

DRAINAGE

13.01 Drainage Plan. Each Owner acknowledges and covenants to honor and provide such easements for drainage and waterflow as are shown on the recorded plat of the Property or required by any master drainage plan enacted by the City of Keller, Texas.

(a) Each Owner agrees to maintain the integrity of the drainage design of his Lot by not filling or altering drainage swales that are constructed on the Lot as required by the City of Keller, Texas, or the provisions of the recorded plat.

(b) Each Owner agrees not to construct fences which impede or deflect the flow of water across his Lot. The fence must provide at least four inches (4") of unobstructed drainage space in such areas.

(c) Each Owner agrees not to impede or deflect the flow of water in drainage areas by planting excessive landscaping in such areas.

(d) Each Owner agrees to cause any sidewalks, driveways and/or slabs constructed in drainage areas to conform to the drainage requirements of the City of Keller, Texas, and the recorded plat of the Property.

(e) Each Owner agrees to cause swimming pools or decks constructed in drainage areas to conform with the drainage requirements of the City of Keller, Texas, and the recorded plat of the Property.

13.02 Enforcement. Failure to comply with the provisions of the master drainage plan or the recorded plat shall constitute a violation of these restrictions and shall be subject to all the remedies provided for herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day, month and year first above written.

TRIWEST ENTERPRISES, INC. a Texas corporation By: Douglas H. Gilliland,
President

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 24th day of January, 1996, Douglas H. Gilliland, President of Triwest Enterprises, Inc., a Texas corporation, on behalf of said corporation.

Marty Shipley Notary Public in and for The State of Texas