

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TIMBERWOOD SUBDIVISION**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

THAT D.R. HORTON - TEXAS, LTD., a Delaware corporation (the "Declarant"), is the owner of all that certain tract of land platted and described as Timberwood Subdivision (the "Addition"), an addition located within the extraterritorial jurisdiction of the City of Austin (the "City"), Texas, according to the plat thereof (the "Plat") recorded in the Plat Records of Williamson County (the "County"), Texas.

Declarant has subdivided the Property into single-family lots (the "Lots"); as shown on the Plat.

Declarant hereby declares that all of the Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of establishing a general scheme for the development of all of the Lots in the Addition, and for the purpose of enhancing and protecting the value, attractiveness, and desirability of said Lots, and which shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I

Construction of Improvements and Use of Lots

Section 1.1 Residential Use. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 1.2 Single-Family Use. Each residence may be occupied by only one (1) family, consisting of persons related by blood, adoption, or marriage, or no more than two (2) unrelated persons living and cooking together as a single-housekeeping unit, together with any household servants.

Section 1.3 Garage Required. Each residence shall have a detached or attached garage suitable for parking not less than two (2) or more than three (3) standard-sized automobiles, which garage conforms in design and materials with the main structure. All garages shall be front, side, or rear entry, provided, however, that garage locations may vary, with the written approval of the Committee (as hereinafter defined).

Section 1.4 Restrictions on Re-Subdivision. None of the Lots shall be subdivided into smaller Lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete, asphalt, or similar substance approved by the Committee.

Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, basketball goal, trailer, or mobile home of any kind, or any improvement of a temporary character (except children's playhouses, dog houses, and gazebos and buildings for storage of lawn maintenance equipment, which may be

placed on a Lot only in places which are not visible from any street on which the Lot fronts and that are approved in writing by the Committee prior to installation) shall be permitted on any Lot, except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling, or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence, unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office, temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Addition, except those used by a builder during the construction of improvements.

(d) No vehicles or similar equipment shall be parked or stored in any area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks, and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

(e) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time.

(f) No structure of a temporary character, such as a trailer, tent, shack, barn, or other outbuilding shall be used on any property at any time as a dwelling house, provided, however, that any builder may maintain and occupy model houses, sales offices, and construction trailers during the construction period.

(g) No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for use in quarrying or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted within the Addition.

(h) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property in the Addition, except that dogs, cats, or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health, or safety of the community. No more than four (4) pets will be permitted on each Lot. Pets must be restrained or confined on the homeowner's back lot, inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification.

(i) No Lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other

equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction, so long as construction progresses without undue delay.

(j) No individual water supply system shall be permitted in the Addition.

(k) No individual sewage disposal system shall be permitted in the Addition.

(l) No garage, garage house, or other outbuilding [except for sales offices and construction trailers during the construction period] shall be occupied by any owner, tenant, or other person prior to the erection of a residence.

(m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) Except with the written permission of the Committee, no antennas, discs, or other equipment for sending or receiving sound or video messages shall be permitted in this Addition, except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure, except that, with the written permission of the Committee, one (1) antenna may be permitted to be attached to the roof of the main residential structure, to extend above said roof a maximum of five (5) feet.

(o) No Lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons, so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(p) No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between three feet [3'] and six feet [6'] above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet [10'] from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet (10') from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos, and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(r) Within easements on each Lot, no structures, planting, or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels, or which may

obstruct or retard the flow of water through drainage channels.

(s) No sign of any kind shall be displayed to the public view on any Lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet, advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespassing or any other liability in connection with such removal.

(t) The drying of clothes in full public view is prohibited. The owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds, or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes-drying equipment, yard equipment, and storage piles.

(u) Except within fireplaces in the main residential dwelling and, except for outdoor cooking, no burning of anything shall be permitted anywhere within the Addition.

(v) The general grading, slope, and drainage plan of a Lot may not be altered without the approval of the City, County and other appropriate agencies having authority to grant such approval.

Section 1.7 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, shall be not less than thirteen hundred (1,300) square feet, or the minimum habitable floor area as specified by the City or County, whichever is greater.

Section 1.8 Building Materials. The total exterior wall area of each building constructed or placed on a Lot shall be not less than seventy-five percent (75%) (or such higher percentage as may be required by the City or County) brick, brick veneer, stone, stone veneer, masonry, or other material approved by the Committee. Windows, doors, openings, gables, or other areas above the height of the top of standard-height first-floor windows are excluded from the calculation of the total exterior wall area. Roofing shall be of a substance acceptable to the City, the County, the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), and the Committee.

