

ARTICLE VI

ARCHITECTURAL RESTRICTIONS

Section 1. TYPE OF RESIDENCE. Only one detached single family primary residence shall be permitted on each Lot, along with private swimming pool, tennis court or other recreational facilities, garden or storage sheds, barn and private garages for no more than four automobiles. Prior approval of the Architectural Control Committee must be obtained for every structure. Carports on Lots are prohibited. All structures shall be of new construction and no structure or building of any kind shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

Section 2. LIVING AREA REQUIREMENTS. No dwelling located within the Subdivision shall contain less than 1400 square feet of living area for a single story dwelling or 1700 square feet of living area for a two story dwelling, exclusive of open porches and garages.

Section 3. LOCATION OF RESIDENCE ON LOT. No building shall be located on any Lot nearer to the front lot line or nearer to the side lot line or side street than the minimum building setback lines shown on the recorded Plat. The Architectural Control Committee shall be empowered to grant exceptions for minor variances in any direction in house locations. For the purpose of this provision, eaves, steps, box-type windows and unroofed ground level terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any improvement within the specified side or rear lot line setbacks or upon another Lot.

Section 4. TYPE OF CONSTRUCTION. The predominant exterior materials of the main residential structure, the garage and any other secondary structures, whether attached or

detached, shall be masonry, fiber cement exterior siding such as Hardiplank, stucco, stone or wood, or a similar quality material approved by the Architectural Control Committee.

Section 5. TEMPORARY BUILDINGS. Temporary buildings or structures and prefabricated homes shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. Builders in 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 reconverted to a garage.

Section 6. 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. Five (5) foot wide sidewalks shall be installed along the front of each Lot and shall be maintained by the Owner at his expense.

Section 7. ROOF MATERIAL. Roofing materials may include composition shingles having a minimum weight classification of 320 pounds per square, slate, clay or concrete tiles. Composition shingle roofs shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay, or concrete tile roofs shall be approved individually by Declarant or its assignee. Any other type of roofing material shall be permitted at the sole discretion of the Declarant or its assigns upon written request.

Section 8. FENCES. White vinyl picket fences no more than three (3) feet in height may be constructed in front of the front building setback line but no further forward than the back edge of the sidewalk paralleling the street. Unless otherwise approved by the Architectural Control Committee, all fences along the side and back property lines must be three rail vinyl fences and must comply with these restrictions and any guidelines promulgated by the Architectural Control Committee. No wooden board fences shall be allowed as perimeter fencing. In the case of homes where small children or pets are present, vinyl lattice may be mounted inside the three rail fence, but must have prior approval of the Architectural Control Committee. Fences surrounding pools may be white vinyl privacy fences, must comply with any applicable municipal or state code, and must also have prior approval of the Architectural Control Committee. The Owner of any Lot upon which the

Developer, Builder, or Owner has constructed a fence shall be responsible for the maintenance and repair of said fence. All fences must be kept in a state of good repair.

Because rear yards will be clearly visible, all rear yards must be maintained in a neat, well kept manner, and there shall be no storage of miscellaneous items or debris in public view.

Section 9. GRASS, SHRUBBERY AND LANDSCAPING. The Owner of each Lot used as a residence shall solid sod with grass the area between the front of his residence and the curb line of the abutting Street. The grass shall be of a type and within standards prescribed by the Committee. In as much as possible, native and indigenous plants shall be used in landscaping and plantings throughout the subdivision with emphasis on plants and trees that provide food and shelter to wildlife.

Grass and weeds shall be kept mowed to prevent unsightly appearance. If not mowed and edged by the Owner within ten (10) days after a written request to do so is made by the Association, then the Association shall have the right to cause the mowing and edging to be performed and add the cost thereof to the defaulting Owner's assessment. Dead or damaged trees which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired, and if not removed by Owner upon request, then the Declarant or Association may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other aboveground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices.

Section 10. SIGNS. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except for the following: (i) one (1) professionally made sign not more than forty-eight inches (48") square advertising an Owner's dwelling for sale or rent may be placed on such improved Lot; (ii) one (1) sign not more than forty-eight inches (48") square advertising the builder of the Owner's dwelling may be placed on such Lot during the construction period of such residence from the forming of the foundation until completion, not to exceed a six (6) month period; (iii)

security service signs and (iv) political signs in a limited number and for a limited time period before elections. The number of political signs per Lot and the time period for display will be established by the Board of Directors. The Board reserves the right to restrict the size and placement of political signs. The Association shall have the right to remove any sign, advertisement or billboard which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such removal. The Declarant and the Association shall have the right to erect identifying signs at each entrance to the Subdivision.

Section 11. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within the triangular area formed by the Lot line abutting a Street, the edge line of any driveway or alley pavement and a line connecting them at point ten (10) feet from their intersection.

Section 12. ANTENNAS AND SATELLITE DISHES.

- (a) Dish antennas with a diameter of over one meter require ACC approval prior to installation. These dishes must be installed in the rear of the residence and below the top of the fence and must be located so as not to be visible from perimeter streets, common areas or adjacent lots.
- (b) Dish antennas of one meter or less in diameter may be installed without prior approval of the ACC. If possible these dishes are to be located so as not to be seen from fronting streets, and the preferred location is in the rear of the residence.

Section 13. COMPOSITE BUILDING SITES AND RESUBDIVIDING. Any Owner of one or more adjoining Lots may consolidate such Lots into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots on the recorded plat of Borondo Pines. Any revision of lot sizes may be made only with written approval of Declarant. Subdividing or re-subdividing of any Lot, including a consolidated Lot, is not allowed without the prior written approval of the Declarant.

Section 14. MAILBOXES. In the event the U.S. Postal Service requires the installation of some type of centralized mail delivery service such as use of Neighborhood Box Units, the concrete slabs upon which such units are to be placed will be constructed by the Declarant within the street right of way and the Owner of the Lot abutting the immediate area where such slab and unit are located shall be responsible for maintaining the neat and attractive appearance of the area surrounding the said unit.

Section 15. AIR CONDITIONERS. No window cooling or heating units shall be allowed in any window or other opening that may be viewed from any portion of the Property. This prohibition does not apply to any building used by Declarant or Builder during the completion and sale of all construction of this subdivision.

Section 16. PRIVATE UTILITY LINES. All electrical, telephone and other utility lines which are located on a Lot, and are not owned by a governmental entity or public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Committee.

Section 17. EXTERIOR MAINTENANCE ON IMPROVEMENTS. All improvements on a Lot must be maintained in a state of good repair and shall not be allowed to deteriorate. Requirements shall include, but not be limited to, the following:

- (a) All painted surfaces must be clean and smooth with no bare areas or discolored or peeling paint, and all surfaces must be free of mildew.
- (b) All rotted and damaged wood must be replaced and any damaged brickwork repaired.
- (c) Gutters must be kept in good repair and not allowed to sag or hang down.
- (d) Roofs must be in good repair with no missing or curling shingles.
- (e) All glass surfaces must be whole.
- (f) Garage doors must be undamaged and in good repair.
- (g) Fences and gates must be kept in good repair.

Section 18. ENFORCEMENT OF EXTERIOR MAINTENANCE AT VACANT PROPERTY. In the event of violation of any covenant or restriction herein by any Owner of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner has not proceeded with due diligence to complete appropriate lawn maintenance, repairs, painting and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain and 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 charges to the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of the Lot to pay such statements 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.