

**CERTIFICATE OF AMENDMENT OF  
COVENANTS AND DEED RESTRICTIONS FOR  
RICHLAND CHAMBERS HIDDEN OAKS  
HOMEOWNERS' ASSOCIATION, INC.**

**STATE OF TEXAS** §

00008020

**COUNTY OF NAVARRO** §

We, the undersigned, Jimmy Jones, Phil Krejci and Burt Ferguson, the Officers and Board of Directors of Richland Chambers Hidden Oaks Homeowners Association, Inc., hereinafter referred to as Hidden Oaks Homeowners Association, a non-profit corporation, do hereby certify that a notice of a proposal to amend the existing Covenants and Deed Restrictions of the association with 9 proposed amendments has been mailed or hand delivered by October 1st 2017 to each director and member entitled to vote thereof, and that the returned and **signed ballots** were duly recorded and tabulated and that more than 2/3rds of the votes entitled to be cast were cast in favor of amendments number 2,3,4,5,6,7 and 9 on or before October 30, 2017 at the offices of the corporation in Corsicana, Texas. The aforementioned amendments that passed, have been incorporated into these Restated Covenants and Deed Restrictions. Covenants and Deed Restrictions as hereinafter set forth were adopted by a legal vote of said directors and members.

RESOLVED that any prior Covenants and Deed Restrictions for Hidden Oaks Homeowners Association recorded in the Navarro County Deed Records, for and on behalf of the Richland Chambers Hidden Oaks Homeowners Association, Inc., and any prior agreements, concessions, understandings, representations, authorizations, approvals or actions of meetings that conflict with these Amended Covenants and Deed Restrictions are hereby revoked and are of no further force or effect.

**RESTATED AND AMENDED COVENANTS AND DEED RESTRICTIONS  
FOR RICHLAND CHAMBERS HIDDEN OAKS HOMEOWNERS  
ASSOCIATION, INC.**

**STATE OF TEXAS** §

**COUNTY OF NAVARRO** §

KNOW ALL MEN BY THESE PRESENTS, that Richland Chambers Hidden Oaks Homeowners Association, Inc., hereinafter referred to as Hidden Oaks Homeowners Association, does hereby acknowledge, declare and adopt the following restrictions and covenants governing the use and development of the property, which are hereby impressed upon the property covered hereby, subject to the provisions herein below, and these restrictions and covenants shall run with the land and its owners, their heirs, successors, grantees and assigns, and supersede and are in lieu of any prior restrictions, whether included in any deed or otherwise, on the property covered hereby.

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**RESTATED AND AMENDED**

**COVENANTS AND DEED RESTRICTIONS FOR  
RICHLAND CHAMBERS HIDDEN OAKS HOMEOWNERS'  
ASSOCIATION, INC.**

**As of November 2, 2017**

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## ARTICLE I – DEFINITIONS

### **Hidden Oaks Homeowners Association (HOHA)**

The Texas Non-Profit corporation established for the benefit of the property owners in the Hidden Oaks Subdivision – Navarro County, Texas and its successors or assigns.

### **Board of Directors**

The officers elected by the property owners consisting of President, Vice President and Secretary/Treasurer serve as the Board of Directors

### **Pets**

Includes common household pets such as dogs and cats and other pets that are kept in the home at all times. Livestock or any animal normally raised for the production of food are NOT pets. Horses are considered pets. Any fowl kept outside the home is NOT a pet.

### **Commencement Date**

Means the date actual physical construction begins on a property.

### **Tarrant Regional Water District**

Means the Tarrant Regional Water District (TRWD) which governs all aspects of the lake and property that adjoin the lake from the Mean Sea Level of 320' and below. Any construction within the area below the Mean Sea Level of 320' must be approved by the TRWD. Any septic or sanitary sewer must be in compliance with TRWD rules and regulations.

### **Architectural Control Committee**

Means the committee appointed by the board of directors that regulates all construction within the sub-division.

### **Improved Property**

Property on which there are any permanent structures. These would include (but are not limited to) houses, outbuildings, piers/docks or boathouses.

