

the option of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the Annual Assessment. By way of example, such services and facilities might include landscape maintenance, child care, pest control service, cable television or satellite service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing herein shall be construed as a representation by the Declarant or the Association as to what, if any, services or facilities shall be provided. In addition, the Board shall be permitted to modify or cancel existing services or facilities, unless otherwise required by the Governing Documents.

Section 3.12 Relation with Other Properties. The Association may enter into contractual agreements or covenants to share costs with any neighboring property to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Properties maintenance.

Section 3.13 Facilities and Services Open to the Public. Certain facilities and areas within the Properties may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, lakes, and other neighborhood areas conducive to gathering of people, roads, sidewalks and medians. The Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Area of Common Responsibility or the Board may so designate at any time thereafter.

ARTICLE IV

MAINTENANCE

Section 4.1 Association's Responsibility. Except as may be otherwise provided by this Declaration, the Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. The Area of Common Responsibility shall include, but need not be limited to:

- (a) all portions of and structures and improvements situated upon the Common Properties, including, without limitation, sidewalks, irrigation and landscaping;
- (b) landscaping within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto);
- (c) all entry, landscaping and screening walls along major thoroughfares and parks located within the Common Properties;
- (d) all landscaping on that portion of the Common Properties or public right-of-way between the side Lot boundary and the nearest curb or pavement edge of the adjoining street(s) or the nearest fence, wall or berm constructed on the adjacent Common Properties;

(e) all entry features, including monuments, signs, lighting, landscaping, and sprinkler systems as shown on the Plat;

(f) the drainage easements as shown on the Plat, including any improvements installed therein or used in connection therewith; provided, neither the Association nor the Declarant shall have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences; and

(g) such portions of any additional property as may be dictated by this Declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Association;

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain, other property which it does not own, including, without limitation, Lots, or property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. In addition, the Association may enter into contractual agreements or covenants to share costs with other properties or facilities for maintaining and/or operating shared or mutually beneficial properties or facilities.

The costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, a covenant to share costs, other recorded covenants, or agreements with the owner(s) thereof.

Section 4.2 Owner's Responsibility. Unless the maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, each Owner shall maintain the following items:

(a) his or her Lot and all landscaping, structures, parking areas, sidewalks and other improvements within the boundaries of the Lot in a well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include (without limitation):

- (i) the proper seeding, consistent watering and mowing of all lawns;
- (ii) the pruning and cutting of all trees and shrubbery;
- (iii) the prompt removal of all litter, trash, refuse and waste;
- (iv) watering of all landscape;
- (v) keeping exterior lighting and mechanical facilities in working order;
- (vi) keeping lawn and garden areas alive free of weeds and attractive;

- (vii) keeping driveways in good repair and condition;
- (viii) promptly repairing any exterior damage;
- (ix) complying with all governmental health and police requirements
- (x) keeping any drainage easement free of items which would impede the flow of storm water within the drainage easement unless the maintenance responsibility is otherwise assumed by or assigned to the Association or other declaration of covenants applicable to such Lot; and
- (xi) painting and repainting of improvements as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Lot or improvement as determined by the Committee. The approval of the Committee otherwise required herein shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of paint thereon, is substantially altered;

During construction of improvements on a Lot, reasonable care shall be taken by the Owner thereof to protect all public and private streets from damage due to construction. During construction, Lots shall be kept as clean as possible to avoid blowing trash and to prevent mud from coming onto other portions of the Properties. Owners shall keep streets reasonably clean and free of dirt/mud and debris during construction periods and neither the Declarant nor the Association shall have responsibility or liability for the streets during construction. Owners will not be allowed to store any excavation of soil on streets or adjacent sites without prior written permission of the Committee. Soil runoff due to rain or irrigation shall be removed promptly from streets and sidewalks by the Owner. The Board may adopt rules regarding the maintenance of construction sites, including the imposition of fines for violations of this Section.

Section 4.3 Enforcement. If, at any time, an Owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, or permit accumulation of garbage, trash or rubbish, or otherwise fail to maintain the Lot or other area required to be maintained by the Owner hereunder (such as a drainage easement), the Association shall have the authority and right to go onto said property for the purpose of mowing, cleaning or maintaining said property and shall have the authority and right to assess and collect from the Owner of said Lot a reasonable sum for mowing, cleaning or maintaining said property on each respective occasion of such mowing, cleaning or maintenance. However, the Association shall afford the Owner at least ten (10) days prior written notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation. Any such assessment, together with interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made in accordance with Sections 5.5 and 5.9 of this Declaration.

Section 4.4 Standard of Performance. Unless otherwise specifically provided in the Governing Documents or in other instruments creating or assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard. Repair and replacement shall include improvement, if necessary to comply with applicable building codes or other regulations or if otherwise deemed appropriate, in the Board's reasonable discretion. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VI. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, and landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance.

Section 4.5 Indemnification. If the Association, the Declarant or Owner, or any of their agents, employees or contractors (i) causes any damage to the Common Properties or to any Lot, or to any Improvements located thereon, or (ii) causes any injury to any person utilizing the Common Properties or any Lot, or any Improvements located thereon, which damage or injury arises in whole or in part out of the exercise of any of the easements granted by Article XII, the party responsible for such damage or injury shall:

(a) Restore the Common Properties or Lot(s) to their condition immediately preceding such entry;

(b) Repair any damage to any Improvements located on the Common Properties or any Lot, and replace any such Improvements located thereon which are not capable of repair; and

(c) Indemnify, defend and hold harmless the Association, the Declarant or any Owner not responsible for such damage or injury from any and all damages, liability and expenses incurred by such innocent party as a result of the exercise of rights granted by such easement.

Section 4.6 Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall, fence or driveway built as a part of the original construction on the Lots which shall serve and/or separate any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the party structure may restore it. If other Owners thereafter use the party structure, they shall contribute to the restoration cost in equal

proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party structure, each party shall appoint one arbitrator. Should any party fail and/or refuse to appoint an arbitrator within ten (10) days after written request by the other party, the requesting party shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one additional arbitrator. The decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other. Neither the Association nor the Declarant shall have any responsibility in resolving any disputes between Members concerning a party structure.

ARTICLE V

ASSOCIATION FINANCES

Section 5.1 Covenants for Assessments. Except as hereinafter provided, each Owner of a Lot hereby covenants, and each successor-in-title of any such Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association (1) Annual Assessments or charges (as specified in Section 5.3 hereof); (2) Special Assessments (as specified in Section 5.4 hereof); and (3) Specific Assessments (as specified in Section 5.5 hereof). All of such assessments to be fixed, established and collected from time to time as hereinafter provided. The Association shall, within ten (10) days of a demand, furnish to any Owner, or a Mortgagee or other Person authorized by the Owner, a certificate in writing signed by an officer of the Association, or a duly authorized agent, setting forth the amount of any unpaid assessments against the Owner's Lot and any other additional information which is required to be provided under law. Such certificate shall be conclusive evidence of such Owner's assessment obligation as of the date of the certificate. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of benefiting the owners of the Properties, or any part thereof, for the improvement and maintenance of the Area of Common Responsibility and for carrying out the purposes of the Association as stated in its Certificate of Formation.

Section 5.3. Annual Assessment.

(a) Budget. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses of the Association during the

coming year, including any contributions to a reserve fund.

(b) Computation. The Annual Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves. Notwithstanding the foregoing, the Class "B" Member shall be exempt from the payment of the Annual Assessment on Lots that it owns.

(c) Notice; Disapproval. The Board shall send notice of the amount of the Annual Assessment to be levied pursuant hereto, to each Owner at least thirty (30) days prior to the effective date of such assessment. The Annual Assessment shall automatically become effective upon adoption by the Board unless disapproved at a meeting by Members representing at least fifty percent (50%) of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the Annual Assessment except on petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the notice of any Annual Assessment.

In the event a proposed Annual Assessment is disapproved or the Board fails for any reason to determine the budget and Annual Assessment for any year, then and until such time as a budget and Annual Assessment shall have been determined, the budget and Annual Assessment most recently in effect shall continue in effect until a new budget and Annual Assessment are determined.

(d) Budget Revisions. The Board may revise the budget and adjust the Annual Assessment from time to time during the fiscal year, subject to the notice requirements and the right of the Members to disapprove the revised Annual Assessment as set forth above.

