

(4) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet and each side five feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements 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 company is responsible. Westminster Company, Inc. reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

(5) The exterior maintenance upon each lot, including the maintenance of the trees, shrubs, grass, sidewalks, buildings and improvements shall be the responsibility of each individual lot owner. Each individual lot owner shall maintain the exterior of his property, including glass surfaces, the repair, replacement and care of roofs, gutters, or downspouts, doors, windows or any mechanical or non-mechanical equipment and facilities which service the dwelling unit on each lot, the painting or staining of the normally painted or stained surfaces at normal intervals, the mowing, trimming, pruning, and general care of trees, shrubs, grass, and other landscaping items. Any change in the exterior colors, stains, paints, roof color or surface, or the addition of landscaping structures such as walls, fences, berms, or the addition of major landscaping items shall require the approval of the Architectural Committee, as set forth in Paragraph 20 herein.

In the event that an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon and the landscaping thereof as provided herein in a manner satisfactory to the Architectural Committee, after approval of a two-thirds (2/3) vote of the Architectural Committee, it shall have the right, through its agents or employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and the landscaping and any other improvements erected thereon. The cost of such exterior maintenance shall be paid by the lot owner. In the event all sums due are not timely paid by the lot owner, the Architectural Committee shall pursue appropriate legal action against the lot owner.

In order to enable the Architectural Committee to accomplish the foregoing, there is hereby reserved to the Architectural Committee the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided by this Paragraph.

(6) No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes an excessive number of parked automobiles or other vehicles on the lot and any location other than the driveway.

(7) No drying or airing of any clothing or bedding shall be permitted outdoors on any lot.

(8) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(9) No outside radio or television antennas shall be erected on any lot or dwelling unit unless and until permission for the same has been granted by the Architectural Committee.

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