The garage can house three or fewer cars / vehicles and will have finished walls in the garage (no exposed studs). Any expanded design for the free-standing garage will need to be submitted to and approved by the AC and cannot be larger than a four vehicle garage in total. No carports will be allowed.

Plans for pools, tennis courts, outdoor fireplaces / fire pits, or decking require submittal and subsequent review and approval by the AC per the requirements herein. In the event the property is of appropriate size for horses and the Owners have received approval from the AC to have horses on the property, plans for appropriate stables/barn will be submitted to and approved by the AC but the total number of free-standing buildings on the property will remain three.

Fencing must not obstruct views; fencing should not violate the building set-backs nor go below the 320-foot line; Owners can elect to have posts / columns in their fencing design and these need to be either stone, brick, or comparable material to match their primary residence (but not cinderblock exterior); any masonry fence must be constructed on a concrete beam foundation of sufficient width and depth to properly support the structure; low wattage/voltage electric fencing to prevent destruction of property by feral animals is not regulated by this section. Fencing will be of quality materials compatible with the design of the house.

Construction Material — A minimum of 60% of the exterior/elevation be comprised of brick, stucco, and/or stone and glass; a maximum of 40% can be Hardy Plank (or equivalent); all roofs must have at least a four on twelve (4 on 12) pitch and shall be built from composition, tile, slate, or metal with "baked-on" enamel; the AC shall make the final decision on all roofing material.

Colors – The color palette will emphasize natural colors that compliment the essence of the Woods II (e.g., browns, tans, brick reds, forest greens, etc.); bright primary colors (e.g., red, blue, yellow, orange, green) or pastels will not be approved.

Style — The AC will not approve designs that constitute coastal beach or farmhouse styles. All ingress and egress to property will require a properly drained cement drive over the culvert; the dimensions must be a minimum of 10-feet wide; this entry will then join an edged driveway all the way to the house / garage / parking area that can be one of the following: properly reinforced concrete asphalt, pavestone, brick, or comparable material sufficient to support the weight of multiple vehicles.

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Any modifications to the property to allow construction will require an engineering report to ensure that changes in drainage will not cause damage nor infringe on other Owner's properties.

All Owners are required to maintain their culverts removing plant material or other obstructions such that water can effectively drain from the property and will not back-up or affect neighboring Owners' properties.

Utilities Page 0780

The DR&Cs state "all utilities within a Lot shall be installed without above ground polls or wires without written approval of the AC."

Additionally, the AC specifies that:

Any tanks supporting the property (e.g., septic tank, gas tank, etc.) must be properly sited and buried underground; all propane tanks larger than 50 lbs. shall be buried; except for propane tanks, storage tanks for fuel or other hazardous substances shall not be allowed on any lot or tract; new construction and alterations or additions must meet minimum standards established by any applicable building and electrical codes of Navarro County, Texas or the State of Texas.

IMPORTANT: Your attention is called to the Tarrant County Regional Water District requirements pertaining to Septic systems and construction below the 320 foot elevation (MSL) line. Septic system installation requires a permit and inspections by the District, and any such system must be installed to meet State, County, and or District standards, whichever may be more stringent.

Antennae – Only satellite TV antennae from a qualified, commercial service provider (e.g., Dish, DirectTV) will be allowed in the Woods II and these must be attached to the house in a non-obtrusive manner; any other antennae will need to exist inside the house structure (e.g., in the attic) and cannot project outside the frame of the house. No free-standing antennae will be allowed.

Green Power / Alternative Energy — At this time, owners can elect to have solar equipment (e.g., panel arrays, etc.) on their roofs but plans for solar solutions must be submitted to the AC for approval and must meet construction code for support; green power and alternative energy solutions must comply with the general requirements described in this document.

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Pets Page 0781

The DR&Cs state, "Owners may keep household pets on their own Lots provided that the pet does not stray off the Owner's Lot and does not otherwise create a nuisance or threat to another Owner. The determination of whether or not a particular animal is a 'household pet' as defined in the DR&Cs will be determined by the Board. Up to two (2) horses may be kept by an Owner provider that Owner (a) owns multiple, contiguous Lots collectively containing a minimum of three acres and (b) has obtained written permission of the AC regarding housing and sanitary requirement for each horse."

Plans for dog runs must be submitted to and approved by the AC; they must have an appropriate cement foundation and fencing that complies with the neighborhood norms; additionally, dog runs should be adjacent to the house and not obstruct the sight lines from neighboring houses.

Plans for stables for those properties that meet the requirements for having horses must be submitted to and approved by the AC.

Signs Page 0781

Since all properties are owned by Owners, each Owner should have the right to place an appropriate, professional "For Sale" sign on the property if and when that Lot is for sale. All other signage requests should be submitted to and approved by the AC.

Other

Construction Site Expectations:

Work Schedule: Work should occur during daylight hours; during weekdays, the start time should be after 8:00 am and work should end before dark; on the weekends, the start time should be after 9:00 am.

Site Appearance: The primary contractor or builder can have a commercial sign displayed during constructions that is reasonable size. Construction vehicles should be parked out-of-the way of the main thoroughfares. Speed limits should be obeyed at all times. Storage of hazardous and flammable materials will not be allowed on the property.

Cleanliness: The construction site must be kept clean. A construction site container must be located on the building site and must be used for the disposal of construction materials and other debris.

Toilets: A temporary port-a-potty (toilet) must be placed on the construction site (on the property owner's lot) for use by all construction workers. Port-a-potty containers must be serviced on a frequent basis to prevent unpleasant odors and maintain proper sanitation.

Concrete Cleanup: Disposal and cleanup of concrete truck washout is the responsibility of the owner and builder. Truck washout is allowed only at the construction site (on the property owner's lot) and must be cleaned up by the completion of construction by either the builder or property owner.

General common grounds: Damage to "common grounds" by contractors is the responsibility of the Owner, including but not limited to culverts, roads, and Woods II entrance landscaping

The AC deems all other sections of the DR&Cs as clear in their intent and expects that Owners will abide by them (i.e., Temporary Structures, Maintenance of Lots, Garbage, Hunting, Camping, Nuisance, and Assessments). Additionally, the DR&Cs outline the mediation and covenant enforcement processes that the AC will follow.