(e) Budget Deficits. The Class "B" Member shall be exempt from the payment of assessments; provided, however, that Declarant shall pay the difference between the amount of assessments (exclusive of reserve contributions) levied on all other Lots subject to assessment and the amount of actual expenditures (exclusive of reserve contributions) incurred by the Association during each fiscal year (the "budget deficit"). This obligation to fund budget deficits shall cease upon the earlier of: (i) the termination of the Class "B" Membership or (ii) the elimination of the budget deficit for a fiscal year (exclusive of Declarant contributions). The Association shall have a lien against all Lots owned by the Declarant to secure the Declarant's obligations under this Section, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant's obligation to fund budget deficits, the Declarant shall pay assessments on its unsold Lots in the same manner as any other Owner.

(f) Declarant Subsidy. Declarant may reduce the Annual Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 5.3(e)

above), which may be either a contribution, or a loan, in the Declarant's absolute discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not otherwise obligate Declarant to continue payment of such subsidy in future years, unless provided in a written agreement between Declarant and the Association.

Section 5.4 Special Assessments. In addition to the Annual Assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year or years a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, to cover unbudgeted expenses or expenses in excess of the amount budgeted or for carrying out other purposes of the Association as stated in the Governing Documents. Any such Special Assessment shall be levied equally against the entire Class "A" membership. Except as otherwise provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty percent (50%) of the total votes cast with respect to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments may be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 5.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover costs incurred in bringing a Lot into compliance with the provisions of the Governing Documents;

(b) to cover the costs of providing benefits, items or services not provided to all Lots, such as landscape maintenance, child care, pest control service, security and transportation services; such assessments may be levied in advance of the provisions of the requested benefit, item or service as a deposit against charges to be incurred;

(c) for fines levied pursuant to the Governing Documents;

(d) for any other cost or expense authorized by the Governing Documents to be levied against an Owner and his or her Lot.

Section 5.6 Commencement Date of Annual Assessment. The obligation to pay assessments shall commence as to each Lot on the first day of the month following the month in which the Lot is first conveyed to a Person other than Declarant or a Builder. The first Annual Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Section 5.7 Due Date of Assessments. The notice of the Annual Assessment shall be issued on or before the first day of January and shall be considered delinquent if not paid by the

31st day of January. The due date and delinquent date of any Special Assessment under Section 6.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5.8 Owner's Personal Obligation for Payment of Assessments. Any assessment provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessment. No Owner may exempt himself from liability for such assessments by non-use of Common Properties, abandonment of the Lot or any other reason. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other action taken or failed to be taken by the Association. In the event of default in the payment of any such assessment, the Owner of the property shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees, collection costs and late charges as determined by Board resolution. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

Section 5.9 Assessment Lien and Foreclosure. The Association shall have a continuing lien and charge against each Lot to secure payment of delinquent assessments, as well as interest (subject to the limitations of Texas law), late charges, and costs of collection (including attorney's fees). The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association.

To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association or its duly authorized agent and shall be recorded in the office of the County Clerk of Tarrant County, Texas. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Section 51.002 et seq. of the Texas Property Code (the "Foreclosure Statute"), as it may be amended from time to time, in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed, the contract for sale or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses and reasonable attorney's fees

incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any post-sale assessments. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien as to any installments of such assessments which became due prior to such sale or transfer. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the mortgage, it shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses, collectible from Owners of all Lots subject to assessment under Section 5.6, including such acquirer, its successors and assigns.

Section 5.10 Owner's Right of Redemption. The Owner of a Lot may redeem the Lot from any purchaser at a foreclosure sale of the Association's assessment lien in the manner provided in Section 209.001 *et seq.* of the Texas Residential Property Owners Protection Act, as it may be amended from time to time.

Section 5.11 Capitalization of the Association. Upon the initial acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder following the recordation of this Declaration and upon each subsequent transfer of record title to a Lot thereafter, the Board may require that a contribution shall be made by or on behalf of such first Owner to the working capital of the Association in an amount equal to two (2) times the Annual Assessment applicable to that Lot for that year. This amount shall be in addition to, not in lieu of, the Annual Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the general operating account or reserve account as determined by the Board and disbursed therefrom to the Association for use in covering expenses incurred by the Association pursuant to the terms of the Governing Documents.

Section 5.12 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Annual Assessments and Special Assessments:

- (a) all Common Properties and property comprising the Area of Common Responsibility;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any;
- (c) Lots owned by the Class "B" Member during Declarant's funding of budget deficits under Section 5.3(e); and

(d) any property which is not subject to this Declaration.

In addition, the Declarant and/or the Association shall have the right to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code of 1986 so long as such Person owns property subject to this Declaration for purposes listed in Section 501(c).

