

PROTECTIVE COVENANTS

BY ADOPTION OF THIS PLAT, LOWDER NEW HOMES, INC., AN ALABAMA CORPORATION; OWNER OF ALL THE LOTS EMBRACED HEREIN, HEREBY ADOPTS THE FOLLOWING PROTECTIVE COVENANTS AND IMPOSES THEM UPON THE PROPERTY COMPRISING THE SAID PLAT AND UPON EACH LOT THEREIN. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM THE DATE OF THE RECORDING OF THIS PLAT, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.
2. 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. THIS SHALL NOT BE CONSTRUED TO PREVENT NECESSARY OUTBUILDINGS AS HEREINAFTER AUTHORIZED AND PROVIDED.
3. NO RESIDENCE SHALL BE ERECTED UPON OR ALLOWED TO OCCUPY ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE EXCLUSIVE OF OPEN PORCHES, ATTACHED GARAGES, OR CARPORTS, IS AT LEAST 1,200 SQUARE FEET IN THE CASE OF A ONE STORY DWELLING, OR AT LEAST 850 SQUARE FEET LIVING AREA ON THE GROUND FLOOR OF A ONE AND ONE-HALF STORY DWELLING.
4. NO BUILDING SHALL BE ERECTED, ALTERED, OR PLACED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY A MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH FINISHED GRADE ELEVATIONS. NO FENCE OR WALL SHALL BE ERECTED OR PLACED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM SETBACK LINE UNLESS SIMILARLY APPROVED. APPROVAL SHALL BE BY THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED BY THE DEVELOPER. TWO (2) COMPLETE SETS OF BUILDING PLANS AND SPECIFICATIONS AND ALSO PLOT PLANS

SHOWING EXACT LOCATION, OF BUILDINGS, STRUCTURES, FENCE LOCATION AND MATERIALS, DRIVES AND PARKING AREAS WITH RESPECT TO LOT LINES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, MUST BE SUBMITTED TO SAID COMMITTEE FOR WRITTEN APPROVAL. THE SAID COMMITTEE SHALL COMPLETE ITS REVIEW WITHIN SIX (6) DAYS FROM RECEIPT OF SAID PLANS AND SPECIFICATIONS. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL IS REQUIRED IN WRITING IN THE EVENT THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE WITHIN TEN (10) DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT OR, IN ANY EVENT, IF NO SUITE TO ENJOIN THE CONSTRUCTIONS PRIOR TO THE COMPLETION OF SAME, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH, SAID COMMITTEE'S APPROVAL SHALL BE INDICATED BY THE MEMBERS SIGNATURES ON ONE COPY OF THE PROPOSED DEVELOPMENT PLANS AND SPECIFICATIONS WHICH WILL BE RETURNED TO PROPOSED BUILDER OR OWNER OF LOT ONE COPY OF SAID DEVELOPMENT PLANS AND SPECIFICATIONS WILL BE RETAINED BY THE ARCHITECTURAL CONTROL COMMITTEE.

5. NO BUILDING SHALL BE ERECTED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. SIDE YARD SETBACKS TO INTERIOR LOT LINES SHALL BE AS FOLLOWS: 10 FEET ON ONE SIDE, 5 FEET ON THE OTHER SIDE SO THAT THE MINIMUM SIDE DISTANCE BETWEEN MAIN STRUCTURES ON ADJOINING LOTS IS NO LESS THAN 15 FEET, EXCEPT THAT A 5 FOOT MINIMUM SIDE YARD SHALL BE PERMITTED FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING ON THE REAR ONE-QUARTER OF THE LOT FOR PURPOSES OF THIS COVENANT, EAVES, STEPS, STOOPS OR ENTRANCE PLATFORMS, AND ORNAMENTAL PLANTING BOXES SHALL NOT BE CONSIDERED AS A PART OF A BUILDING PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING.
6. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 7,200 SQUARE FEET.
7. THE LOTS SHOWN ON THIS MAP SHALL BE FURTHER SUBDIVIDED FOR THE PURPOSE OF INCREASING THE SIZE OF ADJACENT LOTS, HOWEVER, NO ADDITIONAL BUILDING LOTS MAY BE CREATED BY RESUBDIVISION OF THE LOTS SHOWN HEREON. IN THE EVENT OF ANY SUBDIVISION OF THE LOTS SHOWN ON THIS MAP, THE TRACT SO CONSTITUTED SHALL BE CONSIDERED AS AND REFERRED TO AS ONE LOT FOR THE PURPOSE OF THESE COVENANTS AND THESE COVENANTS SHALL APPLY THE SAME AS IF SAID TRACT HAD BEEN PLATTED AS ONE LOT ON THIS MAP. SHOULD THE OWNER OF TWO

