

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR BRASSWOOD, SECTIONS ONE, TWO (A REPLAT OF SECTION
ONE), THREE, FOUR, FIVE, AND SIX, AN ADDITION TO OKLAHOMA
CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING
TO THE RECORDED PLATS THERETO

AFTER RECORDING RETURN TO:

WJ

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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF BRASSWOOD, SECTIONS
ONE, TWO, THREE, FOUR, FIVE, AND SIX**

THIS Amended Declaration is made by the Owners on the date hereinafter set forth for the purpose of making substantive and procedural amendments to the various Declarations, correct scrivener's errors contained in the Original Declarations, and to compile all Original Declarations into one document.

WITNESSETH:

WHEREAS, the Brasswood Addition Sections One, Two, Three, Four, Five, and Six are depicted within the plats filed within the Oklahoma County Clerk's Office at Book 53, Page 22; Book 54, Page 87; Book 55, Page 61; Book 55, Page 9; Book 57, Page 93; and Book 57, Page 12 (the Plats), more particularly described on Exhibit "A" hereto attached and made a part hereof,

WHEREAS, Declarant caused Declarations to be filed for the Brasswood Addition Sections One, Two, Three, Four, Five, and Six at Book 6052, Page 0091, on June 1, 1990; Book 6446, Page 1978, on June 15, 1993; Book 6564, Page 1028, on February 23, 1994; Book 6880, Page 2062, on April 16, 1996;

WHEREAS, the Properties have been substantially developed, the Declarant having completely sold or substantially sold all of the platted Lots within the Properties,

WHEREAS, the Declarant conveyed the Properties subject to the Original Declarations, pursuant to Oklahoma's Real Estate Development Act. (Title 60 O.S. §851 et. seq), and

WHEREAS, a necessary percentage of owners of Lots within the Properties voted to amend the Original Declarations as provided for herein.

NOW THEREFORE, the Owners hereby declare that the property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of any person having any right, title or interest in the described property and which shall be deemed to run with the land, and shall be a burden and benefit to any persons acquiring such interest, their grantees, successors, heirs, legal representatives and assigns.

ARTICLE 1 - DEFINITIONS

Section 1. "Assessment Schedule" shall means Five Dollars (\$5.00) per month per Lot.

Section 2. "Association" shall mean and refer to The Homeowners' Association of Brasswood.

Section 3. "Board of Directors" or **"Board"** shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the By-Laws of the Association or appointed by Declarant as therein provided.

Section 4. "By-Laws" shall mean the By-Laws adopted by the Association as amended from

time to time.

Section 5. "Common Area" shall mean that property so described on the recorded plat of Brasswood and, in addition, all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be deeded to the Association less and except all oil, gas and other minerals, when 75% of the Lots which will include any new additions platted from the property shown on Exhibit "D" to the Original Declarations.

The Common Areas shall consist of all land outside the Lots and not dedicated for public use for Streets within Brasswood together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners and, in general, all perimeter fences and walls, all apparatus and installations existing or hereafter constructed for common use, and all other parts of the properties necessary or convenient to its existence, maintenance and safety, but not including Lots or Dwelling Units herein described, and further excepting and reserving to the Declarant all oil, gas and other minerals in and under the property described on Exhibit "A".

Section 6. "Common Area Expenses" shall mean the Owner's pro rata share of the general common expenses including, but not limited to, the Common Area maintenance, repairs, utilities, insurance, management costs, drainways, reserves, capital improvements, assessments, and all other charges which the Association may levy upon the Owners in accordance with this Declaration.

Section 7. "Declarant" shall mean RTA Land Development Limited Partnership, an Oklahoma Limited Partnership (hereinafter "RTA"). Any other provision hereof to the contrary notwithstanding, RTA in its capacity as Declarant, hereby authorize and designate Dale E. Case, hereinafter called "the Manager", as Declarant's exclusive agent to act for and on behalf of the Declarant hereunder for any and all purposes and to the same extent as Declarant under all of the terms hereof. Specifically, but not by way of limitation, the Declarant expressly authorizes the Manager to act on its behalf and to exercise his sole discretion with respect to all those consents, approvals, reviews, decisions and other acts specified herein as within the authority of the Declarant until such time as RTA execute a written termination of Manager's authority to act in such a capacity. All notices to be given to Declarant as a member or otherwise hereunder shall be given to Manager as Declarant's agent.