ARTICLE VI

ARCHITECTURAL STANDARDS

Section 6.1 Designation of Architectural Control Committee. The Association shall have an Architectural Control Committee (the "Committee"), which shall consist of three (3) members who shall be natural persons, and each of whom shall be appointed by the Declarant until such time as the Declarant has sold all Lots in the Properties and each such Lot has been issued a Certificate of Occupancy. There shall be no surrender of this right prior to that time except in a written instrument executed by the Declarant and recorded in the Tarrant County Deed Records. Upon the expiration or surrender of such right, the Committee shall become the province of the Association, and the Board shall appoint the members of the Committee, who shall thereafter serve and may be removed in the Board's discretion. The members of the Committee may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board.

Section 6.2 Committee Authority. Subject to an Owner's right to appeal the Committee's decision to the Board as set forth in Section 6.8, the Committee shall have the exclusive and absolute authority to administer and enforce architectural controls and to review and act upon all applications for construction within the Properties.

Section 6.3 Design Guidelines. The Declarant may prepare design and development guidelines and application and review procedures (the "Design Guidelines") which shall be applicable to all construction activities within the Properties. The Declarant shall have the sole and full authority to amend them as long as Declarant owns any portion of the Properties unless the Declarant assigns such right to the Board at an earlier time. Thereafter, the Board shall have the authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply or require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Declarant or the Board, as appropriate, are expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon location and unique characteristics.

The Association shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties, and all such Persons shall

conduct their activities in accordance with such Design Guidelines.

Section 6.4 Procedures. Except as provided in this Article VI, no structure (whether temporary or permanent) shall be placed, erected or installed upon any Lot and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements, and planting or removal of landscaping materials) shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. Notwithstanding the above, an Owner may repaint the exterior of a structure in accordance with originally approved color scheme and rebuild in accordance with originally approved plans and specifications without first seeking such approval. In addition, no approval shall be required to remodel, repaint or redecorate the interior of structures on his Lot. However, modifications to the interior of screened porches, patios and similar portions of a Lot visible from outside the Lot shall be subject to approval.

Plans and specifications for certain improvements specifically identified in the Design Guidelines as not requiring prior approval need not be submitted to or approved in writing by the Committee prior to an Owner's construction or installation of such improvement on the Owner's Lot; provided, however, that this exemption is authorized only if such improvement and the installation thereof strictly conforms to the requirements of this Declaration and the Design Guidelines.

The Declarant and/or the Association and/or the Committee shall have all the rights of enforcement as set forth in the Governing Documents against any Owner who installs any improvement which is not in strict conformity with this Declaration and the Design Guidelines.

This Article shall not apply to the activities of Declarant nor to improvements to the Common Properties by or on behalf of the Association.

Section 6.5 Content of Plans and Specifications. Any application for approval shall be in the form required by the Committee and shall include plans and specifications ("Plans") showing the site layout, external design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor, and other features of proposed construction, as applicable. The Committee may require the submission of such additional information as it deems necessary to consider any application. The Plans shall be in such form and shall contain such information as may reasonably be required pursuant to the Design Guidelines.

Section 6.6 Basis of Approval. Approval of plans and specification may be based among other things, on visual and environmental impact, ecological compatibility, the quality of workmanship and design, architectural merit, adequacy of site dimensions, architectural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the Design Guidelines and the general scheme of development for

the Properties. Decisions of the Committee may be based on purely aesthetic considerations. The decision of the Committee shall be final, conclusive and binding upon the applicant. All approved work shall be completed within one (1) year of commencement of construction or such shorter period as the Committee may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Committee.

Section 6.7 Failure of the Committee to Act. A schedule and procedures outlining the specified plans to be submitted at specific times shall be established by the Committee and may be set forth in the Design Guidelines. The Committee shall, within thirty (30) days after receipt of each required submission of plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission of (i) the approval of plans or (ii) the disapproval of plans, specifying the segments or features of the plans which are objectionable and suggestions, if any, for the curing of such objections. In the event the Committee fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the plans, the applicant may give the Committee written notice of such failure to respond, stating that, unless the Committee responds within ten (10) days of receipt of such notice, approval shall be deemed granted. However, no plans, whether expressly approved or deemed approved pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing pursuant to Section 6.10 hereof.

