

ARTICLE II.

CONSTRUCTION REQUIREMENTS

Section 1. Placement of Structures on Lots and Side Yards. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established. No building or other structure may be constructed, placed or maintained nearer to any Lot line than such setback lines. Setbacks for all Lots shall be as follows: fifty feet (50') from any front Lot line, fifteen feet (15') from any side lot line, and twenty-five feet (25') from any rear Lot line. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. In no event may any structure be

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constructed or maintained upon any utility or other easement.

The ACC shall have the right to grant variances to the setbacks established in this Section I to accommodate the topography and trees on a Lot or the architectural design of the proposed improvements.

Section 2. Size and Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed forty feet (40') in average height (measured from the top of the foundation to the topmost part of the roof), nor be more than two and one-half (2-1/2) stories in height without the written consent of the Architectural Control Committee; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times.

Each single story or one and one-half (1 1/2) story building or structure shall contain not less than 2,000 contiguous square feet of living area, and each two story or two and one-half (2 1/2) story building or structure shall contain not less than 2,400 contiguous square feet of living area, such areas to be exclusive of open or screened porches, terraces, patios, driveways, garages, carports, and living quarters for domestic servants separated or detached from the primary living area.

Section 3. Masonry. The exterior walls of the first floor of each main residence building constructed on any Lot shall be at least seventy-five percent (75%) by area composed of masonry or masonry veneer. Said percentage shall apply to the aggregate area of all said lower story walls. In determining compliance with this section window and door openings surrounded by masonry material shall be considered masonry and window and door openings surrounded by non-masonry materials shall be considered non-masonry. The exterior of all chimneys shall be one hundred percent (100%) masonry if located on the front or side of a house or otherwise visible from the street and such masonry shall be of a type and color matching the primary masonry on the exterior walls of the residence. The Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other material commonly referred to in Comal County, Texas as masonry but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed. "Hardy Board" is permitted but cannot be counted towards the masonry requirement.

Notwithstanding the requirements of this Section, and in addition to variance power granted to the Architectural Control Committee hereinafter, the Committee is empowered to waive one or more requirements of this Section if in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and, in the opinion of the Committee, the resulting structure or appearance will not detract from the general appearance of the neighborhood.

Section 4. Siding. Subject to the limitations imposed by Section 3, above, wood siding may be used. All other siding materials, and all siding colors, must be approved by the Committee.

Section 5. Roofing. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be of architectural dimensional shingles (with minimum twenty five year warranty) of a color and type approved by the ACC; slate, stone, concrete tile, clay tile, or other tile of a

ceramic nature; or they may be metal, left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams. Wood shingles or wood shake are not permitted. The Architectural Control Committee shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. No flat roofs are permitted.

The Architectural Control Committee shall establish roofing criteria which are directed to (a) generally improve the quality of materials used; (b) encourage the use of colors which are harmonious with other structures in the Subdivision; and (c) establish minimum pitch requirements.

Section 6. Exterior Colors and Materials. The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the Architectural Control Committee. A sample of the masonry, roofing, material, paint colors and any additional exterior materials shall be submitted to the ACC for review prior to its application. Any changes to exterior material or color shall be submitted to the ACC for review and approval.

Section 7. Windows and Glass. Windows shall be wood or factory or job finished painted metal windows in a color approved by the Architectural Control Committee. The design of windows may be double or single hung, casements or projecting, except that, as necessary, sliding windows may be single pane. No reflective glass is permitted.

Section 8. Guttering. Guttering shall not be required but all dwellings with guttering must be guttered with downspouts being situated so as to minimize adverse drainage consequences for adjoining Lots.

Section 9. Garages. A garage able to accommodate at least two (2) automobiles must be constructed and maintained as such for each residence. Garages will be allowed as builder's sales offices but must be reverted to use as a garage upon the conveyance or occupancy of home by a resident. No garage shall be permanently enclosed for conversion to any other use, unless an additional two (2) car garage is built on the Lot in conformity with the Declaration. No garage shall open to the street, except on corner Lots. In the case of a corner Lot, the garage can face the side street so long as the garage opening is at least fifty feet (50') from the side property line.

