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DECLARATION OF COVENANTS AND RESTRICTIONS  
LAKEVIEW PLACE

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THAT, WHEREAS, Mac-Carey Properties, Inc., a Texas Corporation acting through its duly authorized officers, hereafter sometimes called Declarant, for the purpose of creating and carrying out a uniform plan for the improvements and sale of Lots in Lakeview Place, an addition in Harris County, Texas, according to the plat thereof recorded at Film Code No. 352028 and File No. N615493 of the Map Records of Harris County, Texas, and Mac-Carey Properties, Inc., is the owner of all the lots in the said subdivision and Mac-Carey Properties desires to restrict the use and development of said property located in Lakeview Place, in order to insure that it will be a quality controlled restricted subdivision:

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NOW, THEREFORE, Mac-Carey Properties, Inc., acting through its duly authorized officers, does hereby impose the following restrictions upon the said property included within Lakeview Place, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning Lots in Lakeview Place, for their benefit and for the benefit of Mac-Carey Properties, inc. and said restrictions shall constitute covenants running with the land and any beneficiary hereunder shall have the right to enforce such restrictions using whatever legal method deemed advisable.

WHEREAS, LAKEWOOD FOREST FUND, INC., a Texas non-profit corporation was organized to enforce the covenants, conditions and restrictions applicable to the Lakeview Place and Declarant and LAKEWOOD FOREST FUND, INC., desire to have LAKEWOOD FOREST FUND, INC. enforce the covenants, conditions and restrictions contained in this Declaration and to annex Lakeview Place within the jurisdiction of LAKEWOOD FOREST FUND, INC.

WHEREAS, deed restrictions have been filed for record applicable to Lakewood Forest Sections 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14 and 15 and Lakewood Forest Patio Homes, Sections 1 and 2 (the "Lakewood Forest Subdivisions"), all of which are subdivisions of land in Harris County, Texas according to the maps or plats thereof.

AND WHEREAS, Lakeview Place is a partial replat of Reserve D, Lakewood Forest Section II and is a part of the Lakewood Forest Subdivision and including any and all common areas to be maintained on Lakeview Place Street right-of-way.

NOW, THEREFORE, Declarant does hereby declare that Lakeview Place shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration as follows:

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ARTICLE*

ARTICLE I  
DEFINITIONS

Section 1. "LAKEWOOD FOREST FUND, INC.", a Texas Nonprofit Corporation,

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includes its officers, agents, successors, assigns, and Board of Trustees, and shall sometimes be referred to as the Association of the FUND.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and excluding those persons or entities holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.

Section 3. "Property" or "Properties" shall mean and refer to all of Lakewood Forest, as same is legally described in the Map Records of the County Clerk's office of Harris County, Texas, for Lakewood Forest Subdivision, and any additions thereto as may hereinafter be brought within the jurisdiction of the Board of Trustees of LAKEWOOD FOREST FUND, INC.

Section 4. "The Subdivision" shall mean and refer to the Properties as defined above and any additional Properties which may hereinafter be brought within the scheme of these restrictive covenants and hereinafter brought within the jurisdiction of the Board of Trustees of LAKEWOOD FOREST FUND, INC.

Section 5. "Lot" and/or "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of the properties, with the exception of (a) reserved tracts, (b) public areas such as parks, parkways and esplanades as shown on any subdivision map or plat, and (c) any common area which is owned by or may be acquired by the FUND.

Section 6. "Common Areas" shall mean all real and personal property which has been or which may be acquired by the LAKEWOOD FOREST FUND, INC., or as platted for the common use and enjoyment of the owners. The term shall be synonymous with "Common Facilities" and "Common Properties".

Section 7. "Architectural Control Committee" shall mean and refer to the Lakewood Forest Architectural Control committee provided for in Article III hereof, and shall sometimes be referred to as the Committee.

Section 8. "Supplemental Declaration" shall mean and refer to any supplemental declaration of covenants and restrictions bringing additional property within the scheme of this declaration under the authority provided in Article I hereof, and/or supplementing these restrictions and covenants.