Section 6.8 Appeal Process. Within ten (10) days after the Committee's disapproval of final plans, specifications and surveys, the applicant may make a written request for a hearing before the Committee to reconsider the application. If the applicant timely requests a hearing under this Section 6.8, the hearing shall be held in executive session of the Committee, affording the applicant a reasonable opportunity to be heard. The Committee shall notify the applicant in writing of its decision within ten (10) days after the hearing. The Owner shall have the right to appeal the Committee's decision to the Board. To perfect the right to appeal either Committee's decision, a written notice of appeal must be received by the Board within ten (10) days after the date of the written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as the hearing before the Committee.

Section 6.9 No Waiver of Future Approvals. The Committee's approval of any plans for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans or other matters subsequently or additionally submitted for approval.

Section 6.10 Variances. The Committee may authorize variances from compliance with the Design Guidelines and any required procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations so require. Such variances shall not, however, (i) be effective unless in writing; or (ii) prevent the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not constitute hardships.

Section 6.11 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Committee shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements, or (iii) conformity of quality, value, size or design among Lots. The Committee's approval of any application shall not be deemed to be a representation or warranty that the construction or modification of any improvement pursuant to such approval will be free of defects in the quality of materials or labor provided or in its design. Each Owner should obtain whatever soils reports, foundation studies, and/or engineering studies the Owner deems necessary to determine the adequacy of construction of any improvement prior to the purchase of a Lot. Neither the Association, the Declarant, the Board, the Committee or member of any of the foregoing, shall be held liable to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration for soil conditions, drainage or other general site work, or for any defects in plans revised or approved hereunder, or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

Section 6.12 Notice of Compliance. In the event that an Owner intends to transfer title to a Lot, the Owner must request the Committee to issue a Notice of Compliance representing that the books and records of the Association do not reflect a violation of this Article. The Association is not required to inspect the Lot at any time before or after issuing a Notice of Compliance. This request must be made in writing at least twenty (20) days prior to the date of the proposed transfer. The Committee shall, at least ten (10) days prior to the date of the proposed transfer, either issue the Notice of Compliance or notify the Owner in writing of the basis for non-issuance. This notice shall include a description of the violation(s) and the action necessary to correct the violation(s). In the event the Committee fails to either issue the Notice of Compliance or advise the Owner by written notice of the basis for its non-issuance within the time set forth above, the Owner may give the Committee written notice of such failure to respond, stating that, unless the Committee responds within five (5) days of receipt of such notice, compliance with this Article shall be deemed to exist. The issuance or deemed issuance of a Notice of Compliance shall estop the Association from taking enforcement action with respect to any violation of this Article existing at the time of the issuance or deemed issuance of the Notice of Compliance, except as to those violations actually known to the Owner or transferee. In the event an Owner transfers title to a Lot without obtaining a Notice of Compliance, the transferee shall be responsible for correcting the violation(s) and shall be subject to all the remedies available to the Association to enforce violations of this Article.

In addition to the foregoing, any Owner may request, from time to time, that the Committee issue a Notice of Compliance with respect to his or her Lot. The Association shall either grant or deny such request within ten (10) days after receipt of the written request. If the request is granted, the Committee shall have ten (10) days from the acceptance of the request to either issue the Notice of Compliance or notify the Owner in writing of the basis for non-issuance. This notice shall include a description of the violation(s) and the action necessary to

correct the violation(s). In the event the Committee fails to either issue the Notice of Compliance or advise the Owner by written notice of the basis for its non-issuance within the time set forth above, the Owner may give the Committee written notice of such failure to respond, stating that, unless the Committee responds within five (5) days of receipt of such notice, compliance with this Article shall be deemed to exist.

The issuance or deemed issuance of a Notice of Compliance shall prevent the Association from taking enforcement action with respect to any violation of this Article existing at the time of the issuance or deemed issuance of the Notice of Compliance, except as to those violations actually known to the Owner.

Section 6.13 Fees; Assistance. The Committee may establish and charge reasonable fees for review of applications and the issuance of a Notice of Compliance hereunder and may require such fees to be paid in full prior to review of any application or the issuance of a Notice of Compliance. Such fees may include the reasonable costs incurred in having any application reviewed or Lot inspected by architects, engineers, agents or other professionals, although nothing shall be construed herein as requiring the review of applications by such professionals or the physical inspection of a Lot prior to issuance of a Notice of Compliance.

