

1 a line connecting them at a point thirty (30) feet from the intersection of the
2 street property lines, or if the property corners are rounded, from the
3 intersection of the street property within such distances of such intersections
4 unless the foliage line is maintained at sufficient height to prevent obstruction
5 of lines of visibility.

6 Section 3.22. Fences and Walls. Any walls constructed on the Lot
7 line shall be a minimum of five (5) feet in height and shall be constructed of
8 block masonry.

9 Section 3.23. Driveway Surfaces. All driveways on the Lots shall be
10 constructed of concrete.

11 Section 3.24. No Temporary Building or Trailers.

12 3.5.1. No temporary house, house trailer, motorhome, recreational
13 vehicle, tent, garage, camper or truck with camper shell, boat or out-building of
14 any kind shall be placed or erected upon any part of the Properties.

15 3.5.2. No Owner may move any building of any nature onto any Lot
16 within the Properties without the written consent of the Board. If such approval
17 is given, such building shall comply in all respects with each and every
18 provision of this covenant.

19 ARTICLE IV

20 EASEMENTS

21 Section 4.1. Easement Encroachments. Each Lot and the property
22 included in the Common Areas shall be subject to an easement for encroachments
23 created by construction, settling and overhangs, and for common walls. A valid
24 easement for those encroachments and for the maintenance of such shall
25 continue for so long as these encroachments exist.

1 Section 4.2. Blanket Easements in the Common Areas. A blanket
2 easement is created upon, across, over and under all of the Common Areas for
3 the use and enjoyment of all Members, their guests, invitees, licensees and
4 tenants, subject to reasonable regulations of the Association.

5 Section 4.3. Private Drainage Easements. Each Owner of a Lot on
6 which a private drainage easement has been established on the Plat or by a
7 separate recorded instrument, shall be responsible for maintaining that easement
8 and keeping it free and clear from all debris, refuse and any other foreign
9 matter which may interfere with or hinder the free flow of water in the easement,
10 as originally constructed. In the event an Owner fails to maintain the private
11 drainage easement, any other Lot Owner benefitted by such easements shall
12 proceed solely against the Lot Owner, and may not bring any action against the
13 Association.

14 Section 4.4. Utility Easements.

15 a. In addition to the easements shown on the Plat, a blanket
16 easement is created upon, across, over and under all of the Common Areas for
17 ingress, egress, installation, replacing, repairing and maintaining all utilities,
18 including, but not limited to, water, sewer, gas, telephones, television cables, and
19 electricity. It is expressly permissible for the utility companies to install and
20 maintain facilities and circuits and conduits, on, in and under the roofs and walls
21 of the Common Areas.

22 b. Notwithstanding anything to the contrary contained in this
23 Section, no sewers, electrical lines, water lines, or other Property may be
24 installed or relocated on the Property, except that Property initially designed and
25 installed by the Developer, or that which is approved by the Board.

1 c. This easement shall not affect any other recorded easements
2 on the Property.

3 d. This easement is limited to improvements as originally
4 constructed.

5 Section 4.5. Pedestrian, Utility and Maintenance Easements.

6 4.5.1. The six foot wide Pedestrian, Utility, Maintenance and Right-
7 of-Way Easement shown on the Plat encumbers portions of each Lot. This
8 Easement shall be used for the installation and maintenance of utilities and for
9 the collection of the U.S. Mail.

10 4.5.2. The Owners acknowledge and agree that the Dwelling Units
11 and privately-owned improvements or fixtures which are constructed upon the
12 Properties, may from time to time encroach upon the Common Areas or other Lots
13 in the Properties. Such encroachments are permissible and the title to the land
14 lying within such encroachments and the lot line in question will be considered
15 to be in the Owner of the encroaching Lot.

16 Section 4.6 Easement for Perimeter Walls and Other Improvements.

17 Developer has constructed perimeter walls and other improvements, including but
18 not limited to, driveways, walkways, exterior lighting (metered to a particular
19 Dwelling Unit), drainage structures, etc., as a part of, or for the use of, a
20 particular Dwelling Unit which may encroach upon or encompass portions of the
21 Common Area or adjacent lots. Wherever such encroachments on the Common Area
22 or adjacent lots should occur, the Owner of the Dwelling Unit involved shall
23 have, subject to the conditions hereinafter set forth, a perpetual permanent right
24 for such perimeter walls to encompass portions of the Common Area or adjacent
25 lots and for such other improvements to encroach upon portions of the Common