Section 9. "Member" and/or "Members" shall mean and refer to all those owners who are members of the LAKEWOOD FOREST FUND, INC., together with all the owners in the Subdivision who are members of the LAKEWOOD FOREST FUND, INC., as provided in all other supplemental declarations.

Section 10. "Corner Lot(s)" shall mean and refer to any Lot which abuts on more than one street.

Section 11. "Single Family" and/or "Single Family Dwelling" shall mean residential occupancy by members of a family who are related to each other by blood, adoption, or marriage, or residential occupancy by not more than three

unrelated persons, living together as a single housekeeping unit as distinguished from a group occupying a boarding house, fraternity house, apartment house, commune or multi-family house.

Section 12. "Business" or "Business Purpose" shall mean and include, but not be limited to, any occupation or venture having profit as one of its major aims; any commercial, industrial or professional dealings; any commercial establishment of any sort; any activity which includes one or more employees of any kind, not a member of the family residing on the premises; any establishment frequented by customers; any other activities which are commercial, profit-oriented, industrial, professional or manufacturing in nature and/or which involve the production, manufacturing, trade or sale of goods and services; and/or any non-profit organizations which have one or more employees (as defined above) and/or which are frequented by customers.

Section 13. "Developer" shall refer to Wesley Development Co., a Texas Corporation, its assigns, heirs and successors in interest; Mac-Carey Properties, Inc., a Texas Corporation, its assigns, heirs and successors in interest; and River Oaks Financial Corporation, a Texas Corporation, its assigns, heirs and successors in interest.

Section 14. "Streets" shall include any street, drive, boulevard, road, lane, avenue or any place that is shown on the recorded plat as a thoroughfare.

Section 15. "Detached Residence" or "Detached Dwelling or Structure" shall mean and refer to a living unit no side of which is on a side boundary line of the Lot upon which such living unit is situated.

Section 16. "Available Parking Spaces in a Garage" shall mean the total number of vehicles which could be parked or stored in a garage if the garage were completely unobstructed.

Section 17. "Record Owner" shall mean the Owner, as defined in section 2, of a Lot as reflected in the books of the LAKEWOOD FOREST FUND, INC. For purposes of this Declaration, the owner of the Lot shall be (for voting and notification purposes) the person(s) or entity named in the books and records of the FUND, until such time as proper notification, as provided in Article VIII, Sections One (1) and Eight(8), is given to the FUND.

Section 18. "Real Property Records" means the applicable records of the County Clerk of Harris County, Texas, in which conveyances of real property are recorded.

Section 19. "Lien Holder" means an individual, corporation, financial institution or other entity that holds a vendor's or deed of trust lien or mechanics lien secured by land within the Subdivision.

Section 20. "[Residential Lot(s)]" means and refers to the Lots, shown upon the Subdivision plat, which are restricted hereby to use for residential purposes. The use of residential Lot(s) shall be limited to single family dwellings, as provided in Article II, Section I, hereafter, and shall exclude any business, commercial, manufacturing or other prohibited uses.

Section 21. "Approving Section(s)" shall refer to those Sections in which the required number of Lot Owners sign and approve this Declaration.

Section 22. "Majority" shall refer to fifty-one percent (51%) of the Record Owners.

Section 23. "Structure" shall refer to and mean anything constructed on a Lot, including, but not limited to, buildings and any part thereof, garages, dwellings, outbuildings, fences, swimming pools, decking, spas, gazebos, fences, tennis courts, pavement, driveways, walkways, slabs and other things constructed, whether constructed on the Lot or constructed elsewhere and moved onto the Lot.

## ARTICLE II

### LAND USE AND BUILDING RESTRICTIONS

Section 1. Residential Use. Each lot in the Subdivision shall be subject to the following use restrictions and such Lots shall be occupied and used only as follows:

- (a) No Lot shall be used for any purpose except for first class single family residential purposes, except as hereinafter provided. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, nursing homes, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, garage apartments, stores, licensed and unlicensed daycare or child care centers, sales offices (except as hereinafter provided), warehouses, or other business related or multiple family dwellings. No Lot shall be used or occupied for any business, commercial, trade or professional purposes whether apart from or in connection with the use thereof as a residency. No building or structure, intended for or adapted to business purposes, shall be erected, placed, permitted or maintained on such Lots or on any part thereof, and any such described business uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the Lots in Lakewood Forest Subdivision. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, together with a private garage, and permitted outbuildings as defined in section 6 of this Article. No building of any kind or character (except as hereinafter provided) shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon. It is the intent of this covenant and restriction that no Owner of any Lot shall occupy or use his Lot or any building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than a private single family residency for his own or his family, guests and tenants and the provisions of this section shall be strictly construed.
- (b) The above notwithstanding, the developer, its successors or assigns, and

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authorized home builders in the Subdivision shall have the temporary right to use a Lot for the erection and operation of a sales office, construction office or model home during the period of, and in connection with, construction and sales operations in the Subdivision, subject to the prior written approval of the Board of Trustees of LAKEWOOD FOREST FUND, INC. Said Board shall have the authority to specify the duration of the time for which such offices may be maintained and the type of office which may be used or maintained in the Subdivision.

- (c) Notwithstanding the above, an outdoor sales person or other professional person shall have the right to maintain an office in his home subject to the following restriction: (1) No signs, advertisements, displays, banners, etc., shall be placed or maintained on the Lot, on the residency or any other structure of the Lot, or in any window on any residency; (2) No employees, agents or independent contractors (other than members of the family residing on the property) are employed to work at the premises; (3) No production or manufacturing of goods shall be permitted and no goods or services are sold or exchanged at the premises, except by telephone or mail; (4) Customers shall not be allowed to frequent the residency on a regular basis; and (5) The activity carried on shall not constitute and/or become an annoyance or nuisance to other Lot Owners.
- (d) All exterior construction of the primary residential structure, garage, porches and other appurtenances or appendages of every kind and character on any Lot shall be completed no later than one hundred eighty (180) days from the date of commencement of construction and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, and all interior walls, ceilings and doors completed) shall be completed no later than one year following the commencement of construction. Selection items, such as wallpaper, vinyl flooring, tile flooring, carpet, appliances, electrical fixtures, and other items which are commonly referred to in the building industry as selection items, are not included within the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. For good cause, the Architectural Control Committee may extend the time for completion of interior construction.
- (e) No dwelling shall be occupied for residential purposes until the exterior and interior of the dwelling has been finished and/or completed to the extent required by the Architectural Control Committee.
- (f) No building material of any kind or character shall be placed or stored upon any residential Lot until the builder or Owner of the Lot is ready to commence improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected, screened from public view to the greatest extent possible, and shall not be placed in the street or between the street and the front or side setback lines. The builder or Lot Owner asking the improvement shall have the duty to remove his nails and other building material from the street and adjoining Lots. No stump, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any

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residential Lot shall be placed on any adjoining Lot, streets or easements. At the completion of such improvements, such construction material must be immediately removed from the property. If, in the opinion of the Board of Trustees of the LAKEWOOD FOREST FUND, INC., the retainment of such by-products of construction, refuse or scrap material shall cause an unsightly condition or shall become a nuisance to adjoining Lot Owners or a safety or health hazard, said Board may require the removal of said objects prior to the completion of construction of such improvements.

- (g) Neither the Architectural Control Committee nor the Board of Trustees of LAKEWOOD FOREST FUND, INC. shall have any right to grant a variance as to the residential use restriction, and any such variance shall be null and void.
- (h) Each owner of any Lot subject to these Restrictions shall be deemed to have consented, covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such Lot that such owner will not apply for a permit to erect, place, alter or add to any structure on any Lot other than a single-family residence or other approved structure as specified and permitted herein.

Section 2. Dwelling Size. The minimum livable or floor area of the main residential structure, exclusive of open or screen porches, stoops, open terraces, garages, patios and attached accessory buildings shall not be less than two thousand eight hundred square foot (2,800 s.f.) and the second level for a two story dwelling shall not exceed the first level in square footage.