Section 10. Fences. No chain-link fences may be built or maintained on any Lot, except in connection with tennis courts, provided such fence is vinyl clad, is properly landscaped, and is reasonably screened from public view, or a rear yard dog run so located or screened as to not be visible from any street. All fences must be approved in writing by the Architectural Control Committee.

New perimeter fencing along Lot lines and fencing along the front setback lines, if constructed, shall consist only of the following kinds of ranch fencing:

- (a) **Posts.** Cedar posts shall be placed 10'-12' on center (min. 3"-4" diameter for in-line posts and 6"-7" diameter for corners and H-braces) with cedar stakes or metal tee stakes (color to be approved by the Architectural Control Committee) between each post. Cedar posts may be stripped of bark. Painted iron pipe may be used in lieu of wood posts. In-line pipe shall be a minimum of 2 3/8" in diameter, and corners and H-braces shall be a minimum diameter of 2 7/8". Wolmanized pine or other wood posts are permissible.

Iron pipe shall be placed at a maximum of 200' (100' is recommended) provided there are no corners, or any changes in direction, and must have metal tee stakes or cedar posts placed 10'-12' on center. In general, H-braces should be placed at all changes in direction and at all ends.

- (b) **Wire.** Wire shall be standard 47" Sheep and Goat galvanized wire fencing (12.5 gage or better). The overall height of the fence shall not exceed 56". The wire fencing shall be tied at a height of 48", and may be topped with one strand (2" to 6" above fencing, for a total fencing height not exceeding 56") of smooth wire. Non-climb wire (12.5 ga. wire or better) 48" in height, 2 X 4, 12.5 ga. welded wire 48" in height, or 48" 8 ga. welded wire panels, may be used in lieu of the Sheep and Goat wire fencing. No barbed wire fencing may be used.

Also, five strands of smooth wire may take the place of the fencing. This kind of fencing will also allow for the easier passage of fawns and other small wildlife within the Properties.

No "deer proof" perimeter fencing or any fencing above the height of 56" shall be permitted which would restrict the movement and habitat of wildlife presently existing on the Properties.

Free standing site walls, bollards, planters or gate posts may be allowed at the driveway entrance, as long as the improvements are a minimum of twenty-five (25') feet from the roadway right-of-way. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway, and no driveway entrance feature shall exceed eight (8') feet in height and fifty (50') feet in width along the street [twenty-five (25') from either side of the centerline of the driveway].

All fences or walls located on Lots are to be maintained at the expense the Owner of the Lot.

Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Each Owner shall maintain all fencing placed on his Lot in a neat appearance and in a usable condition including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position.

Owners are allowed to install fences across drainage easements provided such fences are installed

and maintained in such a manner as to not interfere with the proper drainage within and across such easements. Openings of sufficient size to permit the free flow of water across such drainage easements must be provided for any such fences.

Section 11. Driveways. All driveways shall be of a hard surfaced material, finish, and composition for the first 100 feet of driveway extending from the main road running in front of the Lots as expressly approved by the Committee. These may include, but are not necessarily limited to, stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick, and asphalt. Except with approval of the Committee, no circular driveway shall be more than twenty feet (20') in width. All driveway entrances shall be at least twelve feet (12') in width. Driveway locations shall be only as approved by the Committee. All other concrete or exterior hard composition surfaces shall be of a finish and color approved by the Committee. Loose gravel driveways are prohibited. No more than one curb cut per lot shall be permitted without approval of the Committee. Builders and contractors are required to clean streets immediately after aggregate finished driveways have been washed.

