

Smith County
Judy Carnes
County Clerk
Tyler Tx 75702

COPY



70 2008 00028052

Instrument Number: 2008-R00028052

As

Recorded On: June 11, 2008

Recordings - Land

Parties: PINNACLE AT OAK HILL

Billable Pages: 29

To DAVIS THORNTON LTD

Number of Pages: 30

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings - Land	128.00
Total Recording:	128.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-R00028052

Receipt Number: 476005

Recorded Date/Time: June 11, 2008 04:34:10P

User / Station: D Hawkins - Cash Station 2

Record and Return To:

MR STEVEN F THORNTON

DAVIS THORNTON LTD

2203 OAK ALLEY

TYLER TX 75703



I hereby certify that this instrument was filed and duly recorded in the Official Records of Smith County, Texas

Judy Carnes

County Clerk
Smith County, Texas

THE PINNACLE AT OAK HILL

A MASTER PLANNED RESIDENTIAL SUBDIVISION

DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS

This **DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS**, hereinafter referred to as the "**Declaration**," is made on June 11, 2008 by Davis Thornton, Ltd., a Texas limited partnership, hereinafter referred to as "**Declarant**."

WITNESSETH:

WHEREAS, Declarant owns Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, N.C.B. 1660-F of The Pinnacle At Oak Hill, a residential subdivision in Tyler, Smith County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 56-C of the Plat Records of Smith County, Texas;

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of the Property as a residential development of high quality and standards in a consistent manner with continuity and to insure the creation of an architecturally harmonious subdivision, Declarant desires to subject the Property to the covenants, conditions, assessments, charges, servitudes, liens, reservations and easements hereinafter set forth herein collectively called the "**Covenants**;"

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Covenants, which shall be deemed as covenants running with the land and imposed upon and intended to benefit and burden each Lot, hereinafter defined.

ARTICLE I - DEFINITIONS

1.01. **Definitions.** The definitions of certain words, phrases or terms used in this Declaration are set forth on Exhibit "A," which is attached hereto and incorporated herein for all purposes.

ARTICLE II - COVENANTS BINDING ON PROPERTY AND OWNERS

2.01 **Property Bound.** From and after the date of recordation of this Declaration, the Property and all of the Lots shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind and burden the Property and each Lot.

2.02 **Owners Bound.** From and after the date of recordation of this Declaration, the Covenants shall be binding upon and inure to the benefit of the Declarant, each Owner, and the heirs, executors, administrators, personal representatives, successors and assigns of the Declarant and each Owner, whether or not so provided or otherwise mentioned in the Deed. Each Owner, his heirs, executors, administrators, personal representatives, successors and assigns, expressly agrees to pay, and to be personally liable for, the assessments provided for hereunder, and to be bound by all of the Covenants herein set forth.

2.03 General. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City of Tyler, Texas or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. **IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL.** All Lots shall be developed in accordance with this Declaration as this Declaration may be amended or modified from time to time as herein provided.

ARTICLE III - ARCHITECTURAL CONTROL

3.01 Reservation and Assignment of Architectural Control. The Declarant, desiring (i) to provide for the preservation of the values and amenities in and upon the Property and each Lot and (ii) to subject the Property and each Lot to the reservation of architectural control hereinafter expressed for the purpose of implementing a general plan of development for the Property to insure the creation of a high quality, architecturally harmonious subdivision, which general plan of development and reservation of architectural control is for the benefit of the Property and each Lot, or any part thereof, and each Owner, as well as for the benefit of the Declarant as developer of the Property, hereby reserves the right and all rights to approve or disapprove as to:

- A. compliance with any specific restrictions imposed by Declarant, the Architectural Control Committee, or anyone acting on behalf of either the Declarant or the Architectural Control Committee, with respect to a Lot, the Lots, and the Property and/or any part thereof;
- B. without limitation, harmony of external design, adequacy of structural design, location of improvements, allowing and location of exterior lighting, building and landscaping setbacks from property lines, playground equipment, recreational equipment, athletic equipment, basketball goals, swimming pools, spas, hot tubs, square footage of improvements, driveways, fences, walls, retaining walls and landscaping in relation to surrounding structures and topography which are now or hereafter may be existing or proposed, including, but not by way of limitation, architectural designs, setbacks, landscaping, color schemes, types and quality of construction materials, quality of workmanship, any and all

subdivisions, resubdivisions (where permitted), exterior additions to, changes in, construction, paving, alteration or excavation of the Property or of any Lot or any part thereof (including, but not limited to the trees now located or to be located thereon) and any and all Dwellings, structures and other improvements located thereon, either permanent or temporary, including without limitation, additions to, changes in, or alterations of grade, landscaping, roadways, walkways, signs, exterior lights, walls, fences, buildings, or other structures or improvements of any type or nature located thereon which any person or entity, including without limitation, governmental and quasi-governmental subdivisions or agencies, seeks to commence, erect, construct, place or maintain upon any Lot, or any part thereof.