### **Assessments**

Annual assessments (dues) are assessed to each property at the annual meeting of the property owners by majority vote and remain in effect until changed by another meeting of the property owners. In addition to annual assessments, the property owners may vote to have a special assessment for a particular need in the community such as road replacement or maintenance or construction of some facility. The annual assessments are due on January 1 of each year for that year (i.e. paid in advance). Special assessments are due 30 days after the assessment date.

### **Common Areas**

Means the facilities and roads available to the property owners. Current facilities consist of the boat ramp and boat dock, and the picnic area located at the North end of the sub-division adjacent to Lot 2. The roads are also owned and maintained by the association.

## ARTICLE II – HOME OWNERS' ASSOCIATION

- (1) All lots in said HIDDEN OAKS Subdivision shall be described, known, and used exclusively as single family residential lots and shall not be used for commercial, industrial or professional use. No building shall be erected or maintained on any residential lots in said subdivision other than a private residence, a private boathouse, and a private garage for the sole use of the owner or occupant. Improvements in the lake easement area must be approved by the Tarrant Regional Water District (TRWD) and otherwise be in compliance with these deed restrictions.
- (2) No animals or birds shall be raised, bred or kept on any lot, except household pets may be kept provided they are not raised, bred or kept for commercial purposes and said pets are contained within the property owner's sole property by fencing suitable for containing said pets. Pets may leave the owner's property only if controlled by leash, halter or bridle as appropriate for the pet. Animals customarily slaughtered or otherwise raised to produce commercial consumption products are not pets. On lots or combinations of adjoining lots with acreage in excess of two (2) acres, horses may be kept at the rate of one (1) horse every two (2) acres. No livestock of any description shall be permitted on any property within the subdivision.
- (3) No outbuilding or garage shall be erected on any lot before construction of a new residence begins, and no outbuilding, boathouse, basement or garage erected on any lot shall at anytime be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Travel trailers, motor homes, campers, camper trailers, and other recreational vehicles, shall not be permitted on any lot except where same complies with item number (16). No mobile homes, portable houses, modular or prefabricated type homes shall be placed on any lot.
- (4) A boathouse or dock may be erected prior to building a private residence. All docks and boathouses must meet the approval of the Tarrant Regional Water District (TRWD).
- (5) Each lot shall be kept clean, mowed, and free of weeds, tall grass, and debris in keeping with other property in the community. For vacant lots, a minimum of three mowing dates per year are established as April 15, June 15, and August 15 with corresponding deadline dates to accomplish this set at May 1, July 1, and September 1. After May 1, July 1, and September 1, if the property has not been mowed, the Hidden Oaks Homeowners Association or its successors or assigns will hire someone to mow the property in question and the owner will be billed not only for the cost of mowing but also a \$150.00 penalty. At no time shall junk cars, recreational vehicles not in compliance with Article II (3) or other inoperable equipment be stored or parked on any owner's lot. If, 30 days after written notice is properly served on the owner by the Board, the owner fails to clean the lot or remove cars, recreational vehicles or inoperable equipment from the lot, Hidden Oaks Homeowners Association may assess a penalty of \$50.00 per day until the condition is remedied by the lot owner. These costs, penalties and expenses shall be secured by a lien on the lot so involved hereunder. All improvements constructed on lots must be maintained as close to their original condition as is reasonably possible so

as not to diminish the value of the property itself or the value of any neighboring property.

