

ARTICLE VII.  
ARCHITECTURAL REVIEW

Section 1. Purpose, and Architectural Control during Specified Periods. This Declaration creates rights to regulate the design, use and appearance of the Lots in order to preserve and enhance the value of the Property. During the Development Period, the Declarant reserves the right of architectural control.

(a) Architectural Control During Development Period. During the Development Period, neither the Association, the Board, nor any committee appointed by the Board may involve itself with the approval of Dwelling Units or Improvements on Lots. During the Development Period, the Declarant shall be the sole member of the Architectural Review Committee ("ARC"); or, the Declarant may delegate such duties as provided below and in Article X. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period, no Improvements will be commenced on an Owner's Lot without the prior written approval of the ARC, which approval may be granted or withheld at ARC's sole discretion. The rights of Declarant as ARC shall be assignable during the Development Period to any person or entity, provided that such assignment will be in a written instrument to be filed in the Official Public Records of Tom Green County, Texas. Any delegation by Declarant of its rights under this Declaration is subject to the unilateral right of the Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated.

(b) Architectural Control by Association. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through the ARC, will assume jurisdiction over architectural control. The ARC will consist of at least Three (3) but not more than Five (5) persons appointed by the Board, pursuant to the Bylaws. Members of the ARC will serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ARC, in which case all references in the Governing Documents to the ARC are construed to mean the Board. Members of the ARC need not be Owners or Residents and may but need not be architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

Section 2. ARC Jurisdiction. No building, Structure, fence, wall, Dwelling Unit, or Improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications (the "Plans") have been submitted to and approved in writing by the ARC (or the Declarant during the Development Period), or a majority of its members, as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and proper facing of main elevation with respect to nearby streets, all in accordance with this Declaration and/or the Design Guidelines and/or bulletins;

(b) minimum finished floor elevation and proposed footprint of the dwelling;

(c) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping, and the treatment of all surfaces, walls and components which are shared with adjoining Dwelling Units;

(d) drainage solutions;

(e) the observance of and compliance with applicable setback lines and easement areas;

(f) the proposed Homebuilder, taking into account the proposed Homebuilder's willingness to building accordance with the plans and specifications, quality of past work, client satisfaction and financial

history; and

(g) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within the Design Guidelines, bulletins promulgated by the ARC, or matters in which the ARC has been vested with the authority to render a final interpretation and decision.

The Plans to be submitted to the ARC will include: (i) a site plan showing the location, description of materials and architectural treatment of all walks, driveways, fences, walls, the Dwelling Unit and any other Structures and Improvements; (ii) floor plan showing the exact window and door locations, exterior wall treatment and materials, the treatment of party walls and all other Shared Improvements, and the total square feet of air conditioned living area; (iii) exterior elevations of all sides of any Structure must be included, the type of roofing materials must be indicated, and the type, use and color of exterior wall materials must be clearly indicated throughout; (iv) front, rear, and side elevations must show all ornamental and decorative details; (v) specifications of materials may be attached separately to the plans or written on the plans themselves (plans will not be approved without specifications - specifications must include type, grade of all exterior materials, and color of all exposed materials); and (vi) landscaping plan.

The ARC is permitted to consider technological advances and changes in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the ARC.

The ARC may require as a condition precedent to any approval of the Plans, that the applicant obtain and produce an appropriate building permit. The ARC is also authorized to coordinate with the County of Tom Green in connection with the applicant's observance and compliance of the construction standards set forth in this Declaration, the Design Guidelines, and any bulletins or lot information sheets promulgated thereunder. However, the mere fact that the County of Tom Green issues a building permit with respect to a proposed structure does not automatically mean that the ARC is obliged to unconditionally approve the Plans. Similarly, the ARC's approval of any Plans does not mean that all applicable building requirements of the County of Tom Green have been satisfied.

Section 3. Design Guidelines. The ARC may, from time to time, publish and promulgate additional or revised Design Guidelines, and such Design Guidelines shall be explanatory and illustrative of the general intent of the proposed development of the Properties and are intended as a guide to assist the ARC in reviewing plans and specifications.

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PRIOR TO ACQUIRING ANY INTEREST IN A LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE AND OWNER OF ANY LOT IN THE PROPERTY IS STRONGLY ENCOURAGED TO CONTACT THE DECLARANT OR ASSOCIATION OR THE ARC TO OBTAIN AND REVIEW THE MOST RECENT DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION AND USE OF THE LOT.

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Section 4. Plan Submission and Approval. Within fourteen (fourteen) business days ("business days" being days other than Saturday, Sunday or legal holidays) following its receipt of the Plans, the ARC shall advise the submitting Owner whether or not the Plans are approved. If the ARC shall fail to approve or disapprove the Plans in writing within said ten-day period, it shall be presumed that the ARC has disapproved the Plans. Plans shall not be deemed to have been received by the ARC until the Plans are received and a written receipt is signed by the ARC (during the Development Period, when the Declarant is serving as the ARC, the written receipt must be signed by Declarant or its authorized representative or agent). If the Plans are not

sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove certain portions of the same, whether conditionally or unconditionally. The ARC shall not approve any Plans unless it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding Lots, that the appearance of any structures affected thereby will be in harmony with surrounding Structures, and that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the WINDSOR ESTATES. The ARC may adopt rules or guidelines setting forth procedures for the submission of Plans and may require a reasonable fee to accompany each application for approval in order to defray the costs of having the Plans reviewed. In addition to the Plans described in Article VII, Section 2 of this Declaration, the ARC may require such details in Plans submitted for its review as it deems proper. Until receipt by the ARC of the Plans and any other information or materials requested by the ARC, the ARC shall not be deemed to have received such Plans or be obligated to review the same.

Section 5.      Liability. Neither Declarant, nor the ARC nor the officers, directors, managers, members, employees and agents of any of them, shall be liable in damages to anyone submitting Plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans or specifications. No approval of Plans and specifications and no publication of any Design Guidelines, architectural bulletins or lot information sheets shall be construed as representing or implying that such Plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed Improvements and/or Improvements built in a good and workmanlike manner. Every person or entity who submits Plans or specifications, and every Owner of each and every Lot, agrees that he or she will not bring any action or suit against Declarant, the ARC, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. **The Declarant and the ARC has sole discretion with respect to taste, design, and all standards specified by this Declaration and any Design Guidelines. The Declarant and the ARC (and each of its officers, directors, managers, members and employees) has no liability for decisions made in good faith, and which are not arbitrary and capricious.**

Section 6.      No Waiver. No approval by the ARC of any Plans for any work done or proposed to be done shall be deemed to constitute a waiver of any rights on the part of the ARC to withhold approval or consent to any similar Plans which subsequently are submitted to the ARC for approval or consent.

Section 7.      Construction. Upon approval of the Plans by the ARC, the Owner submitting such Plans for approval promptly shall commence construction of all Improvements and Structures described therein and shall cause the same to be completed in compliance in all material respects with the approved Plans, and in compliance with these Covenants. If an Owner shall vary materially from the approved Plans in the construction of any Improvements and Structures, the ARC shall have the right to order such Owner to cease construction and to correct such variance so that the Improvement will conform in all material respects to the Plan as approved. If an Owner shall refuse to abide by the ARC's request, the ARC shall have the right to take appropriate action to restrain and enjoin any further construction on a Lot that is not in accordance with approved Plans. The ARC shall have the right, but not the obligation, to inspect the Improvements during construction to insure compliance with the Plans and compliance with County of Tom Green code requirements. During the Development Period, the Declarant shall have all of the rights granted herein to the ARC.

Section 8.      Variances. The ARC may authorize variances from compliance with any of the

provisions of this Declaration relating to construction of Improvements and Structures on a Lot, including but not limited to restrictions upon height, size, floor area, exterior walls, roofing design and materials, replacement of Structures when deemed appropriate in the sole discretion of the ARC. Additional considerations of the ARC in deciding whether to grant a variance include circumstances such as governmental code changes, topography, natural obstructions, hardship, aesthetic or environmental considerations. Such variances must be evidenced in writing, and shall become effective upon their execution. Such variances may be recorded. The granting of a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Lot.

Section 9. Approved Homebuilders. Declarant intends for the Lots to be built out in accordance with the then-highest prevailing standards for residential construction. Pursuant to Declarant's purpose to preserve and enhance the value of the Lots, no Homebuilder other than those who are approved Homebuilders by the ARC shall be permitted to construct any new Dwelling Unit within the Lots. The ARC, in ARC's sole and absolute discretion, shall approve or disapprove any Homebuilder seeking to become an approved Homebuilder based upon a number of factors, including but not limited to the applying Homebuilder's willingness to build in accordance with approved plans and specifications, quality of past work, past client satisfaction and financial history. Homebuilders seeking to be approved to construct within the Lots shall submit an application to the ARC including information sufficient for ARC to determine whether to approve Homebuilder. The ARC shall advise the applying Homebuilder within ten (10) business days ("business days" being days other than Saturday, Sunday or legal holidays) following receipt of application whether or not the Homebuilder is approved to construct a Dwelling Unit within the Lots. If the ARC shall fail to approve or disapprove the applying Homebuilder within said 10-day period, it shall be presumed that the ARC has disapproved the Homebuilder. Unless a prior approval of a Homebuilder has been revoked by the ARC, any approved Homebuilder need not seek prior approval for construction of additional Dwelling Units within the Lots.

**While the ARC will approve Homebuilders based on past performance in construction and customer satisfaction, the ARC makes no warranty or guarantee, in any respect, to any work to be completed by any approved Homebuilder. All Owners are encouraged to perform their own evaluation of the qualifications of Homebuilders and select their Homebuilder based solely upon their own independent evaluation.**

#### ARTICLE VIII. USE OF LOTS IN THE PROPERTY; PROTECTIVE COVENANTS

The Property (and each Lot situated therein) shall be constructed, developed, occupied and used in accordance with the covenants, conditions and restrictions contained in this Article VIII.

As used in this Article VIII, the following words shall be deemed to have the following meanings:

- (i) "rear yard" shall mean that portion of a Lot existing from the rear of the Dwelling Unit located thereon to the rear property line, and from side property line to side property line;
- (ii) "front yard" shall mean that portion of a Lot existing from the front of the Dwelling Unit located thereon to the front property line, and from side property line to side property line; and
- (iii) "side yard" shall mean that portion of a Lot existing between the front and rear of the Dwelling Unit located thereon, and from the side of such Dwelling Unit to the side property line.

Section 1. Residential Use of Lots. All Lots within the Property shall be used, known and described as residential Lots unless otherwise indicated on the plat. Lots shall not be further subdivided and except for the

powers and privileges herein reserved by the Declarant, the boundaries between Lots shall not be relocated without the prior express written consent of the ARC. No building or Structures shall be erected, altered, placed or permitted to remain on any residential Lot other than one (1) single-family Dwelling Unit, subject to those buildings, structures or improvements specifically allowed hereinbelow. No Dwelling Unit, garage or other Structure appurtenant thereto, shall be moved upon any Lot from another location. No building or Structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted or maintained on such premises, or any part thereof, save and except those related to development, construction and sales purposes of a Homebuilder or the Declarant. No Owner or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any Dwelling Unit or Accessory Building which would: (i) attract automobile, vehicular or pedestrian traffic to the Lot; (ii) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Property. A Resident may use a Dwelling Unit for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (i) the uses are incidental to the primary use of the Dwelling Unit as residence; (ii) the uses conform to Applicable Law; (iii) there is no visible evidence of the business; and (iv) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street and the uses do not interfere with the residential use and enjoyment of neighboring Lots by other Owners and Residents. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the County of Tom Green, Texas or any other governmental authority having jurisdiction over the Property or any other Applicable Law. In addition to the residential use restriction described above, the Lots are subject to the following additional use restrictions:

(a) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance, danger, or nuisance to the neighborhood. No firearm shall be discharged upon any Lot, on any road, or at any time for any manner whatsoever.

(b) Except as may be otherwise permitted herein, no Structure or Improvement of a temporary character, including, but not limited to, a trailer, recreational vehicle, mobile home, modular home, prefabricated home, manufactured home, tent, shack, barn or any other Structure or building (other than the Dwelling Unit to be built thereon) shall be placed on any Lot either temporarily or permanently. No Dwelling Unit, garage or other Structure appurtenant thereto, shall be moved upon any Lot from another location. However, the Declarant reserves the right to erect, place, maintain, and to permit Homebuilders to erect, place and maintain such facilities in and upon any Lot as in its discretion may be necessary or convenient during the period of or in connection with the improvement and/or sale of any Lots.

(c) No animals shall be permitted which are obnoxious, offensive, vicious or dangerous. Further, no swine, goats or fighting roosters, cows or horses shall be permitted on any Lot. Other than dogs, cats and other domestic animals which are kept as family pets, no other animals shall be kept on any Lot.

(d) No rubbish, trash, garbage, debris or other waste shall be dumped or allowed to remain on any Lot.

(e) No clothesline may be maintained on any Lot.

(f) Temporary Structures. Except as may be otherwise permitted in this Declaration, no Structure or Improvement of a temporary character, including, but not limited to, a trailer, mobile home, modular home, prefabricated home, manufactured home, tent, shack, barn or any other Structure or building (other than the Dwelling Unit to be built thereon) shall be placed on any Lot either temporarily or permanently, if visible from a street. However, a portable toilet or construction trailer is permitted on a Lot during construction of the

Dwelling Unit.

(g) Antennas, Towers, Vertical Structures, and Flagpoles. No antenna, tower, wind generator or other similar vertical structure shall be erected on any Lot for any purpose; however, a flagpole will be permitted where approved in writing by the ARC. No antenna or tower shall be affixed to the outside of any Dwelling Unit on any Lot without the prior written consent of the ARC. No satellite reception device or equipment used in the reception of satellite signals shall be allowed on any Lot or Structure unless approved in writing by the ARC and approval will be granted only where the devices are reasonably concealed from view of any street, public areas and neighboring Lots, and Structures. No satellite dishes will be permitted which are larger than one meter in diameter. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the Act.

(1) Flagpoles and Flags. Nothing within this Declaration shall prohibit an Owner from displaying (a) the flag of the United States of America; (b) the flag of the State of Texas; or (c) an official or replica flag of any branch of the United States armed forces. The flag of the United States shall be displayed in accordance with 4 U.S.C., Sections 5 through 10, and the flag of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code. The location and design of any proposed flagpole must be approved by the ARC, and no flagpole will be approved that is taller than twenty (20) feet above the ground. Further, no more than one (1) flagpole will be installed on a Lot at any one time; and, such flagpole, subject to applicable zoning ordinances, easements, and setbacks of record, must be located in the front yard on the Lot, or attached to the Dwelling Unit (but not any Shared Improvements), as approved by the ARC. All flags will be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole will be promptly repaired, replaced or removed. The size of each flag must be in proportion to the height of the pole from which it is displayed, and no flag shall be larger than three feet by five feet for a twenty-foot pole. The flagpole shall have an appropriate devise to abate noise from any external halyard. If the flagpole is illuminated, the illumination must be of intensity, wattage or lumen count that does not cause an annoyance to adjacent Lots or other Owners, and the ARC must first approve all such illumination. Except for the flags herein permitted, no other types of flags, pennants, banners, kites or similar types of displays are permitted on a Lot, if the display is visible from the street or an adjacent Lot.

(2) Wind Generators. Any wind generator or other devise designed to convert wind to usable wind energy may be installed and maintained on any Lot improved with a Dwelling Unit, only if such generator or devise is first approved by the ARC. The ARC will not approve any wind generator or similar devise unless the generator or devise: (a) is on a portion of a Lot, Dwelling Unit, or roof that is not street-facing; (b) is not clearly visible from a street or another Lot; (c) is not mounted on a pole; (d) is not taller than the highest point on the roof of the Dwelling Unit; and (e) is no larger in size than one yard (3 feet) in diameter.

(h) Signs. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than five (5) square feet advertising the property for sale, or a sign used by Declarant or a Homebuilder to advertise the building of Improvements on such property during the construction and sales period. In accordance with Applicable Law, an Owner may display one ground-mounted sign for each political candidate or ballot item for an election, provided that the sign shall be installed no earlier than ninety (90) days before the election and removed not later than ten (10) days after the election: and, no sign will be allowed or permitted that: (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) is attached in any way to plant material, a traffic control devise, a light, a trailer, a vehicle, or any other existing structure or object;

(iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) is larger than four feet by six feet; (vi) violates the law; (vii) contains language, graphics, or any display that would be offensive to the ordinary person; or (viii) is accompanied by music or sounds or by streamers or is otherwise distracting to motorists.

(i) Vehicles. All vehicles on the Properties, whether owned or operated by the Owners or Residents or their invitees, are subject to this Section.

(1) Compliance with Laws. Any ordinance of the County of Tom Green, Texas relating to vehicles and parking, and which may be applicable to the Properties, is incorporated herein by reference. Any vehicle on the Property that violates such an ordinance is deemed to also violate these use restrictions.

(2) Repairs and Storage. A driveway, street or unfenced portion of a Lot may not be used for repair, maintenance, restoration, or storage of vehicles, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

(3) Prohibited Vehicles. The following types of vehicles and vehicular equipment – mobile or otherwise – may not be kept, parked, or stored anywhere on a Lot or on the Property: travel trailer, camper trailer; pop-up or tent camper, house trailer, utility or cargo or stock trailer, mobile home, motor home, recreational vehicle, house car, boat, personal water craft, race car or car parts, snowmobile, dune buggy, inoperable passenger vehicle, vehicle that transports inflammatory or explosive cargo, junk vehicle, abandoned vehicle, and any vehicle which the ARC deems to be a nuisance, unsightly or inappropriate. This prohibition does not apply to (i) vehicles and equipment temporarily on the Property in connection with construction or maintenance of any Improvement on a Lot or on the Property, or (ii) recreational vehicles and boats that are temporarily parked on a driveway for the purpose or loading, unloading or cleaning, provided that under no circumstances may a recreational vehicle or boat be parked in driveway for more than 3 consecutive days. Prohibited Vehicles as described in this paragraph must be stored at a location other than the Lot or the Property.

It is expressly permitted that a recreational vehicles having a height of less than 7 feet, may be parked upon a concrete paved surface located in the rear yard of a Lot, subject to prior approval by the ARC.

(j) Solar Energy Devices. Solar Energy Devices shall be permitted on a Dwelling Unit only as approved by the ARC. During the Development Period, the Declarant reserves the right to prohibit all Solar Energy Devices. A “Solar Energy Device,” for purposes of the Governing Documents, is a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. All solar devices not meeting this definition are prohibited. The ARC will not approve, and an Owner may not install Solar Energy Devices that: (i) threaten the public health or safety; (ii) violate a law; (iii) are located in an area on the Owner’s Lot other than on the roof of the Dwelling Unit or in a fenced rear yard or patio in the rear yard owned and maintained by Owner on the Owner’s Lot; (iv) are installed in a manner that voids material warranties; (v) are installed without prior approval of the ARC; or (vi) substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities (the written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist). If a Solar Energy Device is mounted on the roof of a Dwelling Unit, it must: (i) extend no higher or beyond the roofline; (ii) be located only on the

back of the Dwelling Unit – being the side of the roof opposite the street (the ARC may grant a variance in accordance with this Declaration if an alternate location is substantially more efficient and/ or less visible); (iii) conform to the slope of the roof, and have all top edges parallel to the roofline; and (iv) not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone, commonly available in the marketplace. If the Solar Energy Device is located in a fenced rear yard or patio, it may not be taller than the fence line. Any solar shingles must be designed primarily to (i) be wind and hail resistant; (ii) provide heating/ cooling efficiencies greater than those provided by customary composite shingles; or provide solar generation capabilities. In addition, solar shingles, when installed, must (i) resemble the shingles used or otherwise authorized for use on Lots in the Property; (ii) be as durable and of equal or superior quality to the shingles used or otherwise authorized for use on Lots in the Property; and (iii) match the aesthetics of the Dwelling Units surrounding the Owner's Dwelling Unit, and in particular, the roofs of adjoining Dwelling Units.

(k) Rain Barrel or Rainwater Harvesting Systems. Rain barrel or rainwater harvesting systems shall be located only in the rear yard of the Lot and shall be screened from view of all streets and other Lots, as approved by the ARC. Exceptions may be approved by the ARC only if the rain barrel or rainwater harvesting system is compatible in color, style and materials with the architecture of the Dwelling Unit and only if the rain barrel or rainwater harvesting system is not visible from the street or other Lots.

Section 2. Minimum Floor Space. Each Dwelling Unit constructed on any Lot shall contain not less the minimum square footages identified below of air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling). No Structure will be in excess of two (2) stories. If the Dwelling Unit consists of more than one story or level then not less than seventy-five percent (75%) of the minimum floor space shall be ground floor space (first story), unless the ARC approves a different percentage in order to accommodate a particular Lot configuration or a special circumstance related to a particular Dwelling Unit.

Single Family Home Lots

Lots 1 – 113

2,200 square feet

Section 3. Garages; Parking. Each single-family Dwelling Unit erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the ARC. Garages shall be directly attached to the Dwelling Unit. Each Owner and Resident shall use their respective best efforts to park and store their automobiles within the garage. All garage doors shall be closed at all times when not in use. Any and all proposed garage plans and specifications must be submitted to the ARC for review and approval. Declarant has established a setback requirement for the garages in Section 5, below, and may adjust the requirements as necessary to accommodate the particular dimensions of each Lot and the requirements of any Applicable Law.

Under no circumstances or conditions shall any automobile, boat or other vehicle be parked on a non-paved portion of any Lot.

Section 4. Outbuilding. Each Lot shall be permitted to erect two outbuildings, subject to prior approval by the ARC. Said outbuilding shall not contain more square footage than that of the Dwelling Unit located thereupon. For purposes of calculating the permissible square footage of an outbuilding, the square footage of the Dwelling Unit shall be the air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling). Additionally, the overall height of the outbuilding shall not exceed the overall height of the Dwelling Unit. No outbuilding may be used as a dwelling and may not be leased to others for any purpose. The ARC may make additional requirements regarding the construction materials, design, colors and location of the outbuilding, in order to maintain and ensure the harmonious nature of the Property. The Outbuilding wall facing the front of the Lot must match the material of the Dwelling Unit. The sides and rear of the Outbuilding may be of different material than the Dwelling Unit, but still be harmonious with the overall architecture of the Dwelling Unit, at a minimum the Outbuilding will be constructed of brick or stone four



feet (4') in height from the ground on the side and rear walls of the Outbuilding.

Section 5. Setback Requirement. Each Dwelling Unit will face the street which abuts the front of the Lot upon which the Dwelling Unit is to be situated. No structure may be placed with the following setback lines:

- (a) Single Family Home Lots. Lots 1 - 113

*Front Setbacks.* For Lots 1 through 113, inclusive, the setback will be 50 feet from the front property line of the Lot.

*Rear Setbacks.* For Lots 1 through 113, inclusive, the setback will be 15 feet from the rear property line of the Lot.

*Side Setbacks.* For Lots 1 through 113, inclusive, the setback will be 15 feet from the side property lines of the Lot.

- (b) The following Structures are expressly excluded from the setback restrictions:

- (i) steps, walks, driveways and curbing;
- (ii) landscaping;
- (iii) planters, walls, fences or hedges, not to exceed 7 feet in height, and which comply with the restrictions set forth in this Declaration;
- (iv) any other Structures exempted from the setback restrictions by the ARC on a case-by-case basis.

Section 6. Fences. Any fence to be constructed on a Lot must conform to the following requirements:

(a) A "privacy fence" (as "privacy fence" is hereinafter defined) is required to be constructed on each Lot. A "privacy fence" shall refer to a fence constructed in the rear yard of a Lot to screen the rear yard from the view of neighboring Lots, street or other properties. The privacy fence is to be constructed only in the rear yard and side yard of a Lot, and as necessary in order to close off the fence from the side yard to the Dwelling Unit facing the front yard, and shall be constructed along the rear and side Lot lines. All fences shall be constructed of only brick, stone, masonry, painted or stained cedar pickets with cap or dog ear, not less than six (6') feet in height, nor more than eight feet (8') in height. No fence shall be constructed in front of the front building line of the Main Dwelling on a Lot. If not sooner constructed, all such fences must be constructed within ninety (90) days following the date on which construction of any Improvements is completed on the Lot. The perimeter fence does not have to be located on the exterior boundary lines of the Lot. However, a fence must run from each side of the house to the respective side Lot line, to adjoin to a neighbor's fence in the front. All perimeter fences shall be located wholly within the boundaries of a Lot and shall not encroach across such boundaries. Side fences may be shared between neighbors, but do not have to be shared. Buildings (ex. Shop, pool house) can be part of the fence.

(b) It is expressly prohibited that privacy fences not otherwise provided for in this Section shall be not be constructed of chain link, barbed wire, r-panel metal fencing, pipe fencing, or other like materials.

Section 7.      Construction Standards for Lots. In addition to meeting all applicable building codes, all Improvements and Structures on each Lot shall meet with the following requirements:

(a)      **EXTERIOR WALLS:** Unless waived by the ARC, the minimum wall plate height for exterior walls shall be no less than nine (9) feet. The exposed exterior wall area facing the street, exclusive of doors, windows and covered porch area, shall be at least eighty percent (80%) brick, masonry, stucco, EIFS, or other materials approved by the ARC, and up to 25 percent siding. All siding must be cementitious materials and not Masonite. The exposed exterior wall area facing the sides or rear of the Dwelling Unit, exclusive of doors, windows and covered porch area, shall be brick, masonry, stucco, EIFS, or other materials approved by the ARC. The ARC is specifically authorized to require a continuous uniform surface with respect to all Structures which directly face the street or another Lot. Farmhouse style subject to approval by Architectural Committee. All exterior paint, stain, brick, stone, and roof colors must be identified in plans submitted to the Declarant.

(b)      **ROOFING DESIGN AND MATERIAL:** Flat roofs, mansard roofs and other “exotic” roof forms shall not be permitted. All roofing materials utilized on any Structure on a Lot must be approved by the ARC. The ARC will not approve of a roof of crushed stone, marble or gravel, it being intended that each roof shall be constructed only of composition shingles rated for a minimum of 30 years, standing seam metal or other materials approved by the ARC taking into account harmony, conformity, color, appearance, quality and similar considerations. Functional roof-affixed appurtenances, such as exposed flashing, plumbing stacks, roof vents, and downspouts, must be painted to match, blend with or complement the color of adjacent materials. The same roof pitch must be used for the Dwelling Unit and attached garage portions of the house. The minimum roof pitch must be six feet (6') of rise for each twelve feet (12') of run; however, other pitches or ratios may be approved by the ARC for an entire roof, or for portions of a roof, on a case-by-case basis. All shingles must be a timberline style or better (no 3-tab). Metal roofing must be standing seam or snap lock panels. Metal roofs must have nonexposed screws unless it is some type of metal individual tile/shake panel. Roof colors should be standard colors. No bright colors such as blues or reds. All roof stacks and flashing must be painted to coordinate with the color of the structure.

(c)      **GARAGES:** In addition to meeting the requirements stated in Article VIII, Section 3, all garages shall be given the same architectural treatment as the Dwelling Unit located on such Lot. The interior walls of all garages must be finished (taped, floated and painted as a minimum). Garages can be detached but must be of same architecture and finish as Main Dwelling. No shared driveways, and all garages shall have side or rear entry. No garage is allowed to face the front of the house. Any carport constructed on any Lot must be approved by Declarant as to location, design, materials, and size. If a garage is closed in for additional square footage, and additional garage must be built. The new garage can be detached.

(d)      **EXTERIOR LIGHTING:** No exterior light shall be installed or situated such that neighboring Lots are unreasonably lighted by the same. All freestanding exterior lights located between the property lines and the Dwelling Unit shall be architecturally compatible with the Dwelling Unit, and shall be approved by the ARC.

(e)      **WINDOW UNITS:** No Structure shall utilize window mounted or wall-type air conditioners or heaters.

(f)      **SKYLIGHTS:** Skylights shall be permitted on the roof of a Dwelling Unit, subject to approval by the ARC. No other equipment, including without limitation, heating or air conditioning units, solar panels, solar collection units, satellite dishes, and antennas, shall be located on the roof of any Dwelling Unit or Structure, unless the same are concealed from view from adjoining Lots and public streets, and do not materially alter the roof line of the Dwelling Unit or Structure; and further, plans and designs for such equipment to be located on a roof must be submitted with the Plans required pursuant to Article VII hereof, and the design, plans,

and installation of skylights, and all equipment located on the roof, are subject to the approval of the ARC.

(g) **SWIMMING POOLS.** Any above-ground swimming pool or in-ground swimming pool shall be located in the rear yard of the Lot, and shall be securely enclosed by a fence and gates designed to prevent children and animals from accidentally entering the pool enclosure. An enclosed in-ground pool may be constructed at the rear of the Dwelling Unit (either attached to the Dwelling Unit or as a separate Structure), provided that the enclosure for such pool shall be of the same materials used on, and in the same architectural style, as the Dwelling Unit. All swimming pools, and all swimming pool enclosures, must be approved by the ARC.

(h) **SEPTIC SYSTEMS:** No cesspool, outhouse or outside toilet shall be permitted on any Lot. Toilets located in any Structure, shall be connected to an approved sewage disposal system. All residences shall be connected to a permanent septic tank system for sewage disposal. Each septic tank system shall comply with the minimum standards required or recommended by the State of Texas or Tom Green County, or any development suitability study and TCEQ requirements for OSSF.

(i) **WATER WELLS:** A Water Well on a Lot must comply in all respects with all Applicable Laws. One (1) water well shall be shared between Lots as per the Water Well Plan attached as Exhibit C. The purpose of the water well sharing as defined in the Water Well Plan is to comply with spacing requirements as set out by Lipan-Kickapoo Water Conservation District.

1. **Common Property.** The Water Well as designated on the Water Well Plan is a Common Property owned by the Association for the private use of the Association and the Benefitted Lot Owners. The purpose of designating the Water Wells as Common Property is to allow uniformity of the well house and to allow the Association the ability to enforce Special Assessments for payment of electricity by Benefitted Lot Owners.

2. **Water Use.** All water produced from a Water Well shall be utilized solely between the Lots designated to share the Water Well as shown on the Water Well Plan and/or as modified by the Association. Water Wells are to be used for domestic irrigation purposes only and can also be used to fill and maintain a pool. No well may be connected to the Dwelling Unit. No Owner or Resident may remove or sell water from their Lot to the public, or to any person or entity. Owners shall be subject to irrigation rules and regulations for the development by not watering more than four times each week, and watering on the Lot shall be limited to night-time hours (after 6:00 PM daily) after the yard on the Lot is established. Declarant will allow the Owner to employ additional watering when establishing new turf and landscaping.

3. **Costs.** All costs associated with each Water Well shall be shared between Benefitted Lot Owners. Benefitted Lot Owners are mutually obligated to share in expenses of maintaining and operating the Water Well. Each Benefitted Lot Owner is obligated to share in costs of well maintenance no matter the volume of usage per Owner. Each Owner is obligated to trench, repair and maintain the pipeline from the Water Well that extends from the Water Well to each benefitted Lot.

A) **Monthly Electricity and Maintenance.** Owners shall pay their share of the expenses and usage of the well within 7 (seven) days of receiving a Special Assessment from the Association.

4. **Easement.** Declarant grants a Private Water Well and Pipeline Maintenance Easement (hereinafter "Water Well Easement") to the Association their licensees and to the Benefitted Lot Owners

and their successors and assigns across the portion of the Lot (hereinafter "Servient Well Lot") where the Water Well will be located as designated by the Water Well Plan and will also include the portion of a Lot from which a water pipeline will cross over to extend a pipeline to a neighboring Lot based on the Water Well Plan.

A) Purpose. The purpose of the Water Well Easement is for digging, maintenance, and/or repair of the water well, and for providing free and uninterrupted pedestrian and vehicular ingress and egress to excavate and refill ditches and trenches for the location of such pipeline, the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the water lines, and with liberty from time to time for workmen to enter upon the and repair and maintain said pipes for purposes of providing domestic irrigation, and which easement shall be for the exclusive benefit of all Lots assigned for usage of the Water Well according to the Water Well Plan. No permanent structure may be built in such a way as to interfere with an Owner's ability to use the Water Well Easement to repair any portion of the water pipeline that services their Lot.

B) Size. The size of this easement shall be limited to the smallest area necessary to effectuate the easement purposes, approximately twenty feet (20') by twenty feet (20') for the Water Well Easement and if reasonably practicable both the Water Well and/or pipelines shall be located within the setbacks as set out herein. It is not meant by this declaration to encumber the entirety of any Lot.

5. **Private Easement.** Nothing contained herein is intended as or shall be deemed to be a dedication of the Easement Property, or any part thereof, to the use, possession, enjoyment, or ownership of or by the County of Tom Green, the State of Texas, or any other public authority or agency.

6. **Compliance.** Declarant and/or Association shall be entitled to assess a fine or penalty to the Owner at \$5.00 a day until Owner complies with all terms of the Water Well Plan, including but not limited to paying the Owner's share of utilities and maintenance of the Water Well.

7. **Maintenance.** Each Owner is responsible for digging, maintaining and/or repairing the water lines that service their Lot. Each Owner has the sole responsibility for maintenance or repairs from the valve to the pipeline that services their Lot. Benefitted Lot Owners share responsibility for the cost of maintenance and repairs to the Water Well and will be assigned to each Owner via Special Assessment by the Association according to each Owner(s) proportionate share.

(j) **MAILBOXES:** The Properties will receive mail service from the United States Postal Service using a community mailbox location by "cluster boxes". No individual pedestal mailboxes shall be permitted for any Lot. Each Owner shall be responsible for maintaining their assigned cluster mailbox in accordance with the standards established by the United States Postal Service. If a mail cluster station should ever have to be replaced, each Owner shall be responsible for any fees assessed against the users of the mail cluster station by the United States Postal Service.