Section 6.14 Enforcement. Any work performed in violation of this Article or the Design Guidelines shall be deemed nonconforming. Upon written request from the Board, the Declarant or the Committee, Owners shall, at their own cost and expense, cure such nonconforming work or remove such structure or improvement and restore the Lot to substantially the same condition as existed before the nonconforming work. Should an Owner fail to remove or restore as required hereunder, the Declaration, the Association or the designees of either of them, shall have the right to enter the Lot and remove or cure the violation, and such entry and abatement shall not be considered a trespass. All costs, together with the interest at the maximum rate then allowed by law, and late charges may be assessed against the nonconforming Lot and collected as a Specific Assessment pursuant to Section 5.5 hereof.

In the event that any Person fails to commence and diligently pursue to completion all approved work, the Declarant or the Association shall be authorized, after providing notice and an opportunity to cure to the Owner, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment pursuant to Section 5.5.

In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Committee.

Section 6.15 Notice of Violation. To evidence any violation of this Article or Article VII by any Owner, the Board may file, but is not required to file, in the Deed Records of Tarrant County, Texas, a notice of violation setting forth (i) the violation, (ii) the name of the Owner and Lot, and (iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association. The cost of

preparing and recording such notice may be assessed against the non-conforming Lot and collected as a Specific Assessment pursuant to Section 5.5 hereof.

Section 6.16 Notices. Any notice under this Article shall be deemed to have been given at the time the envelope containing such notice, properly addressed and postage prepaid, is deposited with the United States Postal Service, registered or certified mail, return receipt requested, or at the time it is delivered by facsimile transmission, with proof of receipt. For purposes of this Section 6.16, "properly addressed" shall mean, in the event the Association is delivering notice, addressed to the Person at his or her last known address as shown on the books and records of the Association. Personal delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of delivery. The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered or sent by facsimile transmission (provided that any facsimile transmission sent after 5:00 p.m. shall be deemed received on the next business day), or three (3) days after the postmark date, whichever is sooner.

ARTICLE VII

PROTECTIVE COVENANTS

Section 7.1 General. The Properties shall be used only for residential, recreational and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of any portion of the Properties, offices for any property manager, or business offices for Declarant or the Association) consistent with the Governing Documents.

Section 7.2 Residents Bound. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Residents, guests and invitees of any Lot. Every Owner shall cause all Residents of his or her Lot to comply with the Governing Documents. Every Owner shall be responsible for all violations and losses to the Common Properties caused by such Residents, notwithstanding the fact that such Residents of a Lot are fully liable and may be sanctioned for any such violation or loss.

Section 7.3 Business Use. No business, trade or similar activity may be conducted in or from any Lot, except that an Owner or Resident residing in a Lot may conduct business activities within the Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (ii) the business activity conforms to all zoning requirements for the Properties, (iii) the business activity does not noticeably increase the level of vehicular or pedestrian traffic or the number of vehicles parked in the Properties, (iv) the business activity does not involve door-to-door solicitation of residents of the Properties, and (v) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Garage sales, moving sales, rummage sales, or similar activities on any Lot shall not be permitted except upon such dates as the Board may establish from time to time. Any such sales shall be subject to such other restrictions as may be imposed by the Board from time to time.

The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Notwithstanding the above, the leasing of a Lot shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

Section 7.4 Single-Family Restrictions. No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of Persons related by blood, adoption or marriage living with not more than two Persons who are not so related as a single household unit, or no more than three Persons who are not so related living together as a single household unit, and the household employees of either such household unit; provided, however, that nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single-family from residing with any number of Persons under the age of eighteen (18) over whom such Persons have legal authority.

Section 7.5 Parking and Prohibited Vehicles.

(a) Parking. Parking on the streets shall be restricted in accordance with the laws, statutes, ordinances and rules of the Municipality. However, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules. The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Except as provided below, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, golf carts, stored vehicles, inoperable vehicles, tractors, buses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and watercraft trailers shall be parked only in enclosed garages or other areas fully screened from view from the public and adjacent Owners at street level. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days. For purposes of this Section, a vehicle shall be considered "inoperable" if it is obviously not capable of being operated as a vehicle or if it does not have current registration or operating licenses. Any vehicle

parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Texas law at the vehicle owner's sole cost and expense.

