

one sign of not more than five square feet (5 s.f.) advertising the Lot for sale or rent, including signs used by a builder to advertise the Lot during the construction or sale of a new dwelling. This restriction shall also apply to all entrance esplanades and the areas along any street in the Subdivision. No signs of any sort may be attached to trees or to any structure or in windows. The Board of Trustees of the LAKEWOOD FOREST FUND, INC. and/or its agent shall have the right to remove any signs not complying with the provisions of this section, and in doing so, the Board of Trustees of the LAKEWOOD FOREST Fund INC. or its agents shall not be liable, and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

It is further expressly provided that in no event shall the use of flags or banners be permitted in the promotion, sale or rental of any residence or Lot in the Subdivision.

Section 12. Oil and Mining Operations. No oil or gas drilling, oil or gas development operations or refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use and boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Livestock. Poultry. Reptiles and Insects. No animals, livestock, rabbits, sheep, goats, swine, reptiles, insects or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the Owner of such Lots, and provided that such pets are not allowed to roam or wander unleashed in the neighborhood and provided that such pets shall not become a nuisance or annoyance to other Lot Owners in the neighborhood. Regardless of the number, size or type of household pets, such pets shall not be permitted to constitute an undesirable noise or odor nuisance. Excessive barking by dogs, especially between the hours of 10:00 o'clock p.m. and 7:00 o'clock a.m., shall constitute a nuisance per se and the Board of Trustees of the LAKEWOOD FOREST FUND, INC. shall have authority to abate such nuisance by injunctive action or other legal remedies. All animals shall be kept confined inside an enclosed area by their owner and shall not be outside the enclosure except on a leash. No horses shall be kept or stabled on any such Lots. The Board of Trustees of the LAKEWOOD FOREST FUND, INC. shall have the right to limit the number and variety of household pets and shall, in its sole discretion, determine whether the activities of such pets constitute a nuisance or annoyance to other Lot Owners. The Board of Trustees of the FUND shall have the further right to establish regulations providing for the control of pets.

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Section 14. Storage and Disposal of Garbage and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material and such rubbish shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Trash, garbage or other waste shall be kept screened by adequate planting or fencing or in the garage and shall not be kept in an area which extends beyond the front setback line or the front or the side setback lines on a corner Lot and must be concealed from public view, except on the regularly scheduled collection days. All garbage and waste substances being kept temporarily on a Lot pending collection thereof shall be kept in closed sanitary containers with tops or lids, or in plastic bags with the tops thereof tied. All containers, bags or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

No Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction and 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 time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

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There is reserved in favor of the Board of Trustees of the LAKEWOOD FOREST FUND, INC. the determination of the method of garbage disposal as to whether it shall be through public authority or through private garbage collection contractor(s). Said Board shall also be authorized to promulgate rules and guidelines for storage and pickup of garbage, such as back door pickup and type of garbage container. The said Board shall also have the authority to determine the size and type of waste containers, the screening or enclosure thereof, the temporary location of such containers and plastic bags pending collection and the period of time such containers or bags may be situated at such temporary location.

The dumping of rubbish, trash, garbage or other waste materials on vacant Lots is prohibited.

It is further provided that there shall be no burning of trash or leaves at any time in the Subdivision; provided, however, that this section shall not preclude the use of a barbecue grill or other type of grill which is reasonable in size, operated in a reasonable manner, and operated at reasonable times.

Section 15. Water and Sewage Disposal Systems. No individual water supply or sewage disposal system shall be permitted on any Lot. No water well, outside toilets, privy, cesspool, septic tank or other individual water or sewage system shall be constructed, utilized or maintained on any Lot, and each Lot Owner must use the water

and sewer services provided until such time as those services are provided by the appropriate state, county, municipal or other governmental authorities.

Section 16. Visual Obstruction at the Intersections of Streets. No object or thing that obstructs sight lines and elevations between two feet (2') and six feet (6') above the surface of the streets or roadways within the triangular areas formed by the intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street property lines or extensions thereon shall be placed, planted or permitted to remain on any corner Lot. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway. No vehicles may be parked in driveways on corner Lots in such a manner as to obstruct sight lines at intersecting streets; provided further that the provisions of section 26 of this Article shall be controlling. No tree shall be permitted to remain at such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence, wall, tree, hedge or planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic. The decision by the Board of Trustees of the LAKEWOOD FOREST FUND, INC. as to what constitutes such obstruction shall be final and the Lakewood Forest Fund, Inc. shall be vested with authority to remove such obstruction without liability to the Lot Owner in trespass or otherwise.

