

5100- OFFICIAL RECORDS DECLARATION OF 1244 70

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

BRIAR VILLA, SECTION TWO

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

This Declaration, made on the date hereinafter set forth by Briar Villa Joint Venture, a Joint Venture, comprised of The Loggins Corporation -2, a Texas Corporation, and Texas Southwest Development Corp., a Texas Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H

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WHEREAS, Declarant is the Owner of that certain Property known as Briar Villa, Section Two, a Subdivision in Fort Bend County, Texas, described as follows: All Lots in Briar Villa, Section Two, Subdivision, Fort Bend County, Texas, according to the Map or Plat thereof, recorded on Slide Number 571 B, April 11, 1983, in the Map Records of Fort Bend County.

WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Briar Villa, Section Two, in order to establish a uniform plan for the development, improvement and sale of such Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots in said Subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon those above described Lots in Briar Villa, Section Two, and declares the following Reservations, Easements, Restrictions, Covenants, and Conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

Reservations, Exceptions and Dedications

Section 1. Recorded Subdivision Maps of the Properties. The recorded Subdivision maps of the Properties dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded Subdivision maps of the Properties further establish certain Restrictions applicable to the Properties including without limitation certain minimum setback lines, and all dedications, limitations, Restrictions and Reservations shown on the recorded plats or replats of the Subdivision are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every Contract, Deed or Conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way shown as on the recorded Subdivision maps of the Properties for the purpose of constructing, maintaining and repairing system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across and/or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees, or flowers or any other Property of the Owner of the land covered by said easements.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by Contract, Deed or other Conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their Property which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

Section 1. Single Family Detached, Single Family Zero Lot Line Detached or Single Family Zero Lot Line Attached, Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling unit, one detached zero Lot line unit or one attached zero Lot line residential family dwelling unit used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a plotted Lot shall have an attached or detached garage or carport or off street parking for one (1) or more cars, but not more than three (3) cars; provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot (in lieu of or in addition to a garage and/or for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

Section 2. Minimum Square Footage Within Improvements. Those Lots described above as shown on the plat of Briar Villa, Section Two, are restricted to a single family detached dwelling with a minimum of 700 square feet, or a detached zero Lot line dwelling with a minimum of 700 square feet or an attached zero Lot line dwelling with a minimum of 700 square feet of livable area, exclusive of open porches and garages, carports or parking spaces.

Section 3. Location of Residence on Lot. No building shall be located on any Lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the recorded plat. For the purposes of this Covenant, eaves, steps, patios and open porches shall not be considered as part of the building, provided, however, that this

shall not be allowed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these Restrictions, the front of each Lot shall coincide with and be the Property line having the smallest dimension abutting a street. The Architectural Control Committee shall be empowered to grant exceptions for minor variances, up to one (1) foot in any direction in house locations. It shall be the intention of this Covenant to allow placement of residential structures at the option of Declarant or any entity constructing a dwelling on any Lot known and defined as:

1. Standard Single Family Residence Option. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than five (5) feet from either side Property line except that on all corner Lots no structure shall be erected nearer than ten (10) feet from the side line abutting a street. No dwelling shall be located along the rear lot line. A resident or appurtenance lot line, provided that the construction on the adjacent lot is complete and such residence shall be not closer than seven (7) feet from the same interior Lot line.

2. Zero Lot Line Option.

(a) Placement. The front building setback line shall be as hereinabove required. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure shall be constructed adjacent to and abutting a side Lot line. Such side Lot line where there is such construction shall be hereinafter referred to as the "Zero Lot Line". Provided, however, that an open court or patio may be built adjacent and abutting the aforementioned Zero Lot Line, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of eight (8) feet. This wall must, as is the case with the residence wall, be constructed adjacent to the abutting Zero Lot Line and enclose the court or patio in such manner as to appear to be an extension of the residence dwelling. The Zero Lot Line walls have no exterior objects or appurtenances such as, for example, there shall be no electric panels, vents, plumbing clean outs, windows or openings of any kind unless such Zero Lot Line side is on the street side of a corner Lot. If the Zero Lot Line side is on the street side of a corner Lot, normal openings and exterior appurtenance may be constructed on the dwelling abutting the Zero Lot Line. Provided, however, the roof overhang and the attached guttering of the Zero Lot Line dwelling may extend and encroach over the Zero Lot Line for a distance not to exceed twenty-four (24) inches. There is hereby established a six (6) foot minimum distance between the Zero Lot Line and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any Utility Easement along the rear Lot line.

(b) Zero Lot Line Access Easement. Upon the election by Declarant, its successors and/or assigns of the Zero Lot Line Option as evidenced by completion on a Lot of construction of any residence complying therewith, each such Lot shall have a five (5) foot access easement extending the entire depth of the Lot from front to back abutting and parallel to the Zero Lot Line wall, over, on and across the adjacent Lot, for the construction repair and maintenance of improvements located on the Zero Lot Line. Conditions and use of the Zero Lot Line Access Easement are hereby declared and established by and between the owner of the Zero Lot Line Lot and the Owner of the adjacent Lot, which shall be covenants running with the land and binding both of the above mentioned Owners and all of the respective heirs and assigns forever; to-wit:

- (1) The Zero Lot Line Owner must replace any landscaping, land-scaping or other items on the adjacent Lot that he may disturb during construction, repair or maintenance.
- (ii) This easement, when used by the Zero Lot Line Lot Owner for such construction, repair or maintenance, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced.
- (iii) The Zero Lot Line Lot Owner must notify the Owner of the adjacent Lot of his intent to do any construction, repair or maintenance upon the Zero Lot Line wall at least twenty-four (24) hours prior to starting any work, with the hours that such access easement may be utilized being between 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday.
- (iv) Both the Zero Lot Line Lot Owner and the adjacent Lot Owner shall have the right of surface drainage over, along and upon the access easement area. Neither Owner shall use the access easement area in such a manner as will interfere with such drainage.
- (v) Neither Owner shall attach any object to the Zero Lot Line wall, fencing onto any access easement area and the Owner of the adjacent Lot will not use the Zero Lot Line wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the access easement area by either Owner, except the roof overhang and guttering as provided for above, and a fence by the Owner of the adjacent Lot, which allows drainage; however, access to the access easement must be preserved for the Owner of the Zero Lot Line Lot.

3. Side Yard Concept Option.

- (a) Placement. The front building setback line shall be as hereinabove required. The residence dwelling shall not be located on the Lot nearer than three (3) feet from either side Property line except than ten (10) deep from the side Lot line abutting a street and shall be not nearer than five (5) feet on the other side Lot line of such corner Lot. Each residence dwelling shall be designed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the residence structure, hereinafter called the Side Yard Wall, shall be constructed adjacent to and three (3) feet from the side Lot line. The three (3) foot area bounded by the Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Side Yard Land Maintenance Easement". Provided however, that an open court or patio may be built to the residence structure adjacent and abutting the aforementioned Side Yard Land Maintenance Easement and within the Side Yard Wall area, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, as in the case as in the Side Yard Wall, be constructed adjacent to and abutting in such manner as to complement the residence dwelling. The Side Yard Wall shall have no exterior objects or appurtenances such as, for example, electric panels, vents, plumbing cleanouts, windows of any kind unless such Side Yard Wall is on the street side of a corner Lot. If, on the street side of a

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co Lot, regular openings may be constructed on such dwelling abutting the street side Lot line. There must be a minimum distance of six (6) feet between the Side Yard Wall and the residence dwelling situated upon the adjoining Lot. No dwelling shall be located on any Lot within any rear Lot Utility Easement.