ADJACENT LOTS DESIRE TO BUILD AND MAINTAIN A DWELLING ON BOTH LOTS, THE SIDE YARD RESTRICTION SHALL APPLY TO THE EXTREME SIDE LINE OF THE COMBINED LOTS.

8. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY IS RESPONSIBLE.
9. THE OWNER OF THE LOTS WITHIN SAID SUBDIVISION WILL NOT ERECT OR GRANT TO ANY PERSON, FIRM OR CORPORATION, THE RIGHT, LICENSE OR PRIVILEGE TO ERECT OR PERMIT THE USE OF OVERHEAD WIRES, POLES, OR OVERHEAD FACILITIES OF ANY KIND, FOR ELECTRICAL OR TELEPHONE SERVICE OF SAID REAL ESTATE (EXCEPT SUCH POLES AND OVERHEAD FACILITIES AS MAY BE REQUIRED AT THOSE PLACED WHERE DISTRIBUTION FACILITIES ENTER AND LEAVE SAID SUBDIVISION) NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT OVERHEAD STREET LIGHTING OR ORNAMENTAL YARD LIGHTING WHERE SERVICED BY UNDERGROUND WIRES OF CABLES.
10. NO SEPARATED GARAGES OR OUTBUILDINGS OF ANY KIND OR NATURE, EXCEPT GARDEN OR ORNAMENTAL LANDSCAPE STRUCTURES, SHALL BE ERECTED OR ALLOWED TO OCCUPY ANY LOT EXCEPT THAT PORTION OF THE LOT IN THE REAR OF THE RESIDENCE, AND NO SUCH BUILDING SHALL BE CONSTRUCTED OR OCCUPIED PRIOR TO THE CONSTRUCTION OF THE MAIN HOUSE EXCEPT SUCH AS MAY BE USED IN STORING TOOLS AND MATERIALS FOR THE CONSTRUCTION OF THE MAIN HOUSE. THESE STRUCTURES MUST BE SUBMITTED IN WRITING TO THE ARC AND APPROVED IN WRITING BY THE ARC PRIOR TO THE START OF CONSTRUCTION.
11. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBOHOOD.
12. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, TENT, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.
13. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, OR SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION

AND SALES PERIOD.

14. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TUNNELS, TANKS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.
15. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED, THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.
16. NO FENCE OR WALLS OF ANY KIND SHALL BE ERECTED WITHOUT THE APPROVAL OF THE ARC. NO FENCE OR WALL SHALL BE ERECTED OR PLACED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM SETBACK LINES OF SAID LOT UNLESS APPROVED BY THE ARC. FENCES ADJACENT TO THE COMMON AREAS AND LAKE AREAS SHALL BE 50% OPEN AND NO MORE THAT 4 FOOT HIGH.
17. IN ORDER TO BEAUTIFY SAID SUBDIVISION FOR THE BENEFIT OF ALL LOT OWNERS AND PERMIT ALABAMA POWER COMPANY TO INSTALL UNDERGROUND ELECTRIC SERVICE TO EACH HOUSE IN SAID SUBDIVISION FOR THE MUTUAL BENEFIT OF ALL LOT OWNERS THEREIN, NO OWNER OF ANY LOT WITHIN SUCH SUBDIVISION WILL COMMENCE CONSTRUCTION OF ANY HOUSE ON ANY LOT UNTIL SUCH OWNER (1) NOTIFIES ALABAMA POWER COMPANY THAT SUCH CONSTRUCTION IS PROPOSED, (2) GRANTS IN WRITING TO ALABAMA POWER COMPANY REQUESTS IN CONNECTION WITH ITS CONSTRUCTION, (3) PROVIDES AT HIS, HERS OR ITS OWN EXPENSES, AND IN ACCORDANCE WITH SPECIFICATIONS TO BE FURNISHED BY ALABAMA POWER COMPANY, ALL EXCAVATING, TRENCHING AND BACKFILLING WHICH ALABAMA POWER COMPANY REQUESTED IN CONNECTION WITH THE INSTALLATION OF THE UNDERGROUND SERVICES LATERAL ON EACH LOT.
18. PURSUANT TO AGREEMENT BETWEEN THE OWNER AND ALABAMA POWER COMPANY, ALABAMA POWER COMPANY WILL INSTALL, AT ITS OWN EXPENSE, PROVIDE THE OWNER OF EACH LOT WITHIN SAID SUBDIVISION ON WHICH A HOUSE IN CONSTRUCTED WITH AN OUTDOOR METERING TROUGH OR HOUSE POWER BOX, ALABAMA POWER COMPANY WILL RETAIN TITLE TO THE UNDERGROUND SERVICE LATERAL AND OUTDOOR METERING TROUGH OR HOUSE POWER BOX (EXCLUSIVE OF CIRCUIT BREAKERS) SERVICING EACH SAID HOUSE, AND

SAID SERVICE ENTRANCE FACILITIES PROVIDED BY ALABAMA POWER COMPANY WILL NOT IN ANY WAY BE CONSIDERED A FIXTURE OR FIXTURES AND THEREBY A PART OF SAID REAL ESTATE, BUT WILL REMAIN PERSONAL PROPERTY BELONGING TO ALABAMA POWER COMPANY, AND WILL BE SUBJECT TO REMOVAL BY ALABAMA POWER COMPANY IN ACCORDANCE WITH APPLICABLE RULES AND REGULATIONS APPROVED BY THE ALABAMA PUBLIC SERVICE COMMISSION.

19. THESE COVENANTS AND RESTRICTIONS TOUCH AND BENEFIT THE LAND AND SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALABAMA POWER COMPANY AND LOWDER NEW HOMES, INC., THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. INVALIDATION OF ANY OF THE FOREGOING COVENANTS AND RESTRICTIONS SHALL IN NO WAY AFFECT ANY OTHER PROVISION CONTAINED HEREIN.
20. SATELLITE ANTENNA DISKS MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO SIZE AND LOCATION.
21. STORM DRAINAGE OVERFLOW EASEMENT- ALL LOTS ADJACENT TO A BODY OF WATER SHALL BE SUBJECT TO A DRAINAGE OVERFLOW EASEMENT, NO PERMANENT STRUCTURE SHALL BE PLACED OVER ANY PART OF THE DRAINAGE OVERFLOW EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARC. THE OWNER OF EACH LOT ABUTTING THE STORM DRAINAGE OVERFLOW EASEMENTS. IF ANY ARE SHOWN ON THIS PLAT WILL HOLD THE CITY OF MONTGOMERY, ALABAMA, THE DECLARANT, THE ASSOCIATION AND THE ARC, THEIR SUCCESSORS AND ASSIGNS, HARMLESS FOR ANY DAMAGES OR INJURY TO PHYSICAL PROPERTY OF LIFE, HUMAN OR ANIMAL CAUSED OR EXACERBATED BY STORM WATER RUNOFF, THE CITY OF MONTGOMERY, ALABAMA, WILL NOT BE RESPONSIBLE FOR INSTALLATION AND/OR MAINTENANCE OF THE DRAINAGE OVERFLOW EASEMENT OR IN ANY PRIVATE STORM DRAINAGE EASEMENT.
22. WATER FRONT AREAS AND WATERWAYS - ANY LOT WHICH SHALL ABUT ANY LAKE, STREAM, POND OR OTHER WATERWAY SHALL BE SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS:
 - A. NO PIER, DOCK OR OTHER STRUCTURE OR OBSTRUCTION SHALL BE BUILT OR MAINTAINED UPON ANY WATERFRONT LOT OR INTO OR UPON ANY WATERWAY ON THE PROPERTY OR ADJACENT THERETO EXCEPT WITH THE SPECIFIC WRITTEN APPROVAL OF THE ARC. NO DEVICE MAY BE CONSTRUCTED OR INSTALLED UPON ANY LOT WHICH SHALL IN ANY WAY ALTER THE COURSE OF OR NATURAL BOUNDARIES OF ANY WATERWAY OR WHICH SHALL INVOLVE OR RESULT IN THE REMOVAL OF WATER FROM THE