Section 3. Quality and Type of Construction, Materials and Landscape. The following restrictions shall govern the construction of any structures on any Lots in the Subdivision:

- (a) No residence shall have less than fifty-one percent (51%) brick or equivalent masonry construction on its exterior wall areas, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee. All exterior first floor walls (exclusive of window and door openings) facing a street shall be erected with complete brick or masonry veneer, except that the Architectural Control Committee has the authority to approve residential construction utilizing other building materials so long as fifty-one percent (51%) of the residency is brick or equivalent masonry construction on its exterior wall area. For purposes of this restrictive covenant, masonry includes stucco and all materials commonly referred to in the Houston, Texas, building industry as masonry. Masonry as used and required herein shall also include brick, brick veneer, stone, stone veneer, or other type or masonry construction, but shall not include asbestos shingles or other similar fireproof boarding.

In computing the above percentage, roof areas, gables and window and door openings shall be excluded, but attached garages, porches and other structures constituting part of the residency shall be included.

- (b) All residential structures shall be constructed on a concrete slab. The

minimum top slab elevation for any residence shall be twelve inches (12") above the natural ground elevation of the Lot, or the minimum slab elevation required for a building permit issued by the Harris County Engineer's office, in compliance with the Federal Flood Insurance regulations, or the minimum slab elevation required by the Architectural Control Committee, whichever elevation is higher.

- (c) All roofs of any permitted structures of whatever type shall be constructed of wood shingles or substitute as approved by the Architectural Control Committee. No roof of any building shall be constructed or covered with asphalt or asbestos shingles or composition roofing materials unless (1) it is of a grade to match or better Elk Prestique I shingles (300 lbs. or better) and (2) it is approved by the Architectural Control Committee. All roof mounted solar panels must be fourteen inches (14") from the lower inside roof edges. Panels shall not be mounted on overhang or free-standing roof areas. Such panels must be made of good quality material and mounted so that in a high wind they do not become unanchored and cause damage to other properties. The above notwithstanding, all solar and alternate energy installations must be approved in writing by the Architectural Control Committee.
- (d) Unless otherwise approved in writing by the Architectural Control Committee, each main residence building and all improvements shall be constructed on the Lot so as to face the front of the Lots. Each corner Lot shall face on the street on which it has the smallest frontage, except that garages on corner Lots may face the side street.
- (e) No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained in or on any building except in authorized sales offices as described above.
- (f) No recreational equipment or structure, such as trampolines, swing sets, etc., shall be erected or maintained on any Lot forward of the building setback line or side yard lines for corner Lots. All such recreational equipment and structures must be fenced in accordance with the requirements of Section 8. Such recreational equipment or structures shall not be permitted to be used in such manner as to become a nuisance or annoyance to other Lot Owners.
- (g) Mailboxes, house numbers and similar structures must be harmonious with the overall character and aesthetics of the Subdivision.
- (h) All new dwellings in any Section of the Subdivision shall be of a quality of workmanship and materials substantially the same or better than the existing dwellings previously constructed in that Section in which the dwelling is located.
- (i) The following special requirements shall be applicable to all Lots and included in plans submitted for Architectural Control approval
  - (1) Every house shall have built-in security systems for fire and burglar protection:

- (2) Every swimming pool must provide adequate fencing to keep children out;
- (3) Every yard must be landscaped with a minimum of two trees with three-inch (3") diameter one foot above the ground on every Lot, and solidly sodded in the front;
- (4) All garages facing the same street as the house faces must have electronic garage door closures;
- (5) All permitted sidewalks and driveways must have a pea gravel finish or other finish approved by the Architectural Control Committee.

Section 4. Building Locations. The following restrictions, covenants and conditions shall be applicable to all dwellings, garages and other structures constructed on any Lot.

- (a) For purposes of this Declaration, eaves, steps and open porches shall be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or to extend beyond the building setback line. Overhangs of the walls or buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation.
- (b) For purposes of this Declaration, the front Lot line of each Lot shall coincide with and be the Lot line having the shortest dimension abutting a street.
- (c) No dwelling, building or other structure shall be located on any residential lot or plot nearer to the front lot line, nor nearer to the rear lot line than established by the Architectural Control Committee on a lot by lot basis, but in no event nearer than the front lot set back line as shown on the recorded plat. No dwelling, building or other structure shall be located on any residential lot or plot nearer than five (5') feet to any side lot line, except that a garage or other permitted accessory building located sixty (60') feet or more from the front lot line may be a minimum distance of three (3') feet from the side line. No garage door located less than twenty-five (25') feet behind the front wall of the main residential structure shall open at less than a ninety (90 Deg.) degree angle to the front property line unless expressly approved by the Architectural Control Committee.