- (6) No pits, holes, or other excavations shall be dug on any lot except in connection with the actual construction of the foundation of the improvements to be erected thereon or installation of a pool that meets the minimum standards and specifications generally accepted in the pool construction industry. No aboveground pools are permitted. Said excavation must be approved in advance by the Architectural Control Committee as set forth otherwise herein. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No construction or other materials may be stored on a lot unless construction has already begun on qualified improvements to said lot.
- (7) No billboard, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot. No such signs for the sale of unimproved lots or new homes shall be permitted except on the property for sale itself.
- (8) No hunting or discharging of firearms shall be permitted on any lot or any part of this subdivision except in a life threatening circumstance or other defense of life or property.
- (9) No noxious or offensive commercial trade or activity shall be carried out on any lot, nor shall anything be done thereon which may be, or which may become, an annoyance or nuisance to the neighborhood, or to any of the property owners herein.
- (10) Easements are reserved along and within eight (8) feet of the rear lines of all lots hereunder, ten (10) feet of the front lot lines of all lots hereunder, and ten (10) feet of the side lot lines of all lots hereunder, for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone lines, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. In case the side lot lines are used for utilities, the following does not apply. In respect to any two or more contiguous whole and/or fractional lots owned by the same person or persons and said person or persons desire to use the combined lots as a single building site, the two outermost side lot lines will be considered as the side lot lines, considering said contiguous whole and/or fractional lots as one lot. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easement area as long as such lines do not hinder the construction of buildings on any lots hereunder. Wires or cables for service to one property owner shall not unnecessarily interfere with or invade the air or land space of another property owner so as to interfere with the adjoining landowner's use and enjoyment of said property.
- (11) The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform to the requirements of the Health Department of Navarro County and the State of Texas, the Texas Water Quality Board, and the Tarrant Regional Water District (TRWD). No outside toilet shall be erected or

maintained on any lot hereunder, except during the construction of a permanent residence, garage, boat dock or retaining wall.

- (12) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of materials (except during construction of a building), and all lots shall be kept clean and free of tall grass and weeds, boxes, rubbish, trash, inoperative cars, inoperative boats, unused trailers, unused commercial equipment or other debris.
- (13) Commercial trucks, trailers, equipment or tractors may be parked or stored on the owner's lot in this subdivision while construction that has been approved in writing by the Architectural Control Committee is in progress. Upon completion of the approved construction, all commercial trucks, trailers, equipment or tractors will be removed from the owner's lot. All boat trailers, personal watercraft trailers and automobiles stored on the owner's lot must be owned by the property owner of the lot or their guest, must be in good working condition and must have current licenses and registrations. The boat and watercraft trailers must be stored on driveways or hidden from street or adjoining property owner's view as much as is reasonably possible. Guests of property owners may park their watercraft trailers for no more than 7 consecutive days unless a waiver in writing from the board is granted. Equipment or tractors used to maintain HOHA roads and HOHA common property may be stored on any lot with permission of the lot owner. Parking of automobiles, trailers or equipment on streets, except by contractors performing services for a property owner, is not allowed. Temporary parking of vehicles on the street during a social event sponsored by a property owner is allowed provided driveways and streets are not blocked
- (14) No more than one residence may be constructed on any lot. Further, no lot shall be further subdivided, except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of Hidden Oaks Homeowners Association, its successors and assigns and a majority vote of the property owners.
- (15) For the safety of other property owners, their families, guests, or other visitors to the subdivision, property owners, their family members and invited guests shall not exceed a speed limit of 25 MPH while operating any motor vehicle within the subdivision. Operating a motor vehicle in excess of this speed limit or other reckless operation of a motor vehicle within the subdivision shall be subject to the same remedial provisions set forth herein for any other violation of the Restrictions and Covenants herein.
- (16) Travel trailers, motor homes, campers, camper trailers, and other recreational vehicles shall not be permitted on any lot by persons other than the property owner. A non-resident property owner may use a travel trailer, motor home, camper, camper trailer or other recreational vehicle on their own property not to exceed seventy-two (72) hours in duration. A property owner may be denied this privilege by a majority vote of the Architectural Control Committee if said privilege is abused, the exercise of said privilege creates a nuisance for adjoining landowners, or the property owner otherwise fails to comply

with the other restrictions herein during the exercise of said privilege and at the discretion of the Architectural Control Committee.