3.02 Appointment. Until the right to appoint the members of the Architectural Control Committee and the right to change the number of members comprising the Architectural Control Committee is assigned by the Declarant to the Association, the Declarant shall have the sole and exclusive right to (i) appoint the members of the Architectural Control Committee and (ii) change the number of members comprising the Architectural Control Committee. The Declarant shall appoint the members of the Architectural Control Committee by filing a Designation of Appointment in the Official Public Records of Smith County, Texas. The initial number of members comprising the Architectural Control Committee shall be two (2). The persons constituting the members of the Architectural Control Committee and the number of members constituting the Architectural Control Committee may be changed or modified by the Declarant at any time by the filing of a supplemental Designation of Appointment in the Official Public Records of Smith County, Texas. Upon the assignment of right to appoint the members of the Architectural Control Committee and the right to change the number of members comprising the Architectural Control Committee by the Declarant to the Association, the Association shall then have the sole and exclusive right to (i) appoint the members of the Architectural Control Committee and (ii) change the number of members comprising the Architectural Control Committee.

3.03 Construction and Other Approval Requests. All requests for approval of any of the items set forth in this Article III shall be submitted in writing to the Architectural Control Committee, The Pinnacle At Oak Hill, at 2203 Oak Alley, Suite 3, Tyler, Texas 75703, or at such other address as may from time to time be designated by the Architectural Control Committee, and such request for approval shall be accompanied by complete and specific plans and specifications showing the nature, kind, shape, elevations, height, materials, color, location, landscaping, and other material attributes of the Dwelling Unit and other Permanent Improvements, additions, changes, alterations or excavation of a Lot or any part thereof. The Architectural Control Committee shall have no duty to exercise the power of approval or disapproval hereby reserved. The Architectural Control Committee shall have the power and authority to charge an application fee to be submitted with all requests for approval of any and all items as required in this Article III.

3.04 Designation of Power of Approval. With respect to each Lot, or any part thereof, the Declarant does herein and hereby delegate the power of approval and disapproval, reserved in this Declaration to the Architectural Control Committee. This delegation of the power of approval and disapproval may be rescinded at any time by the Declarant by the filing of an instrument so stating such act of rescission in the Official Public Records of Smith County, Texas. As long as this delegation of the power of approval and disapproval is in effect, any person or entity owning any interest in any Lot, or any part thereof (where permitted), shall be required to deal with the Architectural Control Committee, and not the Declarant, and the Declarant shall have no responsibility or liability of any nature whatsoever for the actions of the Architectural Control Committee.

3.05 Prior Approval. No dwelling, building, garage, storage building, fence, wall, sign, exterior lighting, pole, antenna, television or satellite disc or dish, driveway, sidewalk, other walkway, mailbox, athletic equipment, recreational equipment, playground equipment, basketball goals, swimming pool, spa, hot tub, other structure, equipment or apparatus or any nature whatsoever, either permanent or temporary, or landscaping shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision, or resubdivision thereof, including without limitation changes in or alteration of grade, landscaping, roadways, and walkways, be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, location, and other material attributes of the same shall have been submitted in writing to and approved in writing by the Architectural Control Committee, in its sole and exclusive discretion, as to (i) compliance with the Covenants herein contained, and (ii) harmony of external design and location in relation to surrounding structures and topography which are now or hereafter existing or proposed, including, but not limited to, architectural designs, setbacks, landscaping, color schemes and construction materials. The Architectural Control Committee shall have the right to promulgate a form for submission of such items to the Architectural Control Committee, and upon such promulgation, all Owners shall be required to use the form for all such submissions. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been properly submitted to the Architectural Control Committee, approval will not be required, and the requirements for approval set forth in this Article shall be deemed to have been fully met and performed. Non-exercise of the powers hereby reserved by Declarant in one or more instances shall not be deemed to constitute a waiver of the right to exercise such power in any other or different instances. Likewise, approval of anyone set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications. In the absence of gross negligence or willful misconduct attributable to the Architectural Control Committee, the Architectural Control Committee and the individual members of the Architectural Control Committee shall not be liable for the improper enforcement or failure to exercise any of the powers reserved and delegated unto said Architectural Control Committee pursuant to this Declaration. The fact that some type of structure or improvement may be mentioned in this Declaration is not in any manner to be construed as a statement that such type of structure or improvement will be allowed on any Lot in the Subdivision, as the final approval or disapproval for any type of structure or improvement on any Lot shall be expressly vested solely in the Architectural Control Committee to be exercised at its sole discretion.