(b) Side Yard Land Maintenance Easement. The following terms, conditions and uses of the Side Yard Land Maintenance Easement are hereby declared and established by the Owner of said Side Yard Wall Lot and the Owner of the adjacent Lot, which terms shall be a covenant running with the land and binding both of the mentioned Owners and all of the respective heirs and assigns forever:

(i) The Side Yard Land Maintenance Easement (herein called the easement area) may be used by either Owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or the easement area. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise to protect an adjoining Owner's Lot or the easement area from water running off of such Owner's roof onto an adjoining owner's Lot or onto the easement area and no Owner shall have liability or otherwise be responsible to any other Owner for any loss, expense or damage resulting from such roof run-off.

(ii) The Owner of the adjacent Lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the purposes of maintaining the lawn and/or other landscaping located within such easement area which maintenance shall be the obligation of the adjacent Lot Owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 5 and other applicable provisions of these Restrictions.

(iii) The Owner of the Side Yard Wall Lot, upon twenty-four (24) hours notice to the adjacent Lot Owner shall have the right of entry unto the easement area between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday for the sole purposes of maintenance, painting, repairing and rebuilding of the Side Yard Wall or foundation and fencing which is situated adjacent to and abutting the easement area.

(iv) The Owner of the Side Yard Wall Lot must replace any fencing, landscape or other item on the easement area or the adjacent Lot that he may disturb during such maintenance or repair of Side Yard Wall.

(v) Neither Owner shall attach any object to the side of the Side Yard Wall abutting the easement area and the adjacent Lot Owner will not use the Side Yard Wall as a playing surface for any sport. In addition, no structure shall be constructed or placed upon the easement area by either Owner, except that the Owner of the adjacent Lot may construct a fence, which allows drainage; however, access to the easement area must be preserved for the Owner of the Side Yard Wall Lot.

(vi) The Owner of the adjacent Lot shall indemnify and hold harmless the Owner of the Side Yard Wall Lot against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the easement by the Owner of the adjacent Lot, his licenses or invitees.

- (vii) It is recognized by Declarant that the Side Yard Concept Option is best suited for regularly shaped adjoining Lots and that if such option is exercised on adjoining irregularly shaped Lots, such as those common to Lots located on either a cul-de-sac or Lots on a curved street, that a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Side Yard Land Maintenance Easement. Accordingly, Declarant hereby reserves and retains the right unto itself, its successors and those who purchase Lots directly from it, to vary the Side Yard Land Maintenance Easement on Lots in the addition which are irregularly shaped and upon which the Side Yard Concept Option is exercised. The variance, if any, will be accomplished in the convenience from either the Declarant or its successors or those who purchase Lots directly from it so as to clearly identify of record the variance involved. All Owners of Lots so involved will be requested to join in and consent to such variance, if any.

By irregularly shaped Lots, as used herein, is meant a Lot where the front and back Lot lines are not of equal length and side Lot lines are not of equal length.

4. Zero Lot Line Attached (Separate Ownerships of the Two Units).

The buildings to be classified as Zero Lot Line Attached shall, as to Location of Improvements and easements, comply with all provisions of this Article III, Subsection 5(2) above. The distinguishing feature between Zero Lot Line and Zero Lot Line Attached is that the latter shall have two (2) separate owners of the building involved. The conveyance to such two (2) owners will reflect that their building is in the Zero Lot Line Attached category. In addition to compliance with the provisions of this Article III Subsection 5 (2), the Zero Lot Line Attached Lots shall be subject to the following, to-wit:

- (a) Each building shall contain two (2) units. The conveyance will be by field note description and/or recorded plat, with the property line to be along the common wall between the units, extended to the front and back lot lines. The owners of each building shall be jointly responsible for the maintenance of the exterior of their building. No change of paint, brick, or roof color will be permitted without approval by the Architectural Control Committee. No maintenance, repairs or painting shall be done by one owner without the consent of the other owner. Each owner shall have one vote in all matters of exterior maintenances, repairs and painting, and the cost of these repairs and painting. If the owners cannot agree on the maintenance, repairs, and painting of their building, then the owner that deems that the work needs to be accomplished shall prepare a written description and cost of the work to be accomplished for the Architectural Control Committee which shall rule on the need for accomplishing the work, if the work is required. Such committee's ruling shall be binding on both owners.
- (b) General Rules of Law to Apply. Each wall and roof which is built as a part of the original construction of the Zero Lot Line Attached building upon the Properties shall be constructed according to prevailing City and/or County fire codes, and placed on the dividing line between the lots shall constitute a common wall and roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law as applied by the Courts of the State of Texas regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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- (c) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall or roof shall be shared by the owners who make use of the wall and roof equally.
- Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any owner who has used the wall or roof may restore it, and if the owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for larger contributions from the other under any rule or law regarding liability for negligent or willful acts or omissions. In addition, for attached Zero Lot Line buildings, the total exterior of both properties must be completely restored to their original condition before the destruction that resulted from fire or other casualty.
- (d) Weatherproofing. Notwithstanding any other provisions of this Article, and owner who, by his negligent or willful act, causes bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs With Land. The right of any owner to appurtenant from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, the Architectural Control Committee, as set forth herein, shall have a full and complete authority in handling said dispute and the decision of the Architectural Control Committee shall be final. The decision of the Architectural Control Committee must be rendered on or before sixty (60) days following written notification to the Architectural Control Committee by one or both Property owners involved.

Section 4. Type of Construction. Exterior walls may be of masonry brick, wood or other suitable material approved by the Committee. No garage, carport or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Committee. Every garage, carport or permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. All exterior wood shall receive at least two coats of paint at the time of construction, unless such exterior wood is of redwood or cedar material.

Section 5. Composite Building Site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at

Any such resulting building site shall have a frontage at the building setback line of not less than forty (40) feet.

Section 6. Lot 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. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. 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. 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.

Section 7. Enforcement of Exterior Maintenance. In the event of violation of any Covenant or Restriction herein by the Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and

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restore the Lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Texas, shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the lien herein retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 8. Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time the construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the Property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.

Section 9. Mailboxes. Mailboxes and house numbers will be initially provided by the builder, whether required by the local postal authority to be located in a centralized area or located on the individual Lot. Mailboxes, house numbers, and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community.

Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles.

No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up trucks with attached bed campers, that are in operating condition, having current license plates and inspection sticker, and are in daily use as motor vehicles on the streets and highways of the State of Texas.

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

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

Section 11. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on 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 or may become, an annoyance or a nuisance to the neighborhood. 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 12. Use of Temporary Structures. No structure of a temporary character, whether recreation 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; provided, however, that Declarant reserves the exclusion right to erect, place and maintain such facilities in or upon any of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

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Builders of the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must have been converted to a garage.

Section 13. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to the curb two (2) feet from the Property line along the entire fronts of all Lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the Property line along the entire side of all corner Lots. The plans for each residential building on each of said Lots shall include plans and specifications for such sidewalks and same shall be constructed and completed before the main residence is occupied.

Section 14. Curb Ramps. If required by applicable federal, state or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 15. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the street occasioned by connecting the driveway thereto.

Section 16. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street Property lines and a line connecting them at points ten (10) 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 17. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, walls or fences shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall or hedge shall be more than eight (8) feet in height. All fences must be constructed of ornamental iron, wood or masonry at least six (6) feet in height, and

no chain fences shall be placed on any Lot without the express prior approval in writing of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such chain link fence is not visible from any street.

Section 18. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. 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.

Section 19. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each type of pet will be permitted on each Lot. 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, pet must be kept on a leash at all times. It is the Owners responsibility to keep the Lot clean and free of pet debris.

Section 20. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot that is visible from the side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the main residential structure on said Lot, nor be located behind the back building line of said Lot. No antenna or wires shall be visible from the street which runs in front on said Lot.

Section 21. Signs. No signs, billboards, posters or advertising devices of any kind shall be permitted on any Lot without prior written consent of the Architectural Control Committee other than (a) one sign not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent, and (b) one sign of not more than six (6) square feet to identify the particular Lot as may be required by FHA or VA during the period of actual construction of a single family residential structure thereon. The right is reserved by Declarant to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.