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Section 17. Easement for Surface Drainage. No wall, fence, structure, hedge, trees, shrubs or other obstacles shall be constructed so as to prevent natural surface drainage across the adjoining Lots. Within these slope controlled areas, no structure, planting or other materials shall be placed or permitted to remain or other activity undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope controlled areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot (except for those improvements for which a utility company is responsible) in such a manner to comply with this restriction so as not to cause harm or interference with the natural surface drainage of any adjoining Lots. The Architectural Control Committee shall take surface drainage into consideration when considering the location of any structure, fence, pool, etc.

Section 18. Sidewalks. No sidewalks shall be constructed or maintained without the prior written approval of the Board of Trustees of the LAKEWOOD FOREST FUND, INC., and the Board of Trustees of the LAKEWOOD FOREST FUND, INC. shall have the sole authority to determine the location and type of construction of any sidewalks within the Subdivision. Sidewalks shall be defined as walks or raised paths, constructed of concrete or other paved materials, which are parallel to the abutting street and forward of the front or side building line of the Lot nearer than fifteen feet (15') of the abutting street. Notwithstanding the above, the Board of Trustees of the

LAKEWOOD FOREST FUND, INC. shall have no authority to require any Lot Owner to construct a sidewalk or to take any portion of Property by eminent domain or otherwise to construct such sidewalks. All permitted sidewalks shall have curb ramps at all crosswalks as required by 23 U.S.C.A. 5402(b)(1)(F) and all curb ramps shall be constructed in accordance with specifications provided by the Engineering Department of Harris County, Texas.

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Section 19. Composite Building Site. Any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with a privilege of placing or constructing improvements on such resulting sites in which case setback lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the Lots in the same block. Notwithstanding the above, it is expressly provided that no such consolidation of Lots as provided hereinabove shall be permitted without the prior written approval of the Architectural Control Committee.

Section 20. Land Near Parks and Water Courses. No building shall be placed nor shall any material or rubbish be placed or stored on any Lot within twenty feet (20') of the property line of any park or edge of any open water course.

Section 21. Windows Facing Streets. No windows facing or visible from the street shall be covered with newspapers, aluminum foil or other unsightly materials.

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Sheets may be placed upon a window only temporarily for a period not to exceed sixty (60) days from the date of the occupancy of the house. No windows, including those in garages, shall be painted.

Section 22. Cutting Weeds and Drainage. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. All damaged, diseased beyond repair and/or dead trees shall be cut and removed from the Lot. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. It shall be strictly prohibited to pour oil, gasoline, grease or other petroleum products or substances into any drainage culvert or to otherwise place into any such drainage culvert any objects which might obstruct drainage. Any bridge or culvert constructed over property line and ditches shall be of concrete pipe and a minimum of eighteen inches (18") in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

Section 23. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all grass and weeds thereon cut in a sanitary, healthful and attractive manner 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) or permit the accumulation of garbage, trash or rubbish of any kind thereon. Every Owner of a Lot by the acceptance of a deed for the same, or by

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acceptance of title as devisee or heir, covenants that he, she or it will not permit the Lot or any improvements thereon, including, but not limited to, the grass, shrubs, trees, driveways, walks and fences thereon, to be otherwise maintained than in good repair and in safe, neat and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises. It shall be the Lot Owner's responsibility to keep the lawn abutting the street on his property line properly edged and to remove any dead limbs or trees which are either unsightly or which are a danger to other property owners.

Except for driveways and walkways constructed by the original builder of the dwelling, no part of the front Lot between the street adjoining the Lot and the front and/or side building line shall be paved or covered with any other hardened surface (including concrete and rocks) without the prior written approval of the Board of Trustees of the LAKEWOOD FOREST FUND, INC. and the Architectural Control Committee. It is the intent of this paragraph that within the area defined above only grass, decorative landscaping, trees and associated bordering shall be installed, constructed and/or maintained.

The drying of clothes in public view is prohibited, and the Owner or occupants of any Lot shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view, and from the view of neighboring Lots. Similarly, all yard equipment, wood piles or storage piles shall be kept screened by a service yard or

other similar facilities so as to conceal them from public view of neighboring Lots, streets or other Properties.

All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve their attractiveness.

In the event that any Owner shall fail to maintain his Lot in accordance with the provisions contained in this section and in the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, and, in the judgment of the Board of Trustees of LAKEWOOD FOREST FUND, INC., should same result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Lots or should it constitute a hazard to persons or property, the Board of Trustees of LAKEWOOD FOREST FUND, INC., or its deed restriction committee, may give notice of such condition to the Owner of the Lot, demanding that such conditions be abated within ten (10) days from the date the notice is sent. The notice sent by the Board of Trustees of LAKEWOOD FOREST FUND, INC. shall set forth the action intended to be taken by the Board of Trustees of LAKEWOOD FOREST FUND, INC.

The LAKEWOOD FOREST FUND, INC. shall have the right to take any action necessary or desirable in the opinion of the Board of Trustees of LAKEWOOD FOREST FUND, INC. to place the subject Lot in a neat, attractive and safe condition consistent with the intention of this section, including, but not limited to, mowing the

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grass; edging the lawn; removing any garbage, debris, trash, weeds or other unsightly or dangerous objects; removing, trimming or pruning any tree, hedge or planting that, in the opinion of the Board of Trustees of LAKEWOOD FOREST FUND, INC. by reason of its appearance, height, location, condition or the manner in which it has been allowed to grow, is detrimental to the enjoyment of adjoining Lots, is unattractive in appearance, or is a safety hazard to persons or property; to repair or paint any fence on a Lot which fence is out of repair or not in conformity with these restrictions; and/or removing any unauthorized signs or structures from the Lot.

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If the Owner or occupant of the Lot does not rectify the condition by the end of such ten (10) day period, the Board of Trustees of LAKEWOOD FOREST FUND, INC., although not obligated to do so, may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing or cause such work to be performed as is necessary upon the Lot to rectify the condition or as necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the costs of such work. The costs of such services shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subjected under these covenants, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in these covenants. The payment for any work performed pursuant to this

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paragraph shall be due upon presentation to the Owner, either in person or by regular mail, of the Fund's invoice therefor. Default in the prompt and full payment within ten (10) days from the date the invoice is sent to the owner shall entitle the Board of Trustees of LAKEWOOD FOREST FUND, INC. to eighteen percent (18%) interest per annum or the maximum rate of interest allowed by law on the amount due from the date of the invoice, which interest shall also constitute a mechanic's lien upon the Lot and an obligation of the Owner therefor. Said sum may be added to the Owner's assessment account and the Fund may exercise all available collection remedies therefor pursuant to Article V of this Declaration.

For the purpose of performing the necessary exterior work, after expiration of the notice period required above, the Board of Trustees of LAKEWOOD FOREST FUND, INC., through its authorized agents, servants, employees or contractors, shall have the right to enter upon any Lot within the Subdivision at reasonable hours (between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.), on any days except Sundays and legal holidays. Such entry shall, however, require a majority vote of the Board of Trustees of LAKEWOOD FOREST FUND, INC.

Section 24. Nuisances and Annoyances. No noxious or offensive activity shall be carried on upon any Lot or in the common area, nor shall anything be done thereon which may be or become any annoyance or nuisance to the other Lot Owners. No Lot shall be used, in whole or in part, for the storage of rubbish of any character

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whatsoever, nor for the storage of any property or thing that might cause such Lot, appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. No activity shall be carried on upon any Lot or in the common area which might reasonably be considered as giving annoyance to the neighbors or other Owners of ordinary sensibilities or which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity may be in a nature of a hobby and not carried on for profit.

Stereos, hi-fis, radios, car radios and stereos, outside stereos and speakers, and other devices or equipment used for transmitting or receiving radio signals or electric signals, and televisions shall be maintained or used at such volume or decibel level as to not disturb the peace, quiet, comfort or serenity of adjoining Lot Owners, and the use of same at such volume or decibel level and/or at unreasonable times shall constitute a nuisance per se.

The use of fireworks, including, but not limited to, bottle rockets, sky rockets or firecrackers, shall be strictly prohibited and shall be deemed a nuisance per se.

Except in an emergency or when other unusual circumstances exist, as determined by the Board of Trustees of LAKEWOOD FOREST FUND, INC., outside

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construction work or noisy interior construction work shall be permitted only after 7:00 o'clock a.m. and before 9:00 o'clock p.m.

No repair work, dismantling or assembling of motor vehicles or of any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the common areas, other than of a temporary nature, but in no event for a period greater than twenty-four (24) hours. No automobiles or other vehicles shall be placed or maintained on blocks even on a temporary basis. Automobiles or other vehicles which are determined to be in violation of this paragraph shall be subject to towaway and the Board of Trustees of LAKEWOOD FOREST FUND, INC., its agents or employees shall be relieved of all liability in taking such action. The Board may also seeking all legal remedies permitted by law, including injunctive relief.

The operation of dirt bikes, three-wheel vehicles, go-carts or similar vehicles is strictly prohibited and shall not be permitted in the Subdivision, and the operation of such a vehicle shall constitute a nuisance per se.

Section 25. Obstruction of Common Area. There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the Board of Trustees of LAKEWOOD FOREST FUND, INC. Nothing shall be done or kept in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Board of Trustees of

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LAKEWOOD FOREST FUND, INC. No Lot Owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance for any part of the common area, or which would be in violation of law. No waste shall be placed in or on the common areas.

Section 26. Repair of Damaged or Destroyed Property. The following restrictions shall apply to damaged or destroyed houses and other structures:

- (a) In the event of damage or destruction by fire or other casualty of any house or any other structure covered by insurance written in the name of an individual Owner or builder, said Owner or builder shall, with the concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of such house or other property in a good and workmanlike manner in conformance with the original plans and specifications of said house or in a manner approved by the Architectural Control Committee. If, for any reason whatsoever, such Owner shall refuse or fail to so contract to repair and rebuild any or all of the damage to such house or other property within thirty (30) days from the date of his receipt of the insurance proceeds, regardless of whether or not the insurance proceeds are sufficient to pay all costs of repair and restoration, or shall fail to complete the said repairs or rebuilding within one hundred eighty (180) days from the receipt of the insurance proceeds, the LAKEWOOD

HOLD FOR TEXAS AMERICAN TITLE COMPANY

FOREST FUND, INC., by and through its Board of Trustees, is hereby irrevocably authorized by such Owner to repair and rebuild any such house or other property in a good and workmanlike manner in conformance with the original plans and specifications or in a manner approved by the Architectural Control Committee. The Owner shall then promptly repay the LAKEWOOD FOREST FUND, INC. the amount actually expended for such repairs plus interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, and the LAKEWOOD FOREST FUND, INC. shall have a lien securing payment of said amount and the property shall be subject to foreclosure as herein provided. The provisions of this paragraph shall create a right, but not a duty or obligation to perform such repairs or rebuilding on the part of the LAKEWOOD FOREST FUND, INC.

- (b) In the case of a residence or other structure being completely destroyed beyond repair, the house or other structure shall be reduced to the slab and all debris and remainder of the structure shall be removed within a reasonable time not to exceed ninety (90) days from the date of the destruction. The Board of Trustees of the FUND shall also be authorized, but not required, to have the slab removed.