1 Area or adjacent lots. In consideration thereof, such Owners agree to maintain
2 and keep in repair any improvements encroaching upon the Common Area or
3 adjacent lots which were constructed for the use of their Lot. In the event any
4 such Owners should make demand upon the Association to maintain any Common
5 Area within the confines of such perimeter wall, or to maintain and keep in
6 repair any improvements encroaching upon the Common Area or adjacent lots
7 which is the responsibility of the Owner to repair, then the Association or
8 adjacent lot Owner, as the case may be, shall have the absolute right, and may
9 cause the Owner making such demand to remove at his/her expense, any
10 improvement, including the perimeter wall, encroaching upon the Common Area or
11 adjacent lot, and to replace and rebuild such improvement or perimeter wall as
12 to be within such Owner's Lot. Declarant hereby acknowledges that the right
13 granted Owners under this Section is a property right of the Owner, and such
14 property right may not be revoked or rescinded by Declarant, its successors or
15 assigns, or by the Association, once such right has vested in an Owner, except
16 upon an Owner's breach of the conditions set forth in the preceding sentence.

17 Section 4.7. Electrical Service and Telephone Lines. All electrical
18 service and telephone lines shall be placed underground and no outside electrical
19 lines shall be placed overhead, except existing overhead lines; provided that no
20 provisions hereof shall
21 prohibit the erection of temporary power or telephone structures incident to
22 construction.

23 ARTICLE V

24 COMMON WALLS

25 Section 5.1. General Rules. Each wall, including the backyard walls,

1 which is constructed as a part of the original construction of the Dwelling Unit,
2 any part of which is placed on or over the dividing line between separate
3 Dwelling Units, shall constitute a common wall. With respect to any such wall,
4 each of the adjoining Unit Owners shall assume the burden and be entitled to the
5 benefits recited in this Section and to the extent not inconsistent herewith, the
6 general rules of law regarding common walls shall be applied thereto.

7 Section 5.2. Repair and Maintenance. Unless other provisions of this
8 Section are applicable, the cost of reasonable repair and maintenance of a common
9 wall shall be shared equally by the adjoining Owners.

10 Section 5.3. Damage to Common Wall Caused by One of the Owners.
11 In the event any common wall is damaged or destroyed through the act of one
12 adjoining Owner, or any of his/her guests or agents or members of his/her
13 family so as to deprive the other Owner of the full use and enjoyment of the
14 wall, then the first Owner, shall rebuild and repair the wall in as good a
15 condition as formerly without any contribution from the other Owner.

16 Section 5.4. Damage to Common Wall Caused by Others. In the event
17 any common wall is damaged or destroyed by some cause other than the act of
18 one of the adjoining Owners, his/her agents, guests or family (including ordinary
19 wear and tear and deterioration from lapse of time) then in such event, both
20 adjoining Owners shall rebuild or repair the wall in as good condition as formerly
21 at their joint and equal expense.

22 Section 5.5. Impairment of Structural Integrity. Notwithstanding
23 anything to the contrary, there shall be no impairment of the structural integrity
24 of any common wall without prior consent of the Board. In addition to meeting
25 the other requirements of these Restrictions and of any building code or similar

1 regulations or ordinances, any Owner proposing to modify, make additions to or
2 rebuild his/her Dwelling Unit in any manner which requires the extension or
3 other alteration of any common wall shall first obtain the written consent of the
4 Board which shall determine the adjoining Owner's preference concerning the
5 proposed modification, extension or alteration of the common wall prior to giving
6 any written consent.

7 Section 5.6. Resolution of Disputes Between Adjoining Owners. In
8 the event of a dispute between Owners regarding the repairing or rebuilding of
9 a common wall or regarding the sharing of the cost of such repairing or
10 rebuilding, then upon the written request to the Association by one of the
11 Owners, the matter shall be heard and determined by the Board, whose decision
12 shall be final and binding.

13 ARTICLE VI

14 ARCHITECTURAL CONTROL

15 Section 6.1. Architectural Review Committee. The Board may
16 establish an Architectural Review Committee (hereinafter the "Committee") to be
17 comprised of a minimum of three (3) or more members appointed by the Board of
18 Directors. One member shall be a member of the Board of Directors. Members
19 of the Committee shall not be entitled to any compensation for services performed
20 pursuant to this Declaration, although professional consultants hired by the
21 Committee and approved by the Board of Directors shall be paid for by the
22 Association.

23 Section 6.2. Matters within the Jurisdiction of the Architectural
24 Review Committee. All architectural matters affecting the Common Areas and the
25 individual Lots shall be governed by the Committee. Subject to the approval of