Section 5. Lot Area and Width. No Lot shall be resubdivided, nor shall any building or structure be erected or placed on any Lot having an area of less than seven thousand five hundred square feet (7,500 s.f.) in area or having a width of less than sixty-eight feet (68') at the front building setback line shown on the recorded plat or referred to in these restrictions, provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots if said resubdivision increases the minimum Lot area of all Lots affected thereby, it being the intention of this restriction that no Lot shall contain less than the aforesaid minimum area. The Architectural Control Committee may approve the construction of a single family residency on a building site which consists of parts of one or more Lots provided: (1) the width of such building site at the building setback line shall



not be less than sixty-eight (68') feet set forth above and, (2) the provisions of these restricted covenants fixing distances of improvements from interior Lot lines shall be applicable to the new property lines of such building site.

Section 6. Temporary and Prohibited Structures. No structure of any temporary character, and no trailer, mobile homes, basement, tent, shack, portable building, detached living quarters of any kind, carport, barn, tree house, shed or other outbuilding shall be constructed, used or maintained on any Lot at any time. Under no circumstances shall any such building be used as a residency, either temporarily or permanently. This restriction is subject to the following exceptions:

- (a) There shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of an unreasonable size, is so placed on a residential Lot so as not to be visible from the street from which said Lot faces, and is placed behind a fence constructed in accordance with these restrictions. The Board of Trustees shall have the authority to determine whether the size of such dog house is reasonable or not.
- (b) There shall be permitted on any residential Lot the use of a storage building, not to exceed six feet (6") in height inclusive of the roof, at its highest point, provided that such storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, that such building is approved by the Architectural Control Committee, that said storage building is built and maintained in a manner consistent with these restrictions and covenants, that said storage building is placed behind a fence or other protective screening as provided elsewhere in these covenants, that such outbuilding corresponds in style, architecture and type of material to the main dwelling to which it is appurtenant, and that such storage building complies strictly with the applicable setback lines.

Section 7. Garages. Garages must be provided for all residences and in no case shall a carport act as or be substituted for a garage even on a temporary basis. The garage shall conform in design and material with the main structure. Each detached garage shall be required to be connected to the main dwelling by a breezeway and shall have a minimum setback from the front or side property lines of sixty-five feet (65'), except as hereinafter provided. No garage shall be placed, erected, or maintained upon any part of said premises except for use in connection with a residence already constructed or under construction at the time such garage is placed or erected upon the Lot. There shall be only one (1) garage structure for each Lot which shall have places for no fewer than two (2) vehicles and no more than four (4) vehicles.

No garage door located less than twenty-five feet (25") behind the front wall of the main residential structure shall open at less than a ninety (90) degree angle to the front property line unless expressly approved, in writing, by the Architectural Control Committee. Nothing herein contained shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles or vehicles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. All garages shall

be connected to the nearest street by a driveway which driveway shall be surfaced with concrete or other similar substance approved by the Architectural Control Committee. The Architectural Control Committee shall determine the location of the driveway. No more than one driveway, including as approved circular driveway, shall be permitted on a Lot and the width of the allowed driveway shall not exceed the width of the garage. The Architectural Control Committee shall have the authority, in its sole discretion to determine the type of construction and location of said garage. In no case may any garage be used for any business and/or business purpose and such garages shall be subject to the provisions of section 1 (1) of this Article. No garage on any Lot shall be used as a residence under any circumstance.

Garage doors shall be kept completely closed when the garage is not in use and no vehicle or other obstruction shall be placed in the garage which prevents the garage door from being closed.

Any construction of a second floor level of a garage (for purposes of creation of a recreation room, living quarters, or otherwise), whether by the original builder or as an alteration to an existing garage, shall require the prior written approval of the Architectural Control Committee.