Section 1.9 Side and Frontline Setback Restrictions. No dwelling shall be located on any Lot nearer to the front lotline or nearer to the sidestreet line than the minimum setback lines shown on the Plat, or required by the City or County. In any event, no building shall be located on any Lot nearer than twenty-five feet (25') to, nor farther than thirty feet (30') from, the front lotline or nearer than five feet (5') to any side lotline (or interior lotline), except that structures on corner Lots may be fifteen feet (15') from the sidestreet. For purposes of these covenants, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 1.10 Waiver of Front Setback Requirements. With the written approval of the Committee, any building may be located farther back from the front property line of a Lot than provided above, where, in the opinion of the Committee, the proposed location of the building will add to the appearance and value of the Lot and will not substantially detract from the appearance of the adjoining Lots.

Section 1.11 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood, or other material approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. Fences or walls

erected by Declarant shall become the property of the owner of the Lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III.

Section 1.12 Sidewalks. All sidewalks shall conform to City, County, FHA, and VA specifications and regulations.

Section 1.13 Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee.

ARTICLE II

Architectural Control

Section 2.1 Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters, and knowledgeable about Declarant's concern for a high level of taste and design standards within the Addition. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Addition consistent with this Declaration.

Section 2.2 Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining member(s) shall appoint a successor member. In default of such appointment, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action, or damages arising out of, services performed pursuant to this Declaration.

Section 2.3 Authority. No landscaping shall be undertaken, and no building, fence, wall, or other structure shall be commenced, erected, placed, maintained, or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans, specifications, and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Addition;

(c) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots, improvements and drainage arrangements; and

(d) the other standards set forth within this Declaration (and any amendments thereto), or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot owners, or the general value of Lots in the Addition. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Committee shall consider only the general appearance of the proposed building, as that can be determined from front, rear, and side elevations on submitted plans.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location, or any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee, and the other complete set of plans shall be marked "Approved", signed by a majority of the Committee, and returned to the Lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved", and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within ninety [90] days after the date of submission, written approval of the matters submitted shall not be required, and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design, and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar, or irregular structures from being built in the Addition. The Committee shall also have the authority to require a minimum 5/12-foot roof slope; to specify that chimney flues be covered with brick, masonry, or wood; to prohibit the use of light-weight composition roof material; to require that the colors of roofing materials be earth tones; to require the use of anodized aluminum divided-light windows; and generally to require that any plans meet the standards of the existing improvements on neighboring Lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable, and uniformly applied, and shall carry forward the spirit and intention of this Declaration.

Section 2.6 Termination; Continuation. The Committee appointed by Declarant shall cease to exist on the earlier of: [a] the date on which all the members of the Committee file a document declaring the termination of the Committee; or [b] the date on which residences have been constructed on all Lots in the Addition. Notwithstanding the above provisions, at any time after the termination of the Committee, the record owners of a majority of the Lots in the Addition shall have the authority to record an instrument which provides for a committee elected by the homeowners to continue the functions of the Committee, which instrument shall establish election or appointment procedures whereby the homeowners' committee members shall be chosen, and a notice procedure whereby all homeowners in the Addition will receive notice of such procedures. If there is no Committee or homeowners' committee, no approval by the Committee or homeowners' committee shall be required under this Declaration; variations from the standards set forth in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping, and other matters approved by the Committee or homeowners' committee during their periods of control.

Section 2.7 Liability of Committee. The members of the Committee shall have no liability for decisions made by the Committee, so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the

owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, city codes, state statutes, or the common law, whether the same relate to lot lines, building lines, easements, or any other issue.

ARTICLE III

Special Fencing and Landscaping

Section 3.1 Fences, Walls, Sprinkler Systems, and Plants. For a period of ten (10) years after the recording of this document, Declarant shall have the right to erect, install, maintain, repair, and/or replace fences, walls, trees, shrubs, flowers, and/or sprinkler systems within that portion of any Lot adjacent to Anderson Mill Road (the "Perimeter Lots"), which area (the "Restricted Area") is located outside the building lines as shown on the Plat. Any fence, wall, trees, shrubs, flowers, or sprinkler system shall be the property of the owner of the Lot on which such fence, wall, trees, shrubs, flowers, or sprinkler system is erected or installed, subject to the easements and rights of Declarant set forth below. No fence, wall, trees, shrubs, flowers, or sprinkler system shall be erected or installed in the Restricted Area of any Perimeter Lot by the owner thereof without the prior written consent of Declarant.