Section 8. "Declaration" shall mean this document of Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Brasswood, as same may be amended from time to time.

Section 9. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but is not limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses, and any temporary structures.

Section 10. "Drainway" shall mean and refer to all swales, channels, watercourses, draws, depressions, ditches, whether or not any of these shall constitute recognizable ravines or gorges of any size, and whether natural or artificial, over an in which surface water flows or is meant to

flow.

Section 11. "Dwelling Unit" shall mean and refer to the single family residence constructed or to be constructed on each Lot and any replacement thereof, including the garage, patio and fence, along with the real property underlying the same as described in the deed to such Dwelling Unit.

Section 12. "Dwelling Unit Exterior" shall mean and refer to the roof, foundation, steps, footings, patios, fences, drainways, balconies, crawl spaces and outer surface of exterior walls of the Dwelling Unit, including, without limitation, those portions which serve more than one Dwelling Unit.

Section 13. "Lots" shall mean an individual lot or any combination of lots as shown on the Plats for Brasswood.

Section 14. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

Section 15. "Mortgagee" shall mean any person or entity named as the Mortgagee under such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage.

Section 16. "Owner" shall mean and refer to the record owner of any Dwelling Unit, whether one or more persons or entities, excluding those having an interest under an encumbrance. Wherever in this Amended Declaration the term "owner" is used, it shall include and apply to "owner/tenant."

Section 17. "Owner/Tenant" shall mean the one or more persons or entities who, as owner of a leasehold interest in any lot in the Properties and title to the improvements located on the leasehold, or the assignee of the leasehold is entitled of record to possession of any lot which is a part of the Properties.

Section 18. "Party Wall" shall mean the entire wall or fence, including the foundations thereof, which is built as a part of the original improvements on a Lot and is intended to be placed on the boundary line between adjoining Lots.

Section 19. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 20. "Properties" shall mean and refer to the property described on Exhibit "A" including all Lots and all improvements thereon and thereto, Common Areas, and other real property which constitute or shall constitute the entire project herein created, known as Brasswood.

Section 21. "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

Section 22. "Street" shall mean any street, cul-de-sac, lane, drive, way, avenue, boulevard, court, circle, place, manor, terrace, or other road intended for automobile traffic, as shown on any recorded subdivision plat of the Properties.

ARTICLE 2 - SCOPE OF AMENDED DECLARATION.

Section 1. PROPERTY SUBJECT TO AMENDED DECLARATION. Owners, as the owners of a necessary percentage of fee simple title to the Properties sufficient to amend the Original Declarations, expressly intend to, and by recording this Amended Declaration do hereby, subject the Properties to the provisions of this Amended Declaration, provided, that the total development area shall not exceed a number of Dwelling Units equal to the number of platted Lots described within the Plats.

Section 2. CONVEYANCES SUBJECT TO AMENDED DECLARATION; REFERENCES IN DEEDS, ETC. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Amended Declaration shall be deemed to be covenants appurtenant, running binding on any person having at any time an interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Amended Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

Section 3. OWNERS' RIGHTS SUBJECT TO THE PROVISIONS OF THIS AMENDED DECLARATION. Each Owner shall own his Dwelling Unit in fee simple or a land lease for use as a primary single-family residence, and shall have full and complete dominion thereof, subject to the provisions of this Amended Declaration.

Section 4. STAGED DEVELOPMENT. If applicable, Declarant may in Declarant's sole discretion develop additional phases of Brasswood within the area described on Exhibit "D" to the Original Declarations, which may be annexed by the Declarant and made a part of this Amended Declaration without the consent of the Association within 10 years of the date of the first filed Original Declaration, provided that the annexed land shall not be subject to Article 5 of this Amended Declaration dealing with "Use and Other Restrictions". Each additional phase shall be governed by its own use restrictions and covenants which shall be filed of record at the time of development by the Declarant.

ARTICLE 3 - PROPERTY RIGHTS

Section 1. OWNERS' NONEXCLUSIVE EASEMENT OF ENJOYMENT: LIMITATIONS. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights:

- (a) **Association Rights To Use and To Grant Easements.** The non-exclusive right and

easement of the Association to make such use of the Properties as may be necessary or appropriate for the performance of the duties and functions, which it is obligated or permitted to perform under this Amended Declaration. The Association, in its sole discretion, may from time to time grant easements and rights-of-way on, across, under and over the Common Area to any Municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Properties or any other phase or section of Brasswood.

