

**FIFTH AMENDED
PROTECTIVE AND RESTRICTIVE COVENANTS
WHISPERING HILLS SECTION II AND SECTION III
HIDDEN VILLAGE
CAMP COUNTY, TEXAS**

Whereas, the undersigned, Hidden Village Property Owners Association, HVPOA of Whispering Hills Section II and Section III, hereinafter also known as Hidden Village, desires to amend said Protective and Restrictive Covenants **to be in compliance with the Texas Residential Property Owners Protection Act(s) and July 12th 2010 Camp County District Court (Cause No. CV-09-1162) only.** The undersigned does hereby adopt, impose and place upon the land comprising said Subdivision the following amendments to the previously recorded Protective and Restrictive Covenants as set forth herein:

1. There shall be established an Architectural Control Committee compose of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in Whispering Hills Section II and Section III against such improper use of lots as will depreciate the value of their property, to preserve, so far as practical, the natural beauty of said property; to guard against the placement thereon of poorly designed or proportioned structures and structures manufactured of improper or unsuitable materials, to obtain harmonious architectural schemes, to insure the highest and best development of said property; to encourage and secure attractive camping usage thereon; to secure and maintain proper setbacks from street and in general to provide adequately for a high type of quality of improvements in said property and thereby to enhance the value of investments made by purchasers of lots therein. The members of the Architectural Control Committee shall serve on such committee at the pleasure of HVPOA. The HVPOA will appoint replacements and successors to the Architectural Control Committee. A majority vote of the Architectural Control Committee will be required for approval for any plan. Any decision to approve or disapprove of any plan submitted to said Committee shall be solely in the discretion of said Committee.

Neither the HVPOA, nor the Architectural Control Committee, or the members of said committee, shall have any liability or responsibility at law or in the equity on account of the enforcement of, nor on account of the failure to enforce these restrictions.

- 1(a) These Protective and Restrictive Covenants shall apply to the following lots in Whispering Hills Section II and Section III.

Block Numbered Seven (7)

Lots 5,7,8,9,10,11,12,13,14,15,16,19,30,31,33,34,35,36,37,38,39 and 40.

Block Numbered Eight (8)

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,26,27,28,29,30,31, 32, 33 and 34.

Block Numbered Nine (9)

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19 and 20.

Block Numbered Ten (10)

Lots 1,2,5,6,7,8,9,10,11,12,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,36,37 and 38.

1(b). These Protective and Restrictive Covenants shall apply to the following lots in Whispering Hills Section II and Section III, according to the addendum filed on September 19,2001, Volume No. 126, Page No.001, in the Camp County Clerk's Office, Camp County Texas.

Block Numbered Eleven (11)

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21 and 22

Block Numbered Twelve (12)

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21 and 22

Block Numbered Thirteen (13)

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30 31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55,56,57,58, 59,60,61,62,63,64,65,66,67,68,69,70,71,72,73,74,75 and 76.

2. Subject to the provision of numbered hereunder, all lots are restricted to use for single family purposes only with only one camper unit to be used on any one lot.

3. No improvements shall be placed or maintained on any lot covered and affected by these Protective and Restrictive Covenants unless the owner thereof has obtained approval in writing in advance by the Architectural Control Committee. Among the improvements which may be pre approved by the Architectural Control Committee in writing are the following.

- (a) Concrete Pad
- (b) Picnic Table
- (c) Outdoor Lighting

- (d) Boat Dock (maintenance schedule must be approved)
- (e) Fishing Pier
- (f) Storage Building
- (g) Dwelling or Permanent Residence

3(a). The only exception to paragraph (3) are items listed in the Texas Property Code, Title 11, Chapter 202, Sec. 202.007 (a) (1) (2) (3) (4), Sec. 202.009 (a) (1) (2), Sec. 202.012 (1) (2) (3), Sec. 202.018 (a), Sec.201.019 (b).

4. No fences shall be built on any camper lot.

5. No permanent structure may be built on any camper lot; however, a permanent residence may be constructed on certain designated lots in **Section II and Section III** provided the following:

- (a) Owner has purchased a combination of contiguous lots totaling four tenths (0.04) acre or more.
- (b) Construction plans and building placement plans have been submitted in writing and owner has written approval of the Architectural Control Committee.
- (c) Exterior walls of residence or any other structure shall not be composed of materials other than brick, stone or wood, provided, however, exceptions to this particular requirement may be made on an individual basis by the Architectural Control Committee.
- (d) All outbuildings, storage buildings or other buildings located on any lot in Whispering Hills Estates **Section II and Section III** shall be constructed from the same materials which comprise the residence located on said lot.
- (e) Any construction begun on any structure must be complete on the exterior within 180 days from the date of commencement.

6. No travel trailer, camper, or structure shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot line" and "rear lot line", respectfully, as used in the paragraph in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single site, shall therefore mean, respectfully each and/or either of the two outermost side lot lines and the rear lot lines furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No travel trailer, camper or structure shall be located nearer to the front lot line than twenty (20) feet. In order to secure the most effective usage of space for all camper lots, the Architectural Committee reserves the right to require certain placement of campers on camper lots when and where the situation merits, in the sole judgment of the Architectural Committee.

7. No animals or birds, other than household pets shall be kept on any lot. Pets may not be left unattended. Dogs must be restrained and/or leashed and refrained from barking. No noisy, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Camping trailers, fifth wheel trailers, mini-motor homes, travel trailers and motor homes, (one per lot only) shall be in good appearance and in good repair and commercially manufactured, and subject to the approval of the Architectural Control Committee. (No converted buses are permitted.) Tents, pick-up campers, van conversions and similar types of temporary camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Tents shall be free of litter, rubbish, trash and other debris. No unsanitary conditions shall be allowed to exist on any lot.

9. Easements are reserved along and within five (5) feet of the rear lines, front lines, and side lines of all lots in this subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut 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 said premises to employees of said utilities.

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 portions of said lots not within the easements as long as such lines do not hinder the construction of permitted buildings on any lots in Whispering Hills Section II **and Section III**.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, water wells, sewage treatment plants and related plumbing, storage, operation and maintenance facilities and the like, and, in the event of any such usage numbered paragraphs 2, 3,4,5,8, and 9 shall not apply.

10. No outside toilet or privy shall be erected or maintained on any lot hereunder. Any method of sewage storage utilized on any lot in Whispering Hills Section II and **Section III** must comply with applicable law. Not more than one property may be served by a single water connection, meeting the aforesaid requirements. **NO WATER WELL SHALL BE PERMITTED ON ANY LOT HEREUNDER WITHOUT THE PERMISSION OF THE ARCHITECTURAL CONTROL COMMITTEE.**

11. Maintenance fees and collection fees will be established in the Bylaws of HVPOA and the HVPOA can utilize any legal remedy in their collection. (July12, 2010 Court Order, District Court, Camp County Texas. (Cause No. CV-09-1162)

12. Upon purchase of property, new owner agrees to keep said property free from litter, grass, weeds or any plants cultivated to grow to a height greater than twelve (12) inches on an average, or to grow in rank profusion upon such property.

All trash shall be neatly stored in standard commercial garbage cans (plastic or metal) with locking lids sufficient to contain trash in the event they are overturned. Each owner shall prevent the encroachment of underbrush. No lot or any portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials, and all lots shall be kept clean and free from any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove such items or correct such violations at the expense of the offending party.

13. 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 the undersigned, his heirs and assigns.

14. No hunting or discharge of firearms shall be permitted on any lot or in any part of the subdivision.

14(a). Off-road recreational vehicles such as dirt bikes, ATV 3 and 4 wheelers, go carts etc. shall not be operated on the subdivision premises.

15. 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) permit to be violated any restriction or provision herein, it shall be lawful for the undersigned, his heirs and assigns, and or any person or entity, as defined hereinafter, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or permitting to be violated any restrictions or provisions herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as is used in the preceding sentence hereof shall include, but shall not be limited to, all owners and purchasers of any real property described in paragraph 1(a).

16. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall **not** affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

17. The use of the Park Area designated on the plat of subdivision is strictly limited to owners of lots in Section I, Section II, **Section III** and their guests.

18. Rental Units in the Park Area may be reserved by owners of lots in the Subdivision for their guests. Reservations of the Rental Units shall be made at least two (2) weeks in advance. Rental Units at the Park may be reserved for a maximum of one (1) week (7 days). Such reservations may be extended by a member of the Architectural Control

Committee or its designee provided, however, any such extended reservations shall be in writing. It may be determined that a daily usage fee is necessary to defray the cost of utility usage. At such time as hook-up fees become applicable, said fees will be posted at Park. Said fees will be collected (in advance of hookup) by a future designated representative.

19. The Pavilion or community service building, bath house, or any future facility situated within the Subdivision is solely for the use of owners of lots in Section I, Section II, **Section III** and their guests. Such usage shall be subject to such additional rules as may be posted on the site. The usage shall be free of charge, provided, however, a clean-up deposit may be required. The Pavilion or community service center must be reserved at least thirty (30) days in advance.

20. It is specifically provided that the use of the fishing pier is restricted solely to owners of lots in Section I, Section II, **Section III** and their guests.

21. Temporary boat tie-ups within the Subdivision are provided for the benefit of owners and their guests. Such boat tie-ups shall be used for no more than two (2) consecutive nights. Such usage shall be at the user's risk. The owners of Whispering Hills Estates Section I, Section II and **Section III**, their agents and employees assume no liability whatsoever for such usage.

22. Delete from Covenant and incorporate select parts into by-laws.

23.. These Protective and Restrictive Covenants shall be considered as an amendment to the existing covenants affecting the Subdivision and, insofar as the lots and area to which they apply (as herein designated), they shall be considered to replace any covenants previously filed of records.

24. No lot(s) shall be subdivided or replated without the consent of the Architectural Control Committee.

25. Delete

26. The owners of property located in Whispering Hills Estates Section II and **Section III**, whose property does not fall under these Protective and Restrictive Covenants have the option of electing, by recordable written instrument, to be included in said Protective and Restrictive Covenants.

27. Hidden Village Property Owners Association Board of Directors, designated committee (appointed by HVPOA Directors) and/or any member for whom is bound by these Protective and Restrictive Covenant, shall have the right to enforce all curable and uncurable violations herein, in accordance with the Texas Property Owners Protection Act, Title 11, Chapter 209, Section 209.006.

28. A violation is considered "uncurable" if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action, as defined by the Texas Property Owners Protection Act, Title 11, Chapter 209, Section 209.006(g).

29. All other violations are considered "curable" and will be enforced, in accordance with the Texas Property Owners Protection Act, Title 11, Chapter 209, Section 209.006, as follows:

(1) A written notice shall be mailed, via certified mail;

(a) describing the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner.

(b) Entitle the owner a reasonable period to cure and avoid the fine or suspension if the violation is of curable nature and does not pose a threat to public health and safety.

(c) Entitle the owner to request a "209 Hearing", with the Board of Directors, on or before the 30th day after the notice was mailed to the owner.

(d) Inform the owner they may have special rights or relief related to the enforcement action under Federal Law, including the Service members Civil Relief Act, if the owner is serving on the active military duty.

(e) the only exception to (b) and (c) is if an owner has been previously given notice and the opportunity to exercise any rights available under Section 209.006 (of the Texas Property Owners Protection Act), in the preceding six months.

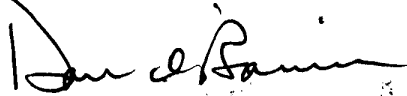
(2) If the owner cures the violation before the expiration of the period for cure, a fine shall not be assessed.

30. These Protective and Restrictive Covenants shall be amended in whole or in part by written instrument placed of record, voting by membership and approval of at least sixty seven (67) percent of membership, as required by Texas Property Code Chapter 209, Title 11, Section 209.0041 (a). Amended document(s) shall become enforceable the date of filing document(s) with the Camp County Clerk, Camp County Texas.

**FIFTH AMENDED
PROTECTIVE AND RESTRICTIVE COVENANTS
WHISPERING HILLS SECTION II AND SECTION III
HIDDEN VILLAGE
CAMP COUNTY, TEXAS**

EXECUTED THIS 30th DAY OF December 2016

HIDDEN VILLAGE PROPERTY OWNERS ASSOCIATION, INC.



Dan O'Banion, President



Larry Jenkins, Vice President



David Thurman, Director



Gary LaPoint, Director



Phil Hanna, Director

THE STATE OF TEXAS)

COUNTY OF CAMP)

This instrument was acknowledged before me on December 30th 2016, by Dan O'Banion, President/Director of Hidden Village Property Owners Association, Inc., a Texas corporation, on behalf of said corporation.



**NOTARY PUBLIC in and for
The State of Texas**

**AFTER RECORDING RETURN TO:
HVPOA
362 P.R. 52436
Pittsburg, Texas 75686**



(9)

409
110

53,094

FILED FOR RECORD
at 9:40 o'clock A. m

FEB 3 2017

ELAINE YOUNG
County Clerk, Camp County, Texas
By Deputy

44.00

THE STATE OF TEXAS I, ELAINE YOUNG, COUNTY CLERK, CAMP COUNTY, TEXAS
COUNTY OF CAMP do hereby certify that the foregoing instrument of writing with its
Certificate of authentication was filed for record in my office on the 3rd day of February A.D. 2017
at 9:40 o'clock A. M. and duly recorded on the 3rd day of February A.D. 2017
File no. 53,094 Vol. 409 Page 110 of Official Public Record of said county.
Witness my hand and seal of office Pittsburg, Texas the day and year last above written.

By: Sandra Knight ELAINE YOUNG, COUNTY CLERK
SANDRA KNIGHT DEPUTY