BODY OF WATER EXCEPT WITH THE SPECIFIC WRITTEN APPROVAL OF THE ARC.

- B. ALL SUCH LOTS SHALL BE SUBJECT TO A PERPETUAL EASEMENT IN FAVOR OF THE ASSOCIATION OVER THAT PORTION OF THE LOT DESIGNATED ON THE FACE OF THE PLAT AS "STORM DRAINAGE OVERFLOW EASEMENT" INCLUDING THE RIGHT TO SUBMERGE THE PORTION OF THE LOT INCLUDED THEREIN.
 - C. THE OWNER OF EACH LOT SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM THE WATER, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PROPERTY BETWEEN THE SIDE LOT LINES OF HIS PROPERTY TO THE WATERS EDGE.
 - D. THE OWNER OF EACH LOT ABUTTING THE WATERS EDGE SHALL RELEASE AND DISCHARGE THE DECLARANT, THE ASSOCIATION, THE COUNTY OF MONTGOMERY ("COUNTY") AND THE CITY OF MONTGOMERY, ALABAMA, A MUNICIPAL CORPORATION ("CITY"), FROM ANY AND ALL CLAIMS NOW OR HEREINAFTER EXISTING OR ACCRUING IN OWNER'S FAVOR AGAINST ANY OF SUCH PARTIS FOR DEBT AND DAMAGE NOW OR HEREAFTER SUSTAINED BY OWNER TO OWNER OR OWNER'S FAMILY OR TO OWNER'S PROPERTY AND PROPERTY RIGHTS BY REASON OF OR ACCOUNT OF THE OPERATION AND MAINTENANCE OF SAID LAKES, EXCEPT FOR ANY PARTICULAR PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN FAILING TO MAINTAIN THE LAKES.
23. LOWDER NEW HOMES, INC., RESERVES THE RIGHT TO AMEND THIS PLAT AND/OR THESE COVENANTS AND RESTRICTIONS BY INSTRUMENT, IN WRITING, WITHOUT THE CONSENT OF THE OTHER THEN PROPERTY OWNERS AS LONG AS LOWDER NEW HOMES, INC. OWNS ANY LOTS IN THIS PLAT.

ALABAMA POWER COMPANY

ALABAMA POWER COMPANY IS GRANTED THE RIGHT TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN ITS FACILITIES, INCLUDING ALL CONDUITS, CABLES, TRANSCLOSURES AND OTHER APPLIANCES USEFUL OR NECESSARY IN CONNECTION THEREWITH, WITHIN A TEN (10) FOOT EASEMENT ALONG THAT PORTION OF EACH LOT ABUTTING A DEDICATED STREET, AND ANY OTHER UTILITY EASEMENT SHOWN, FOR THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER. TOGETHER WITH ALL THE RIGHTS AND PRIVILEGES NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OR USE THEREOF, INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID FACILITIES AND THE RIGHT TO EXCAVATE FOR INSTALLATION,

REPLACEMENT, REPAIR, AND REMOVAL THEREOF; AND ALSO THE RIGHT TO CUT AND KEEP CLEAR ALL TREES, UNDERBRUSH, SHRUBBERY, ROOTS AND OTHER GROWTH, AND TO KEEP CLEAR ANY AND ALL OBSTRUCTIONS OR OBSTACLES OF WHATEVER CHARACTER ON, UNDER AND ABOVE SAID FACILITIES. ALSO INCLUDED IN THE RIGHTS GRANTED HEREIN IS THE RIGHT TO INSTALL SERVICE LATERALS RUNNING FROM SAID 10 FOOT WIDE EASEMENT TO THE DWELLINGS OR BUILDINGS CONSTRUCTED ON THE LOTS WITHIN THIS PLAT.