It is the responsibility of each Lot Owner to take into consideration the sizing of drain pipes in all bar ditches adjacent to the street to facilitate drainage after the transversion of the ditches with a driveway. It is recommended that a civil engineer be consulted as each Owner will be responsible for the repair and/or replacement of all damaged property which results from any improper drainage on such Owner's Lot. Culvert headwalls must be concreted on both sides of the driveway.

Section 12. Sewage Disposal Systems ; Water Wells Prohibited. Sanitary control easements are established on the Subdivision Plat and Owners shall comply therewith. Additionally, installation of all septic tanks and systems and other sewage disposal systems on the Lots shall be in accordance with the requirements of Comal County and its Regulations For On-Site Sewage Facilities and pursuant to all required inspections. The Architectural Control Committee is authorized to make setback waivers and adjustments it deems necessary in connection with the authorized location of any sewage disposal system or equipment. Owners are advised that some Lots will require an authorized sewage disposal system other than a septic tank system, such as aerobic treatment system, an evapotranspiration unit, or a pressure dosing system. All Owners are required to determine which sewage disposal systems may be used on their Lots.

No outside toilets shall be used, constructed or permitted, except for portapotties used during construction. No installation of any kind for disposal of sewerage shall be constructed or maintained which would result in untreated sewerage or septic tank drainage being drained onto or into the surface of any part of the Subdivision, or onto or into any body of water located in the Subdivision. No means of sewerage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewerage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewerage disposal facilities complying with this paragraph have been completely finished. The Committee shall have the right, but not the obligation, to specify the location, orientation and drainage field of any such means of sanitary sewerage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. This Section 12 is not meant to prohibit any "gray water" systems which are approved by the Architectural Control Committee and all applicable governmental authorities.

The ACC is not responsible for, and will not review or approve, the design or placement of any septic system. Each Owner must have his septic tank and system properly engineered and obtain review and approval from Comal County or other applicable authorities.

Water is supplied to the subdivision through a water service company licensed by the State of Texas. A hook-up fee will be payable by a property owner for the initial hook up to this system.

No water wells are permitted within the Subdivision. Existing water wells may be utilized by a property owner for irrigation only.

Section 13. Landscaping

All areas disturbed by construction activities shall be cleaned and vegetated with native materials at a minimum. Decorative ground cover rock in the front and side yards may not exceed twenty (20%) percent of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in a natural state depending upon their appearance. All air conditioning units or other outdoor equipment shall be located where not in view of any street or fully screened by landscaping or fencing so as not to be in view of any street.

The Committee encourages the use of landscaping that requires minimal water use.

Section 14. Exterior Lighting. No light fixture or lantern of any type shall be placed on any Lot if the same is visible from any other portion of the Properties or any streets, of any Lot until the same has been approved by the Committee.

Section 15. Burglar and Fire Alarms. Each residence constructed on a Lot within the Subdivision shall be pre-wired for a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect.

Section 16. Construction Period Sanitation. During the period of construction, it is the responsibility of each Owner to provide a dumpster for use by his or her contractor and a portapotty for use by construction workers.

ARTICLE III.  
RESTRICTIONS ON USE

Section 1. Residential Only. The Properties shall be used only for the development of private single-family residences, and Common Facilities serving the Owners and residents thereof.

Section 2. Permitted Use. All land included within the Properties shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage for not less than two (2) automobiles or as part of the Common Facilities; provided, however, that only one such private single-family residence may be constructed, or otherwise placed upon, any one Lot. The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties and no others. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or allow domestic servants to be domiciled with an Owner or resident.

Section 3. Athletic Facilities. Tennis court lighting and fencing shall require the prior written approval of the Architectural Control Committee and any Owner desiring to install the same shall submit design and site plans, landscaping plans, and lighting specifications. Landscaping and fencing requirements may be set by the Committee for the purpose of screening courts in an aesthetically pleasing manner. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be located on any Lot closer than eighty feet (80') from the front property line or closer than forty feet (40') to the side property line. The ACC will have the right to regulate the appearance and placement of all sporting apparatus including basketball goals. All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

Section 4. Outbuilding and Exterior Modifications. Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the written approval of the Committee.

Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the Committee for approval.

Section 5. Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool which, at a minimum, satisfies the City of San Antonio's Code and all other applicable governmental requirements. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements.

All plans for swimming pools, and all related fencing and construction, must be submitted to the ACC for review and approval prior to the start of construction. When swimming pool construction accompanies the initial construction of a residence, such plans (include clear site plans) shall accompany the submission of plans for the residence.

Above ground pools are not permitted.

Section 6. Radio and TV Antennae and Television Dishes. No radio or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed or retractable within the structure of the Living Unit and those attached to a residence shall not extend more than eight feet above the highest part of the roof of that dwelling and shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10') feet to the front wall line of the respective dwelling. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without being fully enclosed or fully screened from public view. Satellite or cable television dishes of eighteen inch (18") or smaller diameter are permitted if maintained where not visible from the street.

Section 7. Solar Panels and Systems. No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the Committee which shall have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street or other Lots.

Section 8. Signage. No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or improvements for sale or lease,

except as expressly permitted herein or by the Architectural Control Committee. Each model home may be advertised by one front yard sign not larger than four feet by eight feet (4' x 8'), which shall have been approved in advance by the Committee as to color and design. The Committee shall establish standardized sign criteria which permits the displaying of one sign per lot uniform in size, color and permitted location on the Lot, which such sign can be used to identify that an improved Lot (as later defined herein) is for sale or lease. The Committee specifically reserves the right to establish a separate set of sign standards and criteria for Unimproved Lots (as later defined herein) and to modify both such standards and criteria from time to time, but in no event shall any sign reference bankruptcy, distressed nature of sale, or foreclosure. Signs used by Declarant to advertise the Properties during the development, construction and sales period shall be permitted, irrespective of the foregoing, but subject to size, design, and other requirements of the Committee. In addition to the foregoing, political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election, and that the ACC shall have the right to regulate the number and size and type of political signs on Lots. All other signage is prohibited such as but not limited to, subcontractors, lenders, real estate companies, etc. All signs within the Properties shall be subject to the prior written approval of the ACC.

Section 9. Temporary Structures and Facilities. Except as expressly provided herein, no structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the Architectural Control Committee.

Notwithstanding the foregoing provisions, Declarant reserves unto itself and its assigns in writing the exclusive right to erect, place, and maintain such temporary facilities and signage in or upon any portions of the Properties as Declarant in its sole discretion may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Each Builder Member may not, however, utilize more than one mobile trailer or similar vehicle as such a temporary facility, may use such as a sales or construction office only in support of sales and construction activities within the Subdivision, and each such mobile trailer or similar vehicle shall be parked within a Lot owned by such Builder Member, the location of which shall have been approved in advance by Declarant. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities other than mobile trailers or similar vehicles as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary facilities for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties.

Section 10. Maintenance of Yards, Irrigation Systems, Etc. The Owners of all Lots shall keep grass and vegetation well mown and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die, and shall keep all yard areas in a sanitary, healthful, and attractive manner. Lots or portions of lots may be left in natural or native condition, but once a lot has been landscaped the Owner is responsible to maintain the lot condition and appearance as set forth herein.

Lawns, front and back, must be mowed at regular intervals, and fences must be repaired and



maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view from a street or Common Areas shall construct and maintain an inner fence or other improvements to adequately screen from view of streets and Common Areas any of the following: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. Trash, garbage or other waste materials shall be kept in a clean and sanitary condition.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mails, Declarant, or the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions of hereof or otherwise as provided by law.

Until a Living Unit is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of such Lot shall be obligated to reimburse Declarant for the cost of any such maintenance or removal upon demand. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions of hereof or otherwise as provided by law.

Each Owner shall provide and maintain safe and adequate drainage within and across his Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which diverts, impedes, backs up, or prevents the drainage and flow of, surface water on, over, or across such Lot.