(c) Exceptions to Prohibited Vehicles. Notwithstanding the provisions of this Section 7.5, service and delivery vehicles may be parked in the Properties for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Properties. In addition, vehicles with tonnage in excess of one (1) ton shall only be permitted to park overnight within the Properties without being screened from view if used by Declarant or its contractors and/or by a Builder during the construction of improvements. Vehicles one (1) ton or less, with painted advertisement, shall only be permitted to park overnight within the Properties without being screened from view if the vehicle is used by a Resident for transportation to and from his or her place of business or employment or if used by Declarant or its contractors and/or by Builders during the construction of improvements.

Section 7.6 Temporary Structures. No temporary structure of any kind which is visible from any street shall be erected or placed upon any Lot without the prior written approval of the Committee, except that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as it, in its sole discretion, determines to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements in the Properties. Such facilities may include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Builders, with the approval of the Declarant, shall be allowed to use construction trailers in the Properties which shall be in compliance with any ordinance of the Municipality. No trailer, recreational vehicle, mobile home, tent, camper vehicle or temporary house shall be placed or erected on any Lot for use as a Single Family Residence.

Section 7.7 Signs. No sign or signs of any nature shall be displayed to the public view on any Lot or the Common Properties except that:

(a) Declarant may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots.

(b) Any Builder, during the construction and sale of a Single Family Residence, may utilize professional signs (of not more than twelve (12) square feet in size) on each Lot which it owns for advertising and sales promotion.

(c) A dignified "for sale" sign (of not more than five (5) square feet in size) may be utilized on a Lot by the homeowner of that Lot for the sale of that Lot and its improvements.

(d) Two small, professionally fabricated signs indicating that the Lot is protected by a security system and monitored by a professional security company may be placed on a Lot.

(e) Political signs (of not more than twenty-four (24) square feet in size) advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal may be erected on a Lot, provided that no more than one (1) sign shall be permitted for

each candidate or issue and such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election.

(f) Personal signs indicating school affiliations, birth announcements and similar type signs may be erected on a Lot provided they are in compliance with the Design Guidelines.

(g) Contractors' signs used for advertising work performed on a Lot may be erected on such Lot provided that such signs shall not be erected more than ten (10) days prior to commencement of the work and are removed no later than ten (10) days following completion of the work.

The Board or its agents shall, without notice, have the right, but not the obligation, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The Board shall have the right to erect signs as it deems appropriate. All signs are to be in compliance with the sign ordinance of the Municipality.

Section 7.8 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to the front or side property lines than specified in the ordinances of the Municipality. No fence, wall or hedge shall exceed six (6) feet in height unless otherwise specifically required by the Municipality or approved by the Committee. No fence or wall shall be erected, placed, removed or altered on any Lot without the approval of the Committee. All materials used to build fences shall be subject to approval of the Committee. Any fence constructed on or adjacent to an easement rather than a property line must contain a gate sufficient in size to allow access to the area between the fence and property line for mowing and maintenance purposes.

Section 7.9 Air-Conditioning Units. No window or wall-type air conditioner shall be permitted to be used, erected, placed or maintained on or in any Single Family Residence or any other structure on a Lot. Air-conditioning units need not be screened.

Section 7.10 Outside Burning of Trash. No Person shall incinerate or otherwise burn any material on any Lot outside of the Single Family Residence thereon except for charcoal fires used solely for cooking purposes. Leaves, trash and other refuse may not be burned in any fireplaces located in a Single Family Residence.

Section 7.11 View Impairments. No tree, shrub or plant of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any street, sidewalk or any other pedestrian way from ground level to a height of seven (7) feet without the prior written approval and authorization of the Committee or in accordance with any ordinance of the Municipality prohibiting obstructions within its required visibility triangles.

Section 7.12 Aboveground Utilities. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The

foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

Section 7.13 Outside Repairs. No repairs of any detached machinery, equipment or fixtures, including, without limitation, motor vehicles, shall be made upon any portion of any Lot within view of neighboring property, Single Family Residences, pathways and streets without prior written approval and authorization of the Committee.

Section 7.14 Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, except that (i) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; (ii) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; or (iii) antennas or satellite dishes designed to receive television broadcast signals [(i), (ii) and (iii) are collectively referred to as "Permitted Devices"] shall be permitted, provided that any such Permitted Device is placed in the least conspicuous location on the Lot at which an acceptable quality signal can be received and is not visible from neighboring property or is screened from the view of adjacent Lots in a manner consistent with the Community-Wide Standard and the Design Guidelines.