No garage apartments for rental purposes shall be permitted on any residential Lot.

The restrictions contained herein shall not apply to a porte-cochere provided that said porte-cochere has been approved as to location, size, type of material and design by the Architectural Control Committee prior to its construction, and provided that said porta-cochere corresponds in style, architecture and type of material to the main structure to which it is appurtenant.

Section 8. Fences and Protective Screening. No fence, wall, hedge, pergola, or other attached or detached structure shall be erected, placed, maintained or permitted to remain on any part of any Lot between the street adjoining the Lot and front setback lines and/or forward of the building setback line of such Lot as the case may be. No fence or wall within the properties is to exceed seven feet (7') in height. The heights or elevations of any wall or fences shall be measured from ground level perpendicularly to the top of the fence. In no event shall any fence or wall be erected, placed or altered on any Lot nearer to the street than the minimum, setback lines. No fence or wall constructed of chain link, wire or wire mesh shall be erected on any Lot. Wooden fences visible from and adjoining to any street shall be constructed in such a manner that smooth faced pickets will be visible from the street and horizontal rails and vertical posts face into the side yard. Said fences shall be constructed so that there are no gaps between the boards constituting said fence. All fences must be kept in like-new condition, weathering excepted. It shall be the Lot Owner's responsibility to maintain the fence or protective screening in good repair. No wood fences shall be erected, placed, maintained or permitted on the rear lot line of the lake or on the side yard lines within twenty-five (25') of the rear lot line. All fences shall be approved by the Architectural Control Committee prior to its construction and installation.

All fences on the street to which the Lots face or abut shall be uniform in height, style, color and type of material.

Wrought iron fences, or other material shall be permitted on the rear lot line of lake and on the side yard lines within twenty-five (25') of the rear lot line area that wood fences are not permitted on, provided that the design, color and type of material of such fence is approved by the Architectural Control Committee prior to its construction or installation.

Section 9. Antennas, Electronic Transmitters, Satellite Dishes. The following restrictions, covenants and conditions shall be applicable to antennas, electronic transmitters and satellite dishes:

- (a) No electronic antenna or device of any type, no radio or television aerial wires or antennas or satellite dishes shall be maintained or installed on any portion of any Lot exclusive of attic space within the main residence or garage.
- (b) It is the intent of this section to comply with the applicable requirements and regulations of the Federal Communications Commissions Regulations pursuant to the Communications Act of 1934, as amended.

Section 10. Outdoor swimming pools, hot tubs, spas, decking and gazebos. The design and location of outdoor swimming pools, hot tubs, spas, decking (over six feet (6') in height), greenhouses and gazebos must be approved, prior to installation and/or construction, by the Architectural Control Committee, and such pools, etc., must be securely fenced in accordance with Section of these deed restrictions. Each Lot Owner shall provide adequate fencing around any swimming pool, hot tub and/or spa constructed or installed on his Lot so as to safely keep children out of the pool or spas area. No outdoor swimming pool, hot tub, spa, decking or gazebo may be built or maintained forward of the front building setback line of a Lot, or the side yard lines for corner Lot.

Outdoor swimming pools, hot tubs, spas, decking and gazebos shall not be constructed in such a manner or at such location so as to infringe upon or interfere with any utility easements (as set forth in Article VI and/or any easements for surface drainage (as set forth in Article II, section 17)).

Section 11. Signs. No signs, billboards, banners, posters or advertising devices of any character shall be erected or maintained on any residential Lot except 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 sales of a new dwelling. This restriction shall also apply to all entrance esplanades and the areas along any streets 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 therefrom such removal.

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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 residency 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 in any Lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in 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.

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.

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 point of 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 material 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 Services. 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 27 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 manner as to obstruct sight lines for vehicular traffic. The decision of the Board of Trustees of the LAKEWOOD FOREST FUND, INC. as to what constitutes such construction shall be final and the Board of Trustees of the LAKEWOOD FOREST FUND, INC. shall be vested with authority to remove such obstruction without liability to the Lot Owner in trespass or otherwise.

Section 17. Easement for Surface Drainage. No wall, fence, structure, hedge, trees, shrubs or other obstacles shall be constructed so as to prevent