3.06 No Liability. In no event shall any approval obtained from the Architectural Control Committee pursuant to the terms of this Declaration be in any manner deemed to be a representation of any nature regarding the structural integrity or safety or engineering soundness of the structure or other item for which such approval was obtained, nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations, nor shall such approval be construed as a representation or warranty as to any matter which is the subject of such approval. No member of the Architectural Control Committee shall at any time have any liability to any Owner, Member or other person or entity for any decision(s) that are made by the Architectural Control Committee as long as such decision(s) are made by the decision maker without willful and intentional misconduct. Any and all errors or omissions from the plans submitted to the Architectural Control Committee shall be the sole responsibility of the Owner of the Lot to which the plans and improvements relate, and the Architectural Control Committee, and each member thereof, shall have no obligation to check the plans for errors or omissions or to check such plans for compliance with this Declaration, zoning ordinances, laws, building lines, easements or rights-of-way, or any other issue.

3.07 Restriction on Commencement of Construction. No construction nor pre-construction (site clearing, tree cutting or trimming, dirt removal, etc.) work of any type, kind or nature may be commenced on any Lot unless and until the Owner has received the written approval of the Architectural Control Committee as required by this Declaration.

3.08 Finality of Determinations. The authority granted by the Declarant to the Architectural Control Committee in this Declaration has intentionally been very broad and all encompassing. Therefore, no decision of the Architectural Control Committee may in any manner be avoided, challenged, reversed, rendered, modified, changed or nullified in any manner by any person, tribunal, court or other entity, except by the Architectural Control Committee itself, as long as the decision of the Architectural Control Committee was made without willful and intentional misconduct on the part of any member of the Architectural Control Committee, even if the decision of the Architectural Control Committee may seem to some as arbitrary.

ARTICLE IV - GENERAL RESTRICTIONS

4.01 Single-Family Residential Purposes. All Lots and all Permanent Improvements thereon shall be used for single-family residential purposes only and for no other purposes. No Lot in the Subdivision shall ever be used, even temporarily, for any commercial, business or professional purposes, as such use shall be determined solely by the Architectural Control Committee and whose determination shall not be subject to challenge, review or appeal, judicially or otherwise. Each Owner by accepting a Deed to a Lot hereby waives any and all rights to challenge, review or appeal the determination by the Architectural Control Committee of whether or not a use is for commercial, business or professional purposes.

4.02 Types of Structures. Unless otherwise approved by the Architectural Control Committee, no Permanent Improvements shall be erected, constructed, altered or permitted to remain on any Lot other than one (1) detached single-family, residential dwelling. Each Dwelling Unit shall have a private garage as provided in Section 4.03, below. No used or previously constructed building or other structure shall be moved onto any Lot at any time. No structure of any kind of a temporary character nor any trailer, mobile home, manufactured home, trailer home, recreational vehicle, travel trailer, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either permanently or temporarily.

4.03 Garage Construction. Plans and specifications for all garages to be constructed on any Lot shall be approved in writing by the Architectural Control Committee prior to the commencement of construction of the Dwelling Unit on such Lot. Garages may not at any time be closed in and occupied or used as part of a Dwelling Unit. Garages may not be used for other than storage and parking vehicles, boats, boat trailers and all terrain vehicles without the prior express written consent of the Architectural Control Committee. Any garage that faces or fronts any street in the Subdivision shall be located and constructed only as specifically allowed by the Architectural Control Committee in writing. The Architectural Control Committee shall have the right and power to require such setback of the garage on any Lot as determined solely by the Architectural Control Committee in its sole discretion. All doors on any garage shall be the style, type of material, type of construction and type of workmanship as shall be required and approved in writing by the Architectural Control Committee. No garage doors may be installed for the garage on any Lot until the Owner has received the written approval for the garage doors. All garages shall be constructed to accommodate at least two (2) full size automobiles.