- (17) For the safety and welfare of improved property owners and persons residing in the subdivision, no tables, chairs, trailers, recreational equipment or other tangible items not natural to the environment will be allowed to remain on any unimproved property while the owner is absent from the property.
- (18) Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated, any restriction or provision herein to (a) prevent such violation, (b) recover damages or other dues for such violation, and (c) recover court costs and reasonable attorney's fees incurred in such proceeding. "Person or entity" as used in the preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, Hidden Oaks Homeowners Association shall neither be liable nor subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.
- (19) These Covenants shall not be revoked, nor shall any of the provisions herein be amended, from the date these Covenants are recorded unless the Owners representing at least sixty-six and 2/3% (54 lots based on the original plat of 81 individual lots) of the ownership of the lots agree to such revocation or amendment by instruments duly executed and recorded.
- (20) All notices, demands or other correspondence intended to be served upon Owner shall be sent by ordinary or certified mail, addressed to the Owner, at the most recent address the Owner provided to HOHA or, if authorized in writing by the owner, by email to the most recent email address provided to HOHA. All notices, demands or other correspondence intended to be served upon the Board of Directors of the Association, or the Association, shall be sent by ordinary or certified mail to the address of the Association's President.
- (21) Whenever the applications and provisions of these Covenants conflict with the application of any provisions of the Bylaws adopted by the Association, the provisions or applications of these Covenants shall prevail.

**(22) Renting or Leasing of Property**

For purposes of these Covenants and Deed Restrictions, rental or leasing of an owner's property is allowed if all the following conditions are met:

- 1) Only improved lots with a completed residence may be rented or leased.
- 2) The tenant or lessee must be a single-family unit.
- 3) The property must be rented or leased to a natural person.
- 4) The entire property (including all improvements) must be rented or leased.
- 5) Only the owner of the property may rent or lease the property. A lessee or tenant may not sub-let the property.
- 6) The owner of the property must provide to the Secretary of the HOA, before the start of the lease period, the following information:
  - (1) Starting and ending date of the lease.
  - (2) Name, mailing address, telephone number and email address of the tenant.
  - (3) A statement that he/she has provided the tenant or lessee with a copy of the HOHA Covenants and Deed Restrictions currently in effect and that said tenant or lessee has agreed to abide by all applicable provisions.
- (7) Rental or lease periods must be a minimum of 180 consecutive days to each tenant or lessee.

Should a property owner possess multiple residential properties in Hidden Oaks Subdivision, each individual residential property is considered a separate property.

The property owner is responsible for all actions of the tenant during the term of the lease that may violate any of the Covenants and Deed Restrictions then in effect.

The board may regulate the total number of rental properties in Hidden Oaks Subdivision.



### ARTICLE III – ASSESSMENTS

- (1) At the time of closing on the purchase of any lot in the Hidden Oaks Subdivision, each purchaser will automatically become a member of the Hidden Oaks Homeowners Association. The annual assessment is based on the eighty-one (81) individual original subdivision plats, (whether or not the plat has been changed), to be paid annually on the first (1st) day of January of each year. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year. The assessment is payable to the Hidden Oaks Homeowners Association at its office in Navarro County, Texas, or at any location that its office may be changed to at a future date. Such charges and assessments are to be secured by an assessment lien upon said lots if not paid within thirty (30) days of the due date and such assessment lien may be imposed and foreclosed by the Hidden Oaks Homeowners Association in whom such authority is hereby vested or its successors or designees. The fund created by **the assessment charges shall be used to cover expenses** incurred in the maintenance and operation of the common area properties and facilities of the subdivision, or for the community improvement thereon, including but not limited to the construction and reconstruction, improvement and maintenance of roads, mowing of roadways, parks, public boat ramp, dock and picnic area, and other improvements or services at said subdivision and for such other uses as may be approved by the Hidden Oaks Homeowners Association. The assessment charges may be changed by a majority vote of the members present at a regular meeting of the homeowners, if necessary, to provide adequate funds to carry out the purposes of that Association. Such assessment charges shall extend for the life of these restrictions and covenants and shall be extended automatically at the same time the restrictions and covenants may be extended.
- (2) In addition to the Assessments authorized above, at any time, the Association may levy in any calendar year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of roads, parks, public boat ramps, docks and picnic areas or other improvements located or to be located upon the Common Areas, provided that any such Assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting (annual or special) of the Association duly called for such purpose.
- (3) No Owner may exempt himself from liability for his contribution toward the Common Areas by waiver of the use or enjoyment of any of the Common Area or improvements located thereon.
- (4) All sums due but unpaid by a lot Owner for his share of Assessments shall constitute a lien on such lot superior to all other liens and encumbrances, except only for: (i) all taxes and special assessments levied by governmental and taxing authorities; and (ii) all liens securing sums due or to 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.

- (5) Property owners who do not pay their assessments timely will be offered an "Alternative Payment Plan" by the association. The Board of Directors determines the fee to be charged for administering the alternative payment plan. The Administrative fee per lot plus the cost of filing and later releasing a lien on the property affected by the alternative payment plan is added to the amount of the unpaid assessments. The appropriate fees and assessments are payable over a number of months as determined by the Board of Directors from the date the assessment was originally due. The Alternative Payment Plan will be administered pursuant to Chapter 209 of the Texas Residential Property Owners Protection Act of 2012.
- (6) To evidence such lien, the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the lot and a description of the lot. Such notice shall be signed by one of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Navarro County, Texas. Such lien for the Assessment shall attach from the date of the failure of payment of the Assessment. Such lien may be enforced by foreclosure of 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 mortgages 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 51.002, in connection with the Assessment lien. The Board of Directors is hereby authorized to appoint a trustee to hold any such foreclosure sale. In any such foreclosure, the 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 and hold, lease, mortgage and convey same. The amount of the Assessment levied against each lot shall also be a debt of the Owner thereof at the time the Assessment is made.

#### ARTICLE IV – ARCHITECTURAL CONTROL

- (1) There shall be established an Architectural Control Committee composed of five (5) members, appointed by the Board of Directors, to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from street and adequate free spaces between structures; and, in general, to adequately provide for the highest possible standard and quality of improvements on said property without interfering with the use and enjoyment of adjoining property owners; thereby enhancing the value of investments made by purchasers of property therein. The committee shall select a presiding officer. Members shall serve a one (1) year term. All house plans shall be approved by a majority of the Architectural Control Committee. Neither Hidden Oaks Homeowners Association, nor the Architectural Control Committee, nor the members of said committee, shall have any personal liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.
- (2) Prior to construction of any building, fence, or other structure, one (1) copy of the complete construction plans and specifications, and a plan showing the proposed location of the structure, shall be submitted to and approved in writing by the Architectural Control Committee. Approval shall not be unreasonably withheld, and the Architectural Control Committee shall approve or reject within three weeks of submittal.
- (3) A One Thousand Dollar (\$1,000.00) road maintenance fee must be submitted with house plans to the Architectural Control Committee; if house plans are not acceptable, or if the house is not built, the One Thousand Dollar (\$1,000.00) road maintenance fee will be refunded to the individual who submitted the funds; and any funds kept by the Hidden Oaks Homeowners Association would be used for road maintenance only.
- (4) Subject to the other provisions herein, all construction must be of new material except stone, brick, or other materials used for antique decorative effect, if such use is approved in writing by the Architectural Control Committee. Wood exteriors shall be painted or stained with at least two coats of paint or stain. No sheet metal or tarpaper type (roll) roofing or siding materials will be used on any structure except as approved by the Architectural Control Committee. The roof must be, at a minimum, a high quality composition shingle of at least 240 pounds per square. All buildings must have at least 60% combined brick/stone and/or glass on exterior sides, unless otherwise approved in writing by the Architectural Control Committee. All buildings shall be completely underpinned and under skirted, with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb or other such impediment to the free flow of water be installed nor altered, except where necessary to prevent damage to property.

