

the WOODS
at Richland Chambers

III

DEED RESTRICTIONS AND COVENANTS

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

The term "Developer" means The Woods at Richland Chambers, L.P., a Texas Limited Partnership;

The term "Woods" means The Woods at Richland Chambers, 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 as filed;

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

The term "Association" means The Woods 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 Architectural Control Committee; and

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

Declaration: The real property called the Woods 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 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 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 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 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. 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 Board will appoint three persons to serve as the members of the Committee. Prior written approval of all construction and remodeling projects in the Woods, the adjacent lake and flowage easement area by a majority of the Committee is required before commencement of that project. Complete construction plans, including specifications and working drawings, and a plat showing the proposed location of the structure must be submitted in triplicate 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 intrusions 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 seek to accomplish the following: to insure the highest and best development of the Woods; 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 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 within 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 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.

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. With prior written permission of the Committee, an Owner's private garage may house such a vehicle at any time.

Pets: 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. All questions regarding whether or not a particular animal is a "household pet" as that term is used in these Covenants will be determined by the Board.

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 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: Developer reserves the right to use signage as desired; and, with the prior written approval of the Committee as to size, design, placement and duration, (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: There shall be no hunting or discharging of firearms or pellet guns on any Lot.

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 initially be five dollars per month, payable annually 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 special assessments levied by governmental and taxing authorities; and 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. 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 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 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 15 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 is located. All parties will promptly meet and such Commissioner will either mediate the issue or assist the parties in 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.

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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 Covenant 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 1 day of Nov., 2005.

THE WOODS AT RICHLAND CHAMBERS, L.P.

By: LBG LLC
General Partner

By: [Signature]
Member

STATE OF TEXAS

COUNTY OF NAVARRO

This document was before me by Byron Cook, a member of LBG LLC, General Partner of Woods at Richland Chambers L.P., on this 1 day of Nov, 2005 on behalf of said limited partnership.



My commission expires:
2-10-08

[Signature]
Notary Public in and for
The State of Texas
David W. Wilson Jr
Printed Name of Notary

②2400
Robbin:
Dario w/s
P.O. Box 1030

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Filed for Record in:
Navarro County

Date: Dec 09, 2005 at 10:54A

As a
Recording

Document Number: 00012007

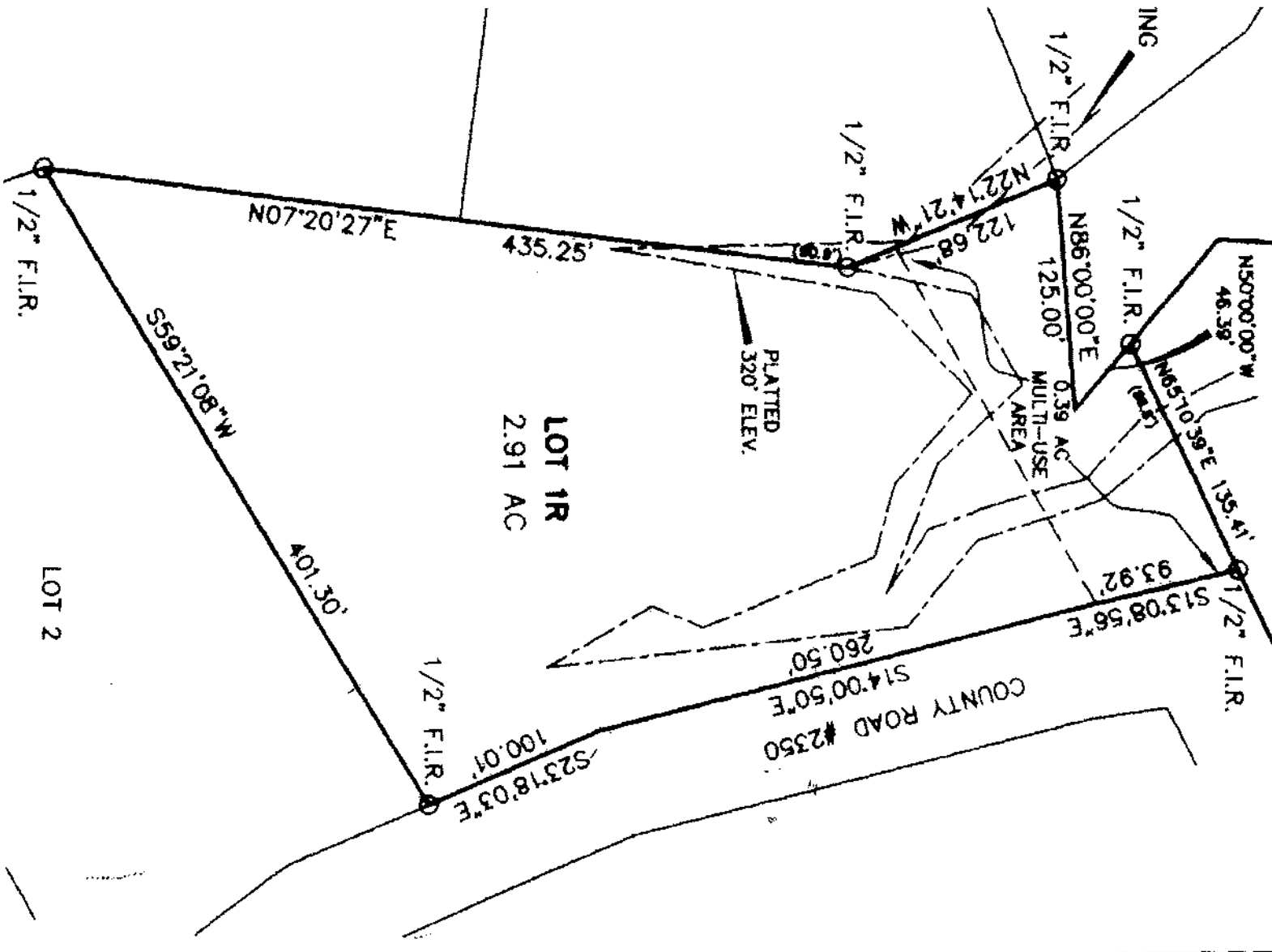
Amount: 24.00

Receipt Number - 5832
By:
Debbie Robinson

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 in the volume and page of the
indexed records of Navarro County
as stamped hereon by me.

Dec 09, 2005

Sherry Dowdy County Clerk
Navarro County



1/2" F.I.R.

LOT 2

N07°20'27"E
435.25'

S59°21'08"W
401.30'

LOT 1R
2.91 AC

PLATTED
320' ELEV.

MULTI-USE
AREA
0.39 AC

COUNTY ROAD #2350
S14°00'50"E
260.50'

1/2" F.I.R.
S23°18'03"E
100.01'

1/2" F.I.R.

N22°14'21"W
122.68'

1/2" F.I.R.

N86°00'00"E
125.00'

1/2" F.I.R.

INC

N50°00'00"W
46.38'

N65°10'39"E
135.41'

1/2" F.I.R.

S13°08'56"E
93.92'