RESIDENTIAL ASSOCIATION

- A. ALL LOT OWNERS OF THIS PLAT SHALL BE MEMBERS OF THE HALCYON SUMMIT RESIDENTIAL ASSOCIATION, INC.
- B. ALL PLANTS, TREES, SHRUBS, LAWNS, HEDGES AND OTHER PLANTINGS AND WALLS LOCATED IN BEAUTIFICATION AREAS AND LANDSCAPE AREAS OR OTHER COMMON AREAS IN THIS SUBDIVISION WILL BE UNDER THE ABSOLUTE CONTROL OF THE HALCYON SUMMIT RESIDENTIAL ASSOCIATION.
- C. MAINTENANCE OF THESE AREAS WILL BE THE RESPONSIBILITY OF SAID ASSOCIATION.
- D. SAID ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON ANY PART OF THE PROPERTY DESCRIBED IN SECTION "B" ABOVE FOR THE PURPOSE OF TRIMMING, PRUNING, CUTTING OR PLANTING ANY GRASS, SHRUBS, TREES, HEDGES, ETC. IN AN EFFORT TO KEEP THE APPEARANCE OF THE PROPERTY UNIFORM AND NEAT.
- E. ALL PRIVACY FENCES, ENTRANCE FEATURES AND LIGHTING LOCATED IN SPECIAL BEAUTIFICATION OR LANDSCAPING EASEMENTS HAVE BEEN CONSTRUCTED BY THE DEVELOPER AND WILL BE OWNED AND MAINTAINED BY THE HALCYON SUMMIT RESIDENTIAL ASSOCIATION, INC. NO CHANGE WILL BE PERMITTED UNLESS APPROVED BY THE ASSOCIATION.
- F. PROHIBITED USES: NO PERSON SHALL, WITHOUT THE WRITTEN APPROVAL OF THE ASSOCIATION DO ANY OF THE FOLLOWING ON ANY PART OF THE COMMON AREA, (A) USE MOTOR BOATS ON ANY LAKE, POND OR STREAM; (B) BOAT OR FISH (NO PERMISSION TO BOAT OR FISH WILL BE GRANTED TO ANYONE UNDER THE AGE OF SIXTEEN, UNLESS SAME IS TO BE ACCOMPANIED BY AN ADULT); (C) PERMIT THE RUNNING OF ANIMALS EXCEPT WHEN ON A LEASH; (D) LIGHT ANY FIRES EXCEPT IN DESIGNATED PICNIC AREA; (E) FELL ANY TREES OR INJURE OR DAMAGE ANY LANDSCAPING; (F) INTERFERE WITH ANY DRAINAGE, UTILITY OR ACCESS EASEMENTS; (G) BUILD ANY STRUCTURES, RECREATIONAL OR

OTHER COMMON FACILITIES OTHER THAN THOSE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE; (H) DISCHARGE ANY LIQUID OR MATERIAL OTHER THAN NATURAL LAKE, POND OR WATER COURSE; (I) ALTER OR OBSTRUCT ANY LAKES, PONDS OR WATER COURSES; OR (J) INTERFERE WITH ANY WATER CONTROL STRUCTURES OR APPARATUS. THERE SHALL BE NO SWIMMING OR WADING BY ANYONE IN ANY PART OF THE LAKES, PONDS OR STREAMS ON THE TOTAL PROPERTY. NOR SHALL ANY PERSON VIOLATE RULES AND REGULATIONS THAT MAY BE ESTABLISHED BY THE ASSOCIATION GOVERNING THE USE OF THE COMMON AREAS.