

## RESTRICTIONS AND COVENANTS ON AND FOR GREEN TREE NORTH

(Amended XXX 2021)

Green Tree North (referred to herein as the "Subdivision") was filed and recorded in Cabinet C, Number 149 in the Deed-Plat Records of Midland County, Texas. In order to insure Green Tree North maintains a desirable character, to assure uniformity, harmony and to carry out a general plan for the use, convenience and benefit for each and every owner claiming any interest therein, Green Tree North desires to implement the following restrictions, conditions and use limitations and does hereby adopt and establish the following covenants, conditions and restrictions.

1. DESIGNATION OF LOTS As used herein, the phrase "Office Lots" shall mean and refer to Lot 20, Block 6. "Single-Family" Lots shall mean and refer to all remaining lots and blocks within the Subdivision. Should any "Office Lots" be used for residential purposes, said lot shall no longer be considered an "Office Lot" but rather a "Single-Family Lot" for the purposes of these covenants, conditions and restrictions.

2. SCOPE OF RESTRICTIONS The covenants, conditions and restrictions hereinafter set forth shall constitute covenants running with the land and shall be binding upon all present and future owners of lands within the Subdivision, excepting only the Office Lots of the Subdivision, and any person acquiring title to any lot subject hereto, shall thereby agree and covenant to abide by and perform to the covenants, conditions and restrictions set forth herein, but in the absence of any express agreement, the same shall be implied by the acceptance of any conveyance of lands located within the Subdivision, except lands within the Office Lots of the Subdivision. These covenants, conditions and restrictions shall be applicable to all of the Subdivision, except as otherwise expressly provided herein.

3. USE OF PREMISES All of the Single-Family Lots shall be used only for single-family residential dwellings. Garages and other customary and usual accessory structures may be attached or detached from residential dwellings; provided however, all garages shall be of sufficient size to accommodate the parking and storing of not less than two automobiles. No boats, trucks, trailers, campers, automobiles or any other type of vehicle shall be stored on any lots or drives, except in closed garages or storage facilities protected from the view of the public or other residents of the Subdivision. There shall be no open carports.

4. THE GREEN TREE NORTH HOMEOWNERS ASSOCIATION The Green Tree North Homeowners Association, Inc. (Association) is a non-profit corporation incorporated under the laws of the State of Texas. Each owner of a lot in the Subdivision, except owners of the Office Lots, shall be a member of the Association, so long as he shall be such an owner, and such membership shall automatically terminate when such ownership ceases. Membership shall be appurtenant to and may not be separate from the ownership of a lot in the Subdivision, and the ownership of a lot in the Subdivision shall be the sole qualification for membership. Upon the transfer of ownership of a lot, howsoever achieved, the new owner shall, concurrently with such transfer, become a member of the Association, and shall not be necessary that any instrument provide for transfer of membership in the Association. Evidence of transfer of a lot in the Subdivision shall be furnished to the Association in the form of a certified copy of the recorded conveyance of a lot by the current owner thereof, as reflected upon the books and records of the Association. If there are one or more owners of the lots, then such owners shall designate one of their numbers as the member of the Association, which designation shall be made in writing to the Board of Directors (Board) of the Association. After an owner is so designated the Board may reply on such designation, until written notice revoking said appointment is received by the Board. In the absence of such designation, the co-owners of any particular lot shall not be entitled to any vote, fractional or otherwise, in the Association.

5.1 BOARD OF DIRECTORS The affairs of the Association shall be governed by a Board composed of at least three, but not more than nine persons, to be selected by its members following the incorporation thereof, and annually thereafter, