

## ARTICLE III USE RESTRICTIONS

Section 1. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. No loud noises or noxious odors shall be permitted on the Property, and the Board of Directors shall have the right to determine if any such noise, odor, or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Lot Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Lot Owners without the prior written approval of the Board. No television, sound or amplification system or other such equipment shall be operated at a level that can be heard outside of the building in which it is housed. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 2. Use of Temporary Structures or Outbuildings. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which have received Architectural Control Committee approval except that sales trailers and construction trailers are permitted during the initial construction phase and sales phase of the Subdivision development.

Provided the express written consent of the Architectural Control Committee is secured prior to installation and the placement on a Lot, one (1) lawn storage building and/or one (1) children's playhouse, each limited (a) in maximum height to eight feet (8') from ground to highest point of structure and (b) to no more than one hundred (100) square feet at its base, may be placed on a Lot behind the main residential structure. The intent of this provision is to offer optimum private enjoyment of adjacent properties. In no case can the outbuilding be placed in a utility easement; within five feet (5') of side property line; nor ten feet (10') of the back property line. Additionally, no outbuilding or temporary structure of any type is permitted unless the specific Lot involved is completely enclosed by fencing. Otherwise, no outbuilding or temporary structure of any kind shall ever be moved onto or erected on any Lot. It is intended hereby that, unless otherwise specifically approved, only new construction shall be placed and erected on any Lot within the Property.

Section 3. Automobiles, Boats, Trailers, Recreation Vehicles and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, street right-of-way or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless:

- A. Such vehicle does not exceed either six feet six inches (6'6") in height, and/or seven feet six inches (7'6") in width and/or twenty-one feet (21') in length; and
- B. Such vehicle is concealed from public view inside a garage or other approved enclosure on the Owner's Lot.

Only passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed covers are permitted that are:

- A. in operating condition,
- B. have current license plates and inspection stickers,
- C. are in daily use as motor vehicles on the streets and highways of the State of Texas and,
- D. which do not exceed either six feet six inches (6'6") in height, and/or seven feet six inches (7'6") in width and/or twenty-one feet (21') in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, street right-of-way, or common area or in the street adjacent to such Lot, easement, street right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure on the owner's Lot. The phrase

### ARTICLE III USE RESTRICTIONS

“approved enclosure” as used in this paragraph shall mean any fence, structure or other improvement approved by the Architectural Control Committee. No one shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck, tractor or tractor trailer, and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board).

No one shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any street, driveway, Lot or portion of the Common Elements, except for repairs to the personal vehicles of the residents conducted exclusively in the enclosed garage (and provided such personal vehicle repairs do not cause excessive noise or disturb the neighbors at unreasonable hours of the night).

This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

No vehicle shall be parked on streets or driveways so as to obstruct ingress or egress by other owners, their families, guests and invitees or the general public using the streets for ingress or egress in the Subdivision. The Board of Directors may designate areas as fire zones, or no parking zones or guest parking only zones. The Association shall have the authority to tow any vehicle parked or situated in violation of these restrictions or the Association Rules, the cost to be at the vehicle owner’s expense.

No motor bikes, motorcycles, motor scooters, “go-carts” or other similar vehicles shall be permitted to be operated in the Subdivision, if, in the sole judgment of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of any Owner, his tenants, and their families. The Board of the Association may adopt rules for the regulation of the admission and parking of vehicles within the subdivision, the Common Areas, and adjacent street right-of-ways, including the assessment of charges to Owners who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this section, the Board of Directors of the Association will be the final authority on the matter.

Section 4. Advertisement and Garage Sales. The Board of Directors of the Association shall have the right to prohibit or to make rules and regulations governing and limiting the advertisement of and holding of garage sales.

Section 5. Air Conditioners. No window or wall type air conditioner shall be installed, erected, placed, or maintained on or in any building without prior written permission of the Architectural Control Committee.

Section 6. Window and Door Coverings. No aluminum foil or other reflective material shall be used or placed over doors or on windows.

Section 7. Unsightly Objects. No unsightly objects which might reasonably be considered to give annoyance to neighbors of ordinary sensibility shall be placed or allowed to remain on any yard, street or driveway. The Association shall have the sole and exclusive discretion to determine what constitutes an unsightly object.

Section 8. Pools and Playground Equipment. No above ground pools are permitted at all on any Lots. Playhouse or fort style structures or pool ancillary structures are limited to a maximum overall height of eight (8) feet and an above ground grade deck maximum height of forty-two (42) inches. The intent of this provision is to offer optimum private enjoyment of adjacent properties. Additionally, playground equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fences.

Section 9. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot or Common Areas, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot or Common Area. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Common Area.

### ARTICLE III USE RESTRICTIONS

Section 10. Animal Husbandry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No Owner shall allow any pets to become a nuisance by virtue of noise, odor, dangerous proclivities, excessive pet debris or unreasonable numbers of animals. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from Lot, pets must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris and to keep pets from making noise which disturbs neighbors. Pet owners shall not permit their pets to defecate on other owners' Lots, on the Common Areas, recreational areas or on the streets, curbs, or sidewalks.

Section 11. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 12. Lot and Building Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. All fences and buildings (including but not limited to the main residence and garage, if any), which have been erected on any Lot shall be maintained in good repair and condition, by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction or ordinary deterioration, wear and tear. Each Owner shall maintain in good condition and repair all structures on the Lot including, but not limited to, all windows, doors, garage doors, roofs, siding, brickwork, stucco, masonry, concrete, driveways and walks, fences, trim, plumbing, gas and electrical. By way of example, not of limitation, wood rot, damaged brick, fading, peeling or aged paint or stain, mildew, broken doors or windows, rotting or falling fences shall be considered violations of these deed restrictions, which the owner of a Lot shall repair or replace upon Association demand.

All walks, driveways, carports and other areas shall be kept clean and free of debris, oil or other unsightly matter. The Board of Directors shall be the final authority of the need for maintenance or repair. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. No waste materials shall be dumped or drained into any Landscape Area or Common Area. Containers for the storage of trash, garbage and other waste materials must be stored out of public view except on trash collection days when they may be placed at the curb not earlier than 7:00 p.m. of the night prior to the day of scheduled collection and must be removed by 7:00 p.m. on the day of collection. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view.

New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of default on the part of the Owner or owners of any Lot in observing the above requirements or any of them, such default continuing after the Association has served ten (10) days written notice thereof, being placed in the U.S. mail without the requirement of certification, then Association, by and through its duly authorized agent may, without liability to the Owner or Occupant in trespass or otherwise, enter upon said Lot and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition. The Association may charge the Owner or Occupant of such Lot for the cost of such work. The Owner or Occupant, as the case may be, agrees by purchase or occupancy of a Lot to pay for such work immediately upon receipt of a statement thereof. In the event of failure by the Owner or Occupant to pay such statement within fifteen

## ARTICLE III USE RESTRICTIONS

(15) days from the date mailed, the amount thereof may be added to the annual maintenance charge provided for herein and collection of such additional maintenance charge shall be governed by Article VI of these Restrictions.

Section 13. Signs, Advertisements, Billboards. Except signs owned by builders advertising their model homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign, not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Owner shall also have the right to maintain on their Lot not more than two (2) signs not to exceed five (5) square feet each advertising a political candidate in any local, state, or federal election. These political advertisement signs may be maintained for three (3) weeks prior to the election and must be removed within two (2) days after the election. The Association will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing, shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

Section 14. No Business or Commercial Use. Subject to the provisions of this Declaration and the Association By-Laws, no part of the Property may be used for purposes other than single-family residential housing and the related common purposes for which the Property was designed. Each Lot and structure shall be used for single-family residential purposes or such other uses permitted by this Declaration, and for no other purposes. No Lot or structure shall be used or occupied for any business, commercial trade or professional purpose or as a church either apart from or in connection with, the use thereof as a residence, whether for profit or not. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an owner from:

- (1) Maintaining a personal professional library;
- (2) Keeping personal business records or accounts; or
- (3) Handling personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions, provided that such permitted use does not attract business traffic to the residence nor allow business employees to work at the residence or attract business invitees to the residence.

Section 15. Holiday Decorations. Exterior Thanksgiving decorations may be installed November 10 of each year and must be removed by December 1 of each year. Exterior Christmas decorations may be installed the day after Thanksgiving each year and must be removed by January 5 of the new year. Easter and Halloween decorations may be installed three (3) weeks prior to and must be removed by one (1) week after. Holiday decorations shall not be so excessive as to cause a nuisance to neighboring homes. The Board of Directors shall have the sole and absolute authority to decide if Holiday decorations are causing a nuisance.

Section 16. Visual Screening on Lots. The drying of clothes in public view is prohibited. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 17. Dishes and Antennae. No electronic antenna or device of any type other than an antenna or dish for receiving normal television or satellite signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae and dishes must be located behind the rear wall of the main residential structure and dishes shall not be larger than one (1) meter in diameter. Ground level dishes or antennae on Green Belt Lots shall be screened from public view with landscaping. No antennae, either freestanding or attached, shall be (a) permitted to extend more than five feet (5') above the roof of the main residential structure on the Lot, or (b) erected on a wooden pole. No dish shall be permitted to extend above the roof of the main residential structure on the Lot. These rules are subject to variance by the Architectural Control Committee, provided that any variance granted provides for screening deemed sufficient by the Architectural Control Committee to insure that no such antennae or dish shall be visible from the street which runs in front of said Lot or the street which runs on

### ARTICLE III USE RESTRICTIONS

the side of any corner Lot. All satellite dish regulations shall be subject to the Federal Telecommunications Act, the regulations of the Federal Communications Commission and all revisions or Amendments thereto.

Section 18. Roads. All roads and esplanades within the Subdivision are private roads and esplanades and shall be maintained and regulated by the Association. The Association shall have the right to establish rules and regulations concerning all such streets and roads including, but not limited to, speed limits, curb parking, fire lanes, and alleys, stop signs, traffic directional signals and signs, speed bumps, crosswalks, traffic directional flow, striping, signage, curb requirements, and other matters regarding the roads, streets, curbs, esplanades and their usage by Lot owners, guests, and invitees.

Section 19. Drainage and Septic Systems. Catch basins drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserved for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow; provided, however, that the exercise of such easement shall not materially diminish the value or interfere with the use of any adjacent property without the consent of the Owner thereof. Septic tanks and drain field, other than those installed by or with the consent of the Declarant, are prohibited within the Property. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer or storm drain within the Property.

Section 20. Firearms. A discharge of firearms within the Properties is prohibited. The terms (firearms) includes: B-B guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this section.

Section 21. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.