(k) **APPROVED STRUCTURES OTHER THAN DWELLING UNIT:** No Structure or Improvement shall be permitted on any Lot other than the Dwelling Unit and such permanent Structures and Improvements as are approved in writing by the ARC, such as swimming pool equipment houses, cabanas, greenhouses, barns and storage sheds.

(l) **CHIMNEYS:** All fireplace chimneys shall be constructed of the same brick, stone, stucco, or hardieboard, as appropriate, used for the main structure. Chimney shall have a minimum size of 33"x 33".

(m) **DRIVEWAYS:** Driveways shall be constructed of concrete with a minimum strength of 3,000 p.s.i. Any Owner may, but is not required to, construct a circular driveway in the front of their Lot. All driveways are required to have a twenty-four inch (24") RCP culvert with safety precast end treatments located in line with the existing drainage ditch and easement. No driveway may be located within a roundabout.

(n) **ELEVATIONS:** Prior to the construction of any Improvements, Declarant, in Declarant's sole discretion, shall have the right, but not the obligation, to approve or disprove the elevations of any Improvements to be constructed on any Lot or Property.

(o) **WINDOWS:** No structure on any Lot shall utilize single-paned windows. Each structure located on any Lot shall utilize, at a minimum, double-paned windows.

**Section 8.      Landscaping of Lots.** Construction of each and every Dwelling Unit within the Properties shall include the installation and placement of appropriate landscaping. All landscaping shall be completed by no later than three (3) months after final completion of the Dwelling Unit. Landscaping must (i) permit reasonable access to public and private utility lines and easements for installation and repair; (ii) provide an aesthetically pleasing variety of trees, shrubs, groundcover and plants; and (iii) provide for landscaping of all portion of the Lot not covered by Improvements. Landscaping shall include groundcover and trees. Turf and xeriscape are allowed. On all Lots, the landscaping in the front yard shall include at least two (2) trees having a trunk, diameter of not less than three-inch (3") caliber as measured one foot (1') from the ground. Any area not fenced shall be maintained and planted with native grass or other acceptable ground cover as accepted by the ARC. Should an Owner fail to keep the Lot mowed every thirty days, Declarant shall be entitled to mow the Lot and assess a fine or penalty to the Owner.

(a) **CULTIVATION:** Any Owner may conduct planting, growing, cultivating, and harvesting from a domestic garden produced from the soil whether on the ground or in a greenhouse. Caution is to be taken as to not conduct activities that would cause access dust to be carried to any adjoining Lot.

**Section 9.      Screening.** All trash containers, utility meters, equipment, air conditioning compressors, swimming pool filters, heaters and pumps, and any other similar exposed mechanical devices on any Lot must be screened so that the same are not visible from other Lots or any public street on which the Lot borders.

**Section 10.     Utilities.** All public or private utility and service connections including, but not limited to natural gas, water, electricity, telephone, cable television or security system, or any wires, cables, conduits or pipes used in connection therewith, located upon any Lot shall be underground; except that fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad mount transformers, and street lights may be located above ground only when necessary to furnish the service required by the use of such utilities. In no event shall any poles be permitted, other than for street lights or as otherwise permitted herein, and no wires or transmission lines to or from such street lights shall exist above the ground.

**Section 11.     Trash Container.** Each Lot Owner shall be responsible for disposing of all trash and recyclable materials in a sanitary manner and in a receptacle designed for such purpose. Additionally, each Lot Owner shall be responsible for contracting with a trash collection service authorized to act for that purpose, whether private or public. Roll-away trash containers and/or recycling bins, including private dumpsters, must be stored in one of the following locations: (i) inside the garage of the Dwelling Unit; or (ii) behind a screen not visible from public view or from its adjacent Lots [See Article XIII, Section 9] said screen being located behind no closer to front lot line than the front line of the Dwelling Unit. The ARC will have the right to specify additional locations in which trash containers and/or recycling bins must be stored.

Section 12.     General.

(a)     **CONSTRUCTION DEBRIS:** During the construction or installation of any Improvement or Structure on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible and an appropriate trash container will be maintained on the Lot during all construction activities.

(b)     **STOPPAGE OF CONSTRUCTION:** Once commenced, construction shall be diligently pursued to the end that it will be completed within 18 months from the date commenced. For purposes of this Declaration, construction shall be deemed to commence on the earlier of (i) the date on which any governmental authority shall issue any building permit or other permission, consent or authorization required in connection with such construction, or (ii) the date on which excavation or other work for the construction of the footings and/or foundation of any Improvements or Structures shall begin.

(c)     **LIABILITY FOR CONSTRUCTION ACTIVITIES ON LOT.** Each Homebuilder and each Lot Owner (or the Owner's builder) is solely responsible and liable for all construction activities on the Lot, and construction activities on the Lot will comply with all federal, state and local laws, statutes, ordinances, regulations and rules, as well as all requirements set forth in this Declaration and all amendments and supplements thereto. Without limiting the generality of the preceding sentence, each Homebuilder and Lot Owner (or the Owner's builder) assumes all obligations and duties imposed by the Texas Commission on Environmental Quality ("TCEQ") related to discharges from construction activities. Each Homebuilder and Lot Owner (or Owner's builder) will be solely responsible for obtaining from TCEQ all required permits and any required Notice of Intent; and, each Homebuilder and Lot Owner (or Owner's builder) will be solely responsible for performing all construction activities and best management practices on the Lot in a manner that complies with federal, state and local laws, statutes, ordinances, regulations and rules, including those imposed by the TCEQ. By purchasing a Lot within the Property, each Homebuilder and Lot Owner accepts all responsibility and liability for compliance with federal, state, and local laws, statutes, ordinances, regulations and rules, including those imposed by the TCEQ, and each Homebuilder and Lot Owner agrees to indemnify and hold harmless Declarant from all claims, fines, suits, actions, liabilities and proceedings whatsoever and of every kind, known or unknown, fixed or contingent which may be brought or asserted against Declarant on account of or growing out of any and all injuries or damages relating to construction activities on the Lot being performed by each Homebuilder and Lot Owner (or Owner's builder), and all losses, liabilities, judgments, settlements, costs, penalties, damages, fines and expenses relating thereto, including, but not limited to, attorney's fees and other costs of defending against, investigating and settling said claims.