4.04 Setbacks. No Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to the front Lot line than twenty-five (25) feet. No Dwelling Unit or other Permanent Improvement

shall be located on any Lot nearer to the back Lot line than twenty-five (25) feet. On one side of each Lot, there will be a six (6) foot building setback line, and no Dwelling Unit or other Permanent Improvement shall be located on any Lot nearer to such side Lot line than six (6) feet. The Architectural Control Committee may, unilaterally without amendment to this Declaration, permit a change in any direction of the setback line on any Lot when in the sole opinion of the Architectural Control Committee it is determined to be advisable to permit such change; provided, however, that no such change shall be in any manner deemed to be a waiver of any of the Covenants nor shall any change in any manner be deemed or construed as a statement of precedent for the consideration of any other setback change.

4.05 Retaining Walls, Fences, Hedges and Other Screening Material. No retaining wall, fence, planter, hedge or other screening material may be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee. No crossties or landscape timbers (or similar types of materials) may be used on any Lot for any purpose without the prior written consent of the Architectural Control Committee.

4.06 Construction Materials. All materials used in the construction of any Dwelling Unit or other Permanent Improvement must be approved in writing by the Architectural Control Committee before commencement of construction. Only new construction materials shall be used (except for brick if and as approved in advance by the Architectural Control Committee on a case by case basis).

4.07 Drilling Activity. At no time shall the drilling, usage or operation of any water well or any well or excavation for any oil, gas or other minerals be permitted on any Lot without the prior written consent of the Architectural Control Committee.

4.08 Air Conditioners and Heaters. No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any Dwelling Unit or elsewhere on any Lot. All approved air conditioning and heating units shall be screened as determined and required by the Architectural Control Committee.

4.09 Utilities. Each Dwelling Unit shall be required to be connected to the water distribution system and sanitary sewer collection system in the Subdivision in the easements adjacent to or within the respective Lot upon which the Dwelling Unit is located. Individual underground electrical service drops must be installed to each Dwelling Unit. Each Owner shall comply with the requirements of the applicable utility company regarding such underground service installations, including without limitation the payment of any lawful charges which might be incurred for the installation of the underground service as set forth in applicable utility company rules, regulations and terms and conditions of service, as the same may be amended from time to time without notice. No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Lot, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required.

4.10 On Street Parking. On street parking on the streets in the Subdivision shall be and is hereby restricted to only reasonable and normal residential deliveries, normal residential pick-ups, or short-time guests and invitees (short-time guests and invitees being those that may park their vehicle on a street in the Subdivision for not more than three (3) consecutive days. At no time shall any Owner, or any relative of any Owner, or anyone residing in a Dwelling Unit, either permanently or temporarily, or any guest or invitee of

any Owner, resident or occupant of any Lot, park or allow to be parked for any reason on the public streets in the Subdivision (i) any motor home, recreational vehicle, bus, tractor, trailer, tractor-trailer, travel trailer, utility trailer, all terrain vehicle, or bob-tail truck, nor (ii) any van in excess of three-quarters ($\frac{3}{4}$) of a ton, or truck of any type in excess of three-quarters ($\frac{3}{4}$) of a ton. Both the Architectural Control Committee and the Board, acting either jointly or independently, shall have the right and authority to determine if the On Street Parking privileges for the Subdivision are being violated or abused by any Owner, or any relative of any Owner, or anyone residing in a Dwelling Unit, either permanently or temporarily, or any guest or invitee of any Owner, resident or occupant of any Lot. In the event that the Architectural Control Committee and/or the Board determines that the On Street Parking privileges are being violated or abused, the Architectural Control Committee and/or the Board shall have the power to levy a fine, in an amount to be determined by the Architectural Control Committee and/or the Board, as applicable,