- (b) **Association Right To Make Rules.** The right of the Association to make such reasonable Rules regarding the use of the Common Area and facilities located thereon by members and other persons entitled to such use, including members from other phases of Brasswood.
- (c) **Borrow Money.** The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said Common Areas, provided, however, any such mortgage shall provide that in the event of a default the mortgagee's rights thereunder as to any of such Common Areas shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.
- (d) **Protect Property.** The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (e) **Other Reserved Rights.** The rights reserved in this Amended Declaration to Owners, other persons and the Association.

Section 2. **DELEGATION OF USE; NONRESIDENT OWNER.** Any Owner may delegate his right of enjoyment of the Common Area to the members of his family, to his tenants, to guests or to contract purchasers who may reside in the Dwelling Unit. All such persons shall be subject to the Rules concerning such use.

Section 3. **LEASE OF DWELLING UNIT; LEASES IN WRITING AND SUBJECT TO AMENDED DECLARATION; BREACH HEREIN A LEASE DEFAULT.** Any Owner shall have the right to lease his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following. Any such leases shall be in writing and shall provide that the lease is subject to the terms of this Amended Declaration and the Rules. Only an entire Dwelling Unit may be leased, not any portions thereof, and only for single family residential use. Any failure of a lessee to comply with the terms of this Amended Declaration, Articles of Incorporation, or By-Laws of the Association, or the Rules shall be a default under the lease enforceable by the Association.

Section 4. **TITLE TO COMMON AREAS.** The Common Areas within Brasswood are owned by the Association, the Declarant having conveyed legal title in the Common Areas to the Association by recorded instrument filed in the Oklahoma County Clerk's Office.

Section 5. **NON-DEDICATION TO PUBLIC USES.** Nothing contained in this Amended

Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

ARTICLE 4 - EASEMENTS

Section 1. **DWELLING UNIT ACCESS EASEMENT.** Each Owner shall have a non-exclusive easement in, on and through the Common Area for access to said Owner's Dwelling Unit, provided that access by vehicle shall be only over public streets provided therefor.

Section 2. **BLANKET EASEMENTS FOR UTILITIES; FOR POLICE, FIRE, ETC., FOR MAINTENANCE AND REPAIR TO COMMON AREA.** There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Area for ingress and egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewers, gas, telephones, cable television, and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings upon the Common Area. As easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Area and any Dwelling Unit to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area except as approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, the Association may grant such an easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 3. **EASEMENTS FOR ENCROACHMENTS.** If any part of the Common Area encroaches or shall hereafter encroach upon a Dwelling Unit adjacent thereto, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Dwelling Unit unintentionally encroaches or shall hereafter (whether because of reconstruction, settling, shifting or otherwise) encroach upon the Common Area, or upon another Dwelling Unit, the Owner of that encroaching Dwelling Unit shall and does have a continuing easement for such encroachment and for the maintenance of the same until such time as such dwelling unit is removed or replaced.

Section 4. **EASEMENTS FOR DRAINAGE.** The Association is hereby granted an easement and right of access in, on and through any Lot for the purposes of maintenance, repair, replacement or construction of Drainways as it deems necessary in order to promote the best and most reasonable flow of surface water across the Properties. Pursuant to said easement, the Association shall have the right to divert, accentuate or otherwise alter any Drainway across any of the Properties.

Section 5. **EASEMENTS DEEMED APPURTENANT.** The easements and rights herein created for an Owner shall be appurtenant to the Dwelling Unit of that Owner, and all conveyances and instruments affecting title to a Dwelling Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

ARTICLE 5 - USE AND OTHER RESTRICTIONS

Section 1. **USE; RESIDENTIAL; NEW CONSTRUCTION.** All of the Properties shall be used for residential purposes; for services and activities in conjunction with said residential use; for Dwelling Units; for the maintenance administration of the aforementioned. All structures erected upon the Properties shall be of new construction and none shall be moved from other locations onto the Properties. No more than a number of Dwelling Units equal to the number of platted Lots described within the Plats shall be constructed, used, or occupied on the Properties. All Dwelling Units shall contain a minimum of 2,000 square feet of living area, exclusive of garages (except those Dwelling Units existing at the date of filing this Amended Declaration). All Dwelling Units shall be constructed as follows:

- (a) All roofs shall be constructed of cedar shingles; or fiberglass shingles which resemble cedar shingles or composition shingles. Composition shingles must be minimum of 300 pounds and color must appear as #1 cedar shingles or as approved by the Manager or Architectural Committee. All composition shingles must be approved.
- (b) All houses must have 2 car or larger garages.
- (c) Chimneys shall be constructed of brick or stone on three (3) sides, or as approved by the Architectural Committee or Manager.
- (d) All residential structures in the addition shall have exterior finishes consisting of not less than fifty percent (50%) brick, stone or stucco veneer and fifty percent (50%) frame or other material which will blend with the type and color of brick, stone or stucco veneer used. It is the intention of this restriction to permit panels of other materials than brick, stone or stucco to be used but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the structure be built of material other than brick, stone or stucco veneer. This restriction is intended to encourage the use of the principal exterior of residences of masonry construction but may be modified to allow the use of other materials to blend with the environment and to eliminate repetition of design and appearance. The Architectural Committee may grant such exceptions to the above limitations which it in its sole discretion shall be deemed to the best interests of the appearance of particular sections of the addition.
- (e) Any two story residence built in Brasswood Addition shall have a minimum of 1,500 square feet or as approved by the Architectural Committee or the Manager on the first or ground floor.
- (f) No miscellaneous structures shall be allowed on any lot or site without the prior written approval of the Architectural Committee - "Miscellaneous structures" shall include but shall not be limited to: Detached garages; Out buildings (a structure not attached or forming a part of the main residential structure); Storage Tool shed; Kennel; Pool house or cabana; Greenhouse; Pergola; Radio or television tower; Antenna or aerial; Any temporary structure. This restriction is not intended to prohibit miscellaneous structures

but only to control the size, location and appearance of the same in order to protect all owners of all lots or sites..

Section 2. PROHIBITIONS; WASTE; ALTERATIONS OF COMMON AREA OR DWELLING UNIT EXTERIOR. All use and occupancy of the Common Area shall be subject to and governed by the Rules. No damage or waste shall be committed to the properties. No Owner shall alter any of the Common Area or any Dwelling Unit Exterior without the prior written consent of the Manager or Architectural Committee. Nothing shall be done within the Properties which would impair the structural integrity of any improvement located on the Properties.

Section 3. NO IMPERILING OF INSURANCE. Nothing shall be done within the Properties which might result in an increase in the premiums of insurance obtained for any portion of the Properties or which might cause cancellation of such insurance, except with the prior written consent of the Board.

Section 4. NUISANCES; OFFENSIVE ACTIVITY; HAZARDOUS ACTIVITY; DUMPING GROUND; GARBAGE STORAGE AND DISPOSAL. No noxious or offensive activity shall be carried on upon the Common Area, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any person. No part of the Common Area may be used as a dumping ground for garbage, trash, or waste, and the same shall be kept in a clean and sanitary manner. All equipment for the storage or disposal of garbage, trash, and waste shall be kept in a clean and sanitary condition. Garbage, trash or waste disposal shall be made in such a manner as may be established by the Association, and the burning of garbage, trash or waste in outside incinerators, barbecue pits or the like is strictly prohibited.

No vacant lot shall be used for the dumping of ashes, trash, grass clippings or other refuse. Each owner of a vacant lot shall be required to keep it in presentable condition, mowed and free of debris. The Architectural Committee may after thirty (30) days written notice, mailed to the last known address of the owner of any vacant lot, advising such owner of his violation of this restriction, have such vacant lot mowed, trees trimmed, or debris removed and levy the cost thereof as a lien upon such lot by filing written notice of such lien and the amount thereof on the land records of Oklahoma County, State of Oklahoma, and may enforce the same in the manner provided for the enforcement of materialman's liens by the laws of the State of Oklahoma.

Section 5. SIGNS. No signs, billboards or advertising devices of any nature except "for sale" signs in compliance with the Rules of the Association shall be erected or maintained on any part of the Properties. The Association may erect signs or notices for identification purposes in accordance with the applicable state and municipal laws or codes.