- (5) No building or structure exceeding two stories in height, except split-level, shall be erected on any lot unless approved by the Architectural Control Committee, and each residence shall have a minimum floor area of 1,600 square feet, exclusive of garages and covered porches. All structures must have closed garages. Open carports are prohibited unless a variance is obtained in writing from the Architectural Control Committee.
- (6) No chain link fences will be allowed. No other fence shall be permitted to extend in front of the front elevation of the house except decorative wood, stone, brick or iron grillwork unless approved by the Architectural Control Committee.
- (7) No building shall be located nearer than forty (40) feet to any street line, or nearer to the side of a lot line than twelve (12) feet, or nearer to the rear lot line than twelve (12) feet or below the 320' lake level easement line. No building shall be located nearer to the front lot line than forty (40) feet. In respect to any two (2) or more contiguous whole and/or fractional lots owned by the same person or persons and said person or persons desire to use the combined lots as a single building site, the two outer most side lot lines will be considered as the side lot lines, considering said contiguous whole and/or fractional lots as one lot.
- (8) A property owner may construct and maintain no more than one separate detached building for storage of tools, lawn maintenance equipment, fuels, or other items not suitable for storage within the home, on their property if, and only if, said detached storage building meets the following criteria and is approved in writing by the Architectural Control Committee: (1) construction of a permanent residence has commenced or is completed on the property; (2) building is built from the same new materials as the residence and in a good workmanlike manner; (3) and said building does not create a nuisance or obstruct the view of adjoining property owners. Under no circumstances shall any storage building be used for commercial storage or operation of any commercial activity.
- (9) Any barn or other permanent structure necessary to maintain horses or other pets must be constructed of new materials; constructed of the same or similar materials as the permanent residence or garage; meet the approval of the Architectural Control Committee; and must otherwise meet or exceed other restrictions herein. Any horses or other pets allowed must be maintained by fencing generally accepted as fencing capable of containing said horses or other pets.
- (10) Any building, structure or other improvements commenced upon any lot shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date.
- (11) No permanent structure, construction of which is commenced with construction of the permanent residence, shall remain unfinished one hundred eighty (180) days after completion and/or occupancy of the permanent residence.

- (12) A private swimming pool may be constructed, erected or installed on any lot in "the subdivision" as an adjunct facility to the residence, which is located on such lot. The swimming pool shall be enclosed by a fence adequate to prevent unauthorized access, and gates in such fence shall provide security against such access. Liabilities of all kinds pertaining to a private swimming pool will rest upon the owner of the property.

**ARTICLE V – MISCELLANEOUS**

- (1) Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.
- (2) Each Owner shall comply strictly with the provisions of these Covenants, the Bylaws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time.
- (3) The administration of the Association shall be governed by the Bylaws. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the Bylaws.

Filed for Record in:  
Navarro County

On: Nov 02, 2017 at 12:21P

As a  
Recording

Document Number: 00008020

Amount: 82.00

Receipt Number - 81416

By,  
Dolly Whitehead

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was  
filed on the date and time stamped hereon by me and  
was duly recorded and stamped hereon by me.

Nov 02, 2017

Sherry Dowd, COUNTY CLERK  
Navarro County

STATE OF TEXAS §

COUNTY OF NAVARRO §

Jimmy Jones, Phil Krejci and Burt Ferguson, being first duly sworn on oath, depose and say that they are respectively the President, Vice-President and Secretary/Treasurer and together make up the Board of Directors of Richland-Chambers Hidden Oaks Homeowners Association, Inc., the non-profit corporation named in the foregoing certificate; that said certificate contains a true statement of the actions of the Board of Directors and membership of said corporation duly held as the aforesaid; that such certificate is executed on behalf of said non-profit corporation, by its express authority; and that they further acknowledge the same to be their free act and deed and the free act and deed of said non-profit corporation.

*Jimmy Jones*

Jimmy Jones, President/Director

*Phillip L. Krejci*

Phil Krejci, Vice-President/Director

*Burt Ferguson*

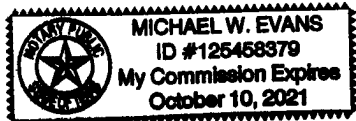
Burt Ferguson, Sec/Treasurer/Director

SWORN TO AND SUBSCRIBED before me this 2<sup>nd</sup> day of November 2017, to certify which witness my hand and seal of office.

*Michael W. Evans*

Notary Public, State of Texas

Commission expires: 10-10-2021



Notary Seal