4.11 Off Street Parking. At no time shall any Owner, or any relative of any Owner, or anyone residing in a Dwelling Unit, either permanently or temporarily, or any guest or invitee of any Owner, resident or occupant of any Lot, park or allow to be parked for any reason on any Lot in the Subdivision any (i) boat, boat trailer, motor home, recreational vehicle, bus, tractor, trailer, tractor-trailer, travel trailer, utility trailer, all terrain vehicle, or bob-tail truck, or similar item, nor (ii) van in excess of three-quarters ($\frac{3}{4}$) of a ton, or truck of any type in excess of three-quarters ($\frac{3}{4}$) of a ton, unless parked completely inside the garage of a Dwelling Unit such that the door on the garage can be completely closed and such that such boat, boat trailer, motor home, recreational vehicle, bus, tractor, trailer, travel trailer, all terrain vehicle, bob-tail truck, van or other type of truck is completely concealed from being visible from all points outside the Dwelling Unit.

4.12 No Exterior Storage. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of the Architectural Control Committee. This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, boat trailers, recreational vehicles, motorcycles, all terrain vehicles and unmounted pick-up camper units. Additionally, and without limitation, no boat, boat trailer, recreational vehicle, motorcycle, all terrain vehicle, trailer, automobile, truck, or other vehicle or any type whatsoever, regardless of ownership, age, condition, type or appearance, shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use, except pursuant to written approval of the Architectural Control Committee.

4.13 Garbage. No rubbish, garbage, or trash shall be placed or be allowed to remain at the exterior of any Dwelling Unit or other structure on any Lot, except in containers meeting the specifications of the Declarant or the Architectural Control Committee. The placement, maintenance, and appearance of all such containers shall be subject to reasonable rules and regulations of the Architectural Control Committee. The placement of all such containers shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, Lots, Dwelling Units, pathways, and streets. Each Owner is responsible to provide that all rubbish, garbage, and trash shall be regularly removed from said Owner's Lot and rubbish, garbage, and trash shall not be allowed to accumulate. No trash container shall be allowed to be placed on or near the street for collection for a period in excess of twenty-four (24) hours.

4.14 Animals. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except with the prior written consent of and in accordance with rules and regulations promulgated by the Architectural Control Committee or the Association; provided, however, that dogs, cats, birds, or fish may be kept thereon as household pets so long as, in the sole discretion of the Architectural Control Committee

or the Board, such pet is not, or does not become, a nuisance, threat, or otherwise objectionable to other Owners. If, in the sole discretion of either the Architectural Control Committee or the Board, an Owner's pet or pets do become a nuisance or threat to any Owner or otherwise becomes objectionable to any Owner, the Architectural Control Committee or the Board shall give notice to the Owner of the pet or pets of such nuisance, threat or objection, and the Owner shall thereafter not be allowed to keep such pet or pets on the Owner's Lot or anywhere else upon the Property.

4.15 Re-subdivision. No Lot shall be further subdivided and no portion less than all of any such Lot, or any easement or other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of the Declarant, its successors or assigns, which approval may be withheld for any reason or for no reason.

4.16 Burning and Incinerators. No open fires shall be permitted on any Lot at any time, and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues, grills or chimaneas.

4.17 Signs. No exterior signs or advertisements of any kind may be placed, allowed or maintained on any Lot without prior approval and authorization of the Architectural Control Committee, except that mailboxes, residential nameplates, "For Sale" signs not to exceed five (5) square feet in size, and signs designating the contractor of the Dwelling Unit upon such Lot may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted from time to time by the Architectural Control Committee.

4.18 Septic Tanks and Sewage Disposal. No septic tank or other means of sewage disposal may be installed on any Lot unless previously approved in writing by all governmental authorities having jurisdiction with respect thereto and by the Architectural Control Committee. No outside toilets of any kind are permitted, except during the period of construction of a Dwelling Unit during which time chemically treated outside toilets shall be maintained in a manner subject to approval of the Architectural Control Committee. No installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any body of water or water source or onto any Lot.

4.19 Firearms and Weapons. No Lot or any other portion of the Property shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

4.20 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall in the sole opinion of the Architectural Control Committee induce, breed or harbor plant disease or noxious insects.

4.21 Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation, air conditioning or refrigeration equipment and clothes lines, shall be placed, allowed or maintained upon the ground on any Lot, except with prior written approval of the Architectural Control Committee (subject to all required approvals as to architectural control), and no such machinery, fixtures or equipment shall be placed, allowed, or maintained anywhere other than the ground (such as on the roof) except with prior written approval of the Architectural Control Committee.