Section 6. PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to the rules of any governmental ordinances or laws. Dogs shall be leashed at all times when outside a

Dwelling Unit and shall be confined for excretion to such areas as may be designated by the Association. Pets constituting a nuisance may be ordered by the Board to be kept within the Dwelling Unit of the owner or ordered expelled from the Properties. No more than the number of household pets permitted to be kept under Oklahoma City ordinance may be kept in any Dwelling Unit without the written permission of the Association. Any owner who causes any animal to be brought or kept within the Properties shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

Section 7. **TRASH AND UNSIGHTLY USES; ASSOCIATION RIGHT TO ENTER AND REMOVE; VIEW FROM COMMON AREA OR DWELLING UNIT.** Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Dwelling Unit Exterior. The Association shall have the right to enter upon any Dwelling Unit Exterior and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner and failure of Owner to comply with this Section such entry shall not be deemed a trespass. The Association shall make Rules concerning trash, storage and collection, subject to this provision that all trash receptacles shall not be visible from a street except for trash collection days. All clotheslines or drying yards, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the Common Area or any other unit within the project.

Section 8. **MINERAL EXPLORATION.** No portion of the Properties shall be used to explore for or to remove any water, soil, hydrocarbons, or other materials of any sort, unless approved by the Manager.

Section 9. **TREES, SHRUBS AND WATER; ALTERATION OR OBSTRUCTION OF DRAINWAYS.** The removal of trees, shrubs, and other improvements from the Common Area shall be prohibited without the express written approval of the Board. No person shall permit water to be introduced or placed into or on the soil anywhere within the Common Area without the express written approval of the Board. No person other than the Association shall alter any Drainway anywhere on the Properties or permit the same, by act or omission, to become obstructed in any manner, but nothing herein shall relieve any Owner of his duty to maintain Drainways as otherwise provided.

Section 10. **PARKING.** No motorized vehicle of any type shall be parked or driven anywhere on the Common Area, unless the vehicle is used for maintenance purposes. No commercial type of vehicle, truck or recreational vehicle shall be parked on the Dwelling Unit driveway unless engaged in transport to or from a building. For purposes of this Amended Declaration, a Recreational Vehicle shall include: motor homes, motor coaches, buses, boats, pick-up trucks with camper tops or similar accessories, camping trailers or trailers of any type. Except as hereinafter provided, no unused vehicle shall be stored or parked on the Common Area or on any Dwelling Unit driveway. "Unused vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served upon the Owner, and if such vehicle has not been removed within seventy-two (72) hours thereafter,

the Board shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. If such Owner shall be a member of the Association, the cost thereof may be added to his regular assessment. No automobile, or other vehicle shall be parked in any yard, nor shall any such automobile or other vehicle be repaired, dismantled, rebuilt, or serviced on any lot, driveway, or yard of any lot or site in this addition.

Section 11. **MECHANIC'S LIENS.** No labor performed or materials furnished with the consent or at the request of Owner, his agent, contractor, or subcontractor shall create any right to file a mechanic's lien against the Dwelling Unit of any other Owner who does not consent to or request the same or against any interest in the Common Area. Each contracting or consenting Owner shall indemnify, defend, and hold harmless the Association and each of the other Owners from the against liability arising from the claim of any lienor against the Dwelling Units for labor performed or for materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto, including attorneys' fees and expenses. Said expenses shall be added to his regular assessment.

Section 12. **GARAGE DOORS.** Owners shall keep their garage doors closed at all times except when necessary for ingress and egress and all cars are to be parked in the garage.

Section 13. **RULES.** Every Owner, his guests, members of his family, servants, employees, invitees, lessee and licensees shall adhere strictly to the Rules.

Section 14. **UTILITIES.** The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

Section 15. **SIDEWALKS.** Each Lot shall have a sidewalk furnished by the builder which shall be located in the front of each Lot, and shall be a minimum of 48" inches wide and shall be contiguous with each other sidewalk. Sidewalk to be one foot (1') in front of property line continuous with all other sidewalks. Maintenance of the sidewalks will be the responsibility of the Owner.

Section 16. **FENCING.** All fencing must be approved by Manager or Architectural Committee.

Section 17. **MAILBOXES.** All mailboxes shall be located in the front of each Lot. The design and location of each mailbox shall be approved by the Manager or Architectural Committee.

Section 18. **RECREATIONAL VEHICLES.** No recreational vehicles shall be stored or