Section 3.2 Landscaping. Declarant shall have the right to grade, plant, and/or landscape and maintain, repair, replace, and/or change such grading, planting, and landscaping on any portion of the Restricted Area of a Perimeter Lot. In the event Declarant does not landscape the Restricted Area on any Perimeter Lot, the owner thereof may plant grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Restricted Area.

Section 3.3 Easements. Declarant shall have, and hereby reserves, the right and easement to enter upon the Restricted Area of the Perimeter Lots for the purpose of exercising the discretionary rights set forth above.

Section 3.4 Maintenance by Individual Lot Owner. In the event Declarant does not maintain or repair any fences, walls, grading, planting, or landscaping erected, installed, or situated within the Restricted Area of any Perimeter Lot, then the owner of such Perimeter Lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting, and landscaping in a good and neat condition and appearance, provided, however, that the Lot owner shall give Declarant ten [10] business days' written notice before doing any maintenance other than mowing, edging, and trimming. So long as the Restricted Area on any Perimeter Lot and any fences, walls, grading, planting, and landscaping thereon are being reasonably maintained and repaired by Declarant, the owner of such Perimeter Lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of Declarant. In no event shall the owner of any Perimeter Lot perform any maintenance or repair work on any sprinkler system within the Restricted Area without the prior written consent of Declarant.

Section 3.5 Declarant's Discretion. Notwithstanding any provisions herein to the contrary, Declarant shall never be obligated to erect, install, maintain, repair, or replace any fences, walls, trees, shrubs, flowers, sprinkler systems, grading, planting, or landscaping on any Lots.

Section 3.6 Ten-Year Limitation. The provisions of this Article regarding Declarant's rights shall terminate and be of no further force and effect from and after that date which is ten [10] years after the recording of this document unless, pursuant to Section 4.13, the homeowners elect to exercise Declarant's rights hereunder.

ARTICLE IV

General Provisions

Section 4.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear five feet [5'] of each Lot. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any Lot, the owner thereof covenants and agrees to mow weeds and grass, and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

Section 4.2 Recorded Plat. All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant conveying Lots in the Addition, whether specifically referred to therein or not.

Section 4.3 Lot Maintenance. The owner and occupant of each Lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner, and shall edge the street curbs that run along the property line. Grass, weeds, and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the Property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. No foundation planting, shrub, or other vegetation near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any Lot, Declarant or its assigns may, at its option, have the grass, weeds, and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

Section 4.4 Maintenance of Improvements. Subject to the provisions of Article III, each Lot owner shall maintain the exterior of all buildings, fences, walls, and other improvements on his Lot in good condition and repair; shall replace worn and rotten parts; shall regularly repaint all painted surfaces; and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas, or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 4.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale, or otherwise, as to any breach occurring after such acquisition of title.

Section 4.6 Term. The foregoing covenants and restrictions shall run with and bind the land, and shall remain in full force and effect for a term of ten (10) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years, unless amended as provided above.

Section 4.7 Severability. If any condition, covenant, or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant, or restriction, each of which

shall remain in full force and effect.

Section 4.8 Binding Effect. Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants, restrictions, and agreements are not for the benefit of the owner of any land except land in the Addition. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Addition is on notice of the conditions, covenants, restrictions, and agreements herein contained.

Section 4.9 Enforcement. The owner of any Lot in the Addition shall have the easement and right to have each and all of the foregoing restrictions, conditions, and covenants herein faithfully carried out and performed with reference to each and every Lot in the Addition, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each Lot in the Addition, without reference to when it was sold, the right and easement to have such restrictions, conditions, and covenants strictly complied with, such right to exist with the owner of each Lot and to apply to all other Lots in the Addition, whether owned by the undersigned, its successors and assigns, or others. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers) of the fee simple title to a Lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 4.11 Other Authorities. If other authorities, such as the city or county, impose more demanding, expensive, or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 4.12 Addresses. Any notices or correspondence to an owner of a Lot shall be addressed to the street address of the Lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below, or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the county.

Section 4.13 Homeowners' Election. If, at any time, a majority of the owners of Lots in the Addition execute and record a document stating their intent and desire to perform some or all of Declarant's landscaping, maintenance, approval, or other rights or functions hereunder and, if such document provides a reasonable procedure for notifying all owners and for delegating responsibility and performing such functions, and if such document is approved and executed by Declarant, then such owners shall be entitled to all the discretion, authority, easements, and rights of Declarant with respect to the matters as to which the homeowners elect to assume responsibility.

Section 4.14 Amendment. At any time, the owners of legal title to seventy-five percent (75%) of the Lots within the Addition (as shown by the county records) may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendment(s), except that, for the ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of Declarant.