Each Owner shall be responsible for the maintenance of the Lot upon closing and shall keep the Lot free of unusable building materials, debris, and rubbish during the construction period. Owner shall provide sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. Each owner shall require his contractor to provide a dumpster for construction debris during construction. It is the goal of the Declarant and the Association to cause the Subdivision to be maintained in a clean and respectable manner. If Owner reasonably violates this objective, it is Declarant's and/or the Association's option to initiate the cleanup or place facilities on the Lot necessary to maintain the referenced goal at the sole cost and expense of Owner, payable on demand, and secured by a lien on the Lot.

All Owners are advised to secure from the Texas Forest Service, local county agent, Texas Extension Forester at Texas A&M University, or elsewhere, information on oak wilt and other diseases which may

affect their trees and may spread to trees on other Lots. Each Owner is responsible for taking such action as may be necessary on his Lot to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always will spread from a diseased tree to its neighboring oaks, at a minimum, each Owner should:

- A. Destroy all infected oaks.
- B. Avoid unneeded pruning of trees, especially during the period February 1 -June 1, and immediately apply dressing to all wounds on oaks.
- C. Where oak wilt is detected, trench three feet deep in advance of infection front (100 feet is recommended) to stop the spread through connecting roots.
- D. Avoid infected oak firewood. As a precaution, Owners should not keep any oak firewood for more than one heating season and should cut firewood only in the summer.
- E. Use fungicide propiconazole to treat uninfected oaks when such Owner becomes aware of oak wilt nearby.

The foregoing information regarding oak wilt is provided to alert Owners, and neither Declarant or the Association shall be liable to any Owner in connection with the existence or spread of oak wilt on any Lot.

Section 11. Front Yards. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock or material other than dirt and vegetation except for such driveways and sidewalks as have been approved by the Architectural Control Committee. The "front yard area" shall be defined as that area of a Lot situated between the front Lot line and a line extending from the front of a residence to the side Lot lines.

Section 12. Mail Boxes. No mail boxes or similar receptacles shall be erected and maintained on a Lot, without the prior written approval of the Committee. Individual mail boxes, if constructed, shall be in conformity and harmony with the architectural design of the main residence building.

Section 13. Animals. No animals, livestock, swine, poultry, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for: (a) cats, dogs, or other generally recognized household pets, including Vietnamese pot belly pigs, of a reasonable number provided that they are not kept, or maintained for any commercial purposes; (b) horses, which may be kept on a Lot if it is 2.0 acres or more in size; and (c) an animal raised as part of a project for school, FFA, 4-H or a similar organization provided that the written approval of the ACC shall first be obtained. No more than a total of five adult animal of any kind per acre of a Lot may be kept on a Lot, except in the case of livestock, or swine where the limit is one adult animal per acre. If odors from swine are noticeable from another property, it is a per se violation of Section 26 below. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year of age or older.

All animals shall be kept in strict accordance with all applicable local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. In any event, every animal must be kept within the confines of the Lot or its Owner and no animal shall be allowed to run at large within the

Subdivision. Notwithstanding any other provision hereof, no animal may be kept on a Lot which is offensive to the reasonable sensibilities of other Lot owners by virtue of appearance, odor or noise. Each Owner agrees that he shall be financially responsible for all harm or damage done to others, or to the property of others, including that of the Association, by any animal maintained on his Lot.

Section 14. Utility Easements. Easements for installation and maintenance of utilities, cable television, and drainage facilities have been reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility or private company is responsible. Neither Declarant, the Committee, the Association, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, grass, streets, flowers, trees, landscape or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations, or by the Association, or by custom and practice of such utility company.

Section 15. Drainage Easements. Easements for drainage throughout the Subdivision are identified and reserved as shown on the Subdivision Plat. No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

(1) Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or

(2) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or

(3) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or

(4) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Section shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Declaration shall in no way affect any other recorded easement in the Subdivision.