Section 13.     Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved in this Declaration and as shown on the recorded subdivision plat. Utility service may be installed along or near the front and/or side and/or rear Lot lines and each Lot Owner shall have the task and responsibility of determining the specific location of all such utilities. Except as may be otherwise permitted by the ARC (e.g. fencing, flatwork, landscaping, etc.), no Owner shall erect, construct or permit any obstructions or permanent Improvements or Structures of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage. Electrical (and possibly other utility) easements are likely to be located at or near or along the rear Lot line(s), and each Lot Owner assumes full, complete and exclusive liability and responsibility for all cost and expense related to damage, repair, relocation and restoration of such improvements or fence. Except as to special street lighting or other aerial facilities which may be required by the County of Tom Green, Texas or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development-plan, no aerial utility facilities of any-type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other

person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility. All utility meters, equipment, air conditioning compressors, water wells and similar items must be visually screened and located in areas designated by the ARC. The ARC shall have the right and privilege to designate the underground location of any CATV-related cable.

Each Owner shall assume full and complete responsibility for all costs and expenses arising out of or related to the repair, replacement or restoration of any utility equipment damaged or destroyed as a result of the negligence or mischief of any Resident or Owner. Each Owner agrees to provide, at the sole cost and expense of each Owner, such land and equipment and apparatus as are necessary and appropriate to install and maintain additional lighting and security-related measures which becomes technologically provident in the future.

Section 14. Duty of Maintenance. Each Owner of any Lot shall have the responsibility, at their sole cost and expense, to keep such Lot, including any Improvements thereon, in a well maintained, safe, clean and attractive condition at all times. If Lot Owner neglects this responsibility in any way, the Developer, during the Development Period, may maintain the Lot at the cost of the Lot Owner and the Lot Owner will pay such fees as the Developer deems correct and appropriate. Developer hereby reserves the right to pursue all remedies in both equity and at law to enforce this provision.

(a) Such maintenance by the Lot Owner shall include, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste, and regular cutting of weeds and grasses on the Lot prior to and during construction of any Improvements;
- (ii) Regular mowing of grasses, maintaining it to a height of less than 10 inches;
- (iii) Tree and shrub pruning;
- (iv) Keeping landscaped areas alive, free of weeds, and attractive;
- (v) Watering;
- (vi) Keeping parking areas and driveways in good repair;
- (vii) Complying with all government health and police requirements;
- (viii) Repainting of Structures and Improvements;
- (iv) Repair of exterior damages to Improvements;
- (x) Taking whatever action is necessary to assure proper water drainage across each Lot, and to prevent water from being impounded or dammed on Lot.

(b) Each Owner of any Lot shall have the responsibility, at his or her sole cost and expense, to keep all areas located between the boundaries of such Lot and the paved portion of any streets or roads on which such Lot borders in a well maintained, safe, clean and attractive condition.

The ARC shall have the right (after 5 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises

(without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the ARC upon demand. The ARC, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the ARC, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance, and the costs incurred by the ARC shall be immediately reimbursed to the ARC by the Owner upon demand.

Section 15. Adjoining Lots: In the event two adjoining Lots are owned by the same Owner, such Owner may elect to treat such separate Lots as one individual Lot-whether through replatting or otherwise. In the event such Owner elects to treat such adjoining Lots as one single Lot the resulting single combined Lot ("Combined Lot") shall be divided into two separate tracts (consisting of the two original Lots): the tract containing the Main Dwelling ("Primary Tract") and the tract that contains no Main Dwelling ("Secondary Tract"). Any Secondary Tract must be screened at the front setback line by a wall constructed of brick, stone, masonry, or board-on-board cedar pickets with a cap; must be not less than six feet (6') nor more than eight feet (8') in height and must be otherwise in compliance with applicable law. Such Secondary Tract must also contain side and rear fencing that is in full compliance with the standards set forth. No more than one residence per Lot and there shall be no multiple family dwellings constructed on a Lot.

## ARTICLE IX. EASEMENTS; UTILITY SERVICES

Section 1. Utility Easement. A Non-exclusive easement for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across an area five foot (5') wide along the front and rear boundary lines of each Lot is reserved by Declarant for itself and all utility and CATV companies and their respective successors and assigns, serving the Property and no Improvement or Structure shall be constructed or placed thereon without the express prior written consent of the ARC. Full rights of ingress and egress shall be had by Declarant and all utility and CATV companies serving the Property, and their respective successors and assigns, at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. As further provided in Article VIII, Section 13 of this Declaration, Declarant reserves the right during the Development Period to grant and utilize such utility easements as therein described. All Improvements constructed within the easement herein described, even if approved by the ARC, shall be subject to the easement and the rights herein reserved and/ or granted to Declarant and all utility companies. No Improvements will be constructed on, under or over the utility easement described within this paragraph, unless approved by the ARC, other than driveways, sidewalks, patios, brick walls and fences. Neither Declarant, nor any utility company using such utility easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other Improvements (including crossing driveways, sidewalks, patios, brick walls or fences) of any Owner located on the land covered by said easements as a result of maintenance, repair, installation, removal, reinstallation, upkeep, inspection or rearrangement or replacement of any underground utility lines, facilities or improvements installed by any such utility provider in such easements.

Section 2. Ingress, Egress and Maintenance by ARC. Full rights of ingress and egress shall be had by the ARC at all times over and upon the front, rear and side setback areas applicable to each Lot for the carrying out by the ARC of its functions, duties and obligations hereunder; provided, however, that any such entry by the ARC upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the ARC at the expense of the ARC.