Section 7.15 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any building, without prior written approval and authorization of the Committee.

Section 7.16 Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Notwithstanding the above, those pets which are permitted to roam free or, in the sole discretion of the Board, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Residents of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined whenever outside the Single Family Residence or the enclosed portion of the Lot.

Section 7.17 Clotheslines. Permanent clotheslines and clothesline supports are permitted, subject to the prior approval of the Committee.

Section 7.18 Exterior Lighting. No exterior light shall be installed or maintained on any Lot which light is found to be objectionable by the Association. Upon being given notice by the Association that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable. If the Owner fails to honor the request, the Association may remove the light at

the Owner's sole cost and expense and without being liable for trespass.

Section 7.19 Mineral Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations shall be conducted from the surface of the Properties, nor shall oil wells or tanks be permitted upon the surface of any part of the Properties. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon the surface of the Properties. Notwithstanding any other provision contained in this Declaration to the contrary, the use of slant or directional drilling for the exploration, investigation, development, prospecting, drilling and mining for and producing oil, gas (including all gases, liquid hydrocarbons, and their respective constituent elements) and all other minerals (whether or not similar to those mentioned), shall be permitted provided that such activities occur at least 200 feet below the surface of the Properties.

Section 7.20 Grading, Drainage and Septic Tanks. The general grading, slope and drainage plan of a Lot may not be altered by any owner of any Lot (through landscaping, adding a pool or otherwise) without the approval of the Municipality and all other appropriate agencies having authority to grant such approval. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any adjacent property without the Owner's consent. Septic tanks and drain fields, other than those installed by or with the consent of the Declarant, are prohibited within the Properties.

Section 7.21 Soil Erosion. Every Owner shall maintain his or her Lot so as to prevent any soil, dirt or debris from flowing, eroding or otherwise being deposited onto, or removed from, any adjacent property, street, alley or Common Properties. Each Owner shall be responsible for cleaning up any soil, dirt or debris that is deposited onto any adjacent property, street, alley or Common Properties and shall reimburse the Association or adjacent property owner for all costs incurred by them in cleaning up any such soil, dirt or debris.

Section 7.22 Accessory Buildings. One (1) accessory building may be allowed on each Lot, subject to the Committee's approval. An accessory building must not exceed six feet (6') in height and the use of an accessory building must be incidental to that of the main building on the Lot. All accessory buildings must be substantially the same color as the Single Family Residence, including, but not limited to, siding, brick and shingles.

Section 7.23 Garbage and Trash Collection. All garbage (except oversize brush and bulky trash) shall be kept in plastic bags or other containers required by (and meeting the specifications of) the Municipality. Each Resident shall observe and comply with any and all regulations or requirements promulgated by the Association and/or the Municipality in connection with the storage and removal of trash and garbage, particularly where the collection point is in front of the Single Family Residence. All garbage cans, above-ground storage tanks, mechanical equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All

rubbish, trash and garbage shall regularly be removed from the Properties and shall not be allowed to accumulate.

Section 7.24 Subdivision and Time Sharing. No Lot shall be subdivided into two or more Lots, nor shall two or more Lots be combined into a single Lot, nor shall a Lot have its boundary lines changed after a subdivision plat including such Lot has been approved and recorded except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to subdivide, change the boundary line of and replat any Lot(s) owned by Declarant. Notwithstanding the combination of two or more Lots into a single Lot, the Owner of the combined Lot(s) shall be obligated to pay the Annual Assessment, or any Special Assessment, based upon the number of Lots originally comprising the Lot as shown on the original approved and recorded plat of the portion of the Properties including such Lots.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 7.25 Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools or spas approved pursuant to Article VI shall not be considered an above-ground pool for the purposes of this Section.

Section 7.26 Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, lakes, wetlands or other surface water within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the Board or its designee. However, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility. All private wells shall be subject to approval in accordance with Article VI of this Declaration.

Section 7.27 Removal of Plants and Trees. An Owner may remove trees or shrubs from his or her Lot without the prior approval of the Committee.

Section 7.28 Artificial Lakes, Exterior Sculpture and Similar Items. No artificial lakes, vegetation, exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments, or similar items, shall be permitted without the prior approval of the Committee. Permanent or temporary flagpoles and flags are permitted provided that they comply with the Design Guidelines.

Section 7.29 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee pursuant to Article VI hereof. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Lot.