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Section 27. Vehicles and Vehicle Parking. No motor homes, boats, trucks, campers, boat rigging, boat trailers, house trailers, mobile homes, truck cabs, detached camper tops, recreational vehicles (RVs), commercial vehicles, any vehicles with commercial logos or signs, any inoperative vehicles, any self-propelled or towable equipment or machine, automobiles, vans or other vehicles shall be stored, parked or kept on any Lot unless they are placed or parked in the garage of the homeowner with the garage door completely closed or unless they are only temporarily (for a period not to exceed six hours) parked or placed on the driveway no closer to the street than the building front setback line as shown on the recorded plat of the Subdivision. It is the intent of this section that no such vehicles shall ever be parked on any street or driveway or other portion of the Lot exposed to public view, except for temporary parking incident to the contemporaneous use of such vehicle, nor shall same be left parked on any Lot unless parked inside the garage or otherwise obscured from general view by some type of screening or fencing approved by the Board of Trustees of LAKEWOOD FOREST FUND, INC., and this section shall be strictly construed for that purpose. No inoperative vehicle (inoperative being defined as not in running or usable condition or not licensed, inspected and/or insured so as to be legally driven on the streets and highways of the State of Texas) may be parked or stored on any Lot or in any street at any time unless stored in a garage. The parking of any automobile vehicle or other vehicle on road shoulders or on the streets bordering any Lot either overnight or for a period longer than six hours is strictly prohibited. No vehicle of any type shall be permitted to park on unpaved surfaces, such as yards, of any Lot at any time.

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Mobile homes shall be prohibited on any Lot, whether or not the wheels are attached.

No vehicle of the Lot Owner, his family, guests and invitees, shall be parked on streets or driveways so as to obstruct ingress and egress by the owners of other Lots, their families, guests and invitees except for the reasonable needs of emergency. No vehicle may be parked so as to obstruct postal delivery or to constitute a safety or traffic hazard.

At no times shall any house trailer, or any truck, trailer or commercial vehicles having a rated load capacity in excess of one (1) ton, ever be parked overnight or stored on any residential Lot nor shall any such house trailer, etc., be parked on any street in the Subdivision at any time other than as may be reasonably required incident to construction work on or delivery or pickup of goods, wares, property or materials to or from a Lot in the Subdivision.

In those cases in which there are not sufficient parking spaces in the garage for all vehicles owned by the Lot Owners and the members of his family actually residing on the Lot, automobiles may be parked on the driveway of the Lot no closer to the street than the building front setback line or side setback line for corner Lots as shown on the recorded plat of the Subdivision. The number of available parking spaces in the

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garage shall be determined by the provisions of section 7 of this Article. The exception contained in this paragraph as to automobiles shall not apply to other vehicles, trailers, campers, boats, etc., enumerated in the first paragraph of this section.

Section 28. Brick Walls and Entrances. Brick walls, entrance esplanades or entrance signs when built by the Developer- shall become the property of the Lakewood FOREST FUND, INC., and an easement to maintain said brick walls is hereby retained for the purpose of maintenance. Said walls shall not be altered, replaced or repaired without approval of the Board of Trustees of the LAKEWOOD FOREST FUND, INC. No structures or other objects may be attached to or placed on such brick walls, entrance esplanades or entrance signs without the prior written approval of the Board of Trustees of the LAKEWOOD FOREST FUND, INC., and the Board shall be vested with authority to remove, without any liability to the Lot Owner, any structures or objects deemed by the Board to be in violation of this section.

Section 29. Nondiscrimination. No action shall at any time be taken by the Board of Trustees of LAKEWOOD FOREST FUND, INC. which in any manner would discriminate against any Lot Owner or Owners in favor of any other Lot Owners.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

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Section 1. Duties of Architectural Control Committee. No building, fence, wall, driveway, sidewalk, swimming pool, gazebo, structural flag pole, satellite dish, windmill, solar panel or any other structures or improvements shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereon be made to any residential building site or Lot, until the construction plans, specifications and drawings (showing the front elevation) have been approved by the Architectural Control Committee. Prior to the pouring of the slab, and after the forming, a slab survey shall be supplied to the Committee as to use, quality of workmanship and materials, as to conformity in harmony with the exterior design of the existing structures in Lakewood Forest, and as to location of building and improvements with respect to topography and finished grade elevation.

The person or entity seeking a variance or other proposed action shall first submit to the Committee a preliminary site plan showing all uses and dimensions of the proposed building, structure or other improvement in relation to other structures on the Lot and on adjoining Lots or properties and any other details which the Committee may require. After the preliminary site plan has been approved (with or without modifications or conditions) by the Committee, the final working plans and specifications for the work shown on the preliminary site plan and schematic plan shall then be submitted to the

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Committee. The Committee shall examine the final working plans and specifications to determine whether they fully comply with these covenants and whether the proposed structure, building or other improvement is in harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures and topography.

The final working plans and specifications shall not be submitted to the Committee until the preliminary site plan and the schematic plan have been approved. The final working plans and specifications shall specify, in such form and under such requirements as the Committee may deem necessary, the structural, mechanical, electrical and plumbing details, and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed structure, building or improvement or alterations thereof. Without limitation of the powers herein granted, the Committee shall have the right to specify a limited number of acceptable exterior materials or finishes that may be used in the construction, alteration or repair of any improvements; the minimum setback lines; the location, height and extent of fences, walls or other screening devices; and the orientation of structures, buildings or other improvements with respect to streets and structures on adjacent Properties or Lots. Any deviations from the final working plans and specifications, even after construction is commenced, must be approved by the Committee prior to completion of construction. The Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where in its sole judgment, such deviation will result in a

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more commonly beneficial use. Any approval or disapproval by the Committee of any matter herein required or permitted shall be in writing, and when approval is given, such written approval shall become a part of these restrictions. In granting such approval, the Committee may make that approval subject to the compliance with any modifications in the plans, specifications or drawing or upon other conditions required by the Committee, with such modifications or conditions to be specified in writing.

In considering the harmony of external design between existing structures and the proposed building being erected, or altered, the Architectural Control Committee shall consider the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans. The committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built in the Subdivision. There shall be no review of any action of the Architectural Control Committee. And under no circumstances shall such Committee or its members be subject to any suit by anyone for damages.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) in number, and shall be appointed by the Board of Trustees of the FUND. Any approval or disapproval of any proposed variance or other matter requiring action by the Committee shall be in writing and signed by a majority of the committee. A quorum of two members shall be required for any action. The FUND shall

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be vested with the power to promulgate rules and procedures for appointment of members to said Architectural Control Committee, and to determine their length of term on the Committee and grounds for their removal. There may not be more than two (2) members from any one (1) Section on the Committee.

Section 3. Replacement. In the event of death, removal, expiration of term or resignation of any member or members of said Committee, the Board of Trustees of the FUND shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted. When by death, removal, expiration of term or resignation of members the committee is reduced to only one member, the requirement of a quorum shall be suspended until the Board of Trustees of the FUND shall have appointed one or more successor member or members.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

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Section 5. Variances. These restrictive covenants contain certain provisions whereby the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written requests for and descriptions of the variances requested, plans, specifications, plot plans and samples of material) as it shall deem appropriate, in connection with its consideration of a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval and grant its permission for such variance only by written instrument, addressed to the owner of the Lot(s) relative to which such variance has been requested, expressing the decision of the Architectural Control Committee to permit the variance, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance and describing the applicable conditions on which the variance has been approved, and signed by a majority of the members of the Architectural Control Committee.

Any request for a variance shall be deemed to have been disapproved for the purpose hereof in the event that either: (a) written notice of disapproval is sent from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to approve the request for the variance. In the event that the Architectural Control Committee or any successor to the authority thereof shall not then be functioning,

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and/or the term of the Architectural Control Committee shall have expired and the FUND shall not have appointed a successor to the authority thereof as herein provided, no variances from the covenants of this restrictive covenant shall be permitted, it being the intention that no variance be available except in the discretion of the Architectural Control Committee in the manner provided herein. The Architectural Control Committee shall have no authority to approve any variances except as provided herein.

Section 6. Notice and Hearing Requirements. The Architectural Control Committee shall give written notice of any proposed or requested variance or other matter contained in section 1 of this Article to the Owners of all Lots adjoining the Lot or Lots on which the variance or other action will affect and to all other persons deemed by the Committee to be affected thereby. Notice shall also be given to the board of Trustees of the FUND. Such notice required by this section shall be given after the final working plans and specifications have been given to the Committee by the person or entity seeking the variance or other proposed action, with such notice to be mailed within ten (10) days of the date that such plans and specifications are submitted to the Committee.

Any Owner of a Lot or other person or entity receiving such notice shall have the right to examine all pertinent information, plans and documents and to request a hearing before the Committee to present evidence and arguments in support, opposition or modification of the variance or other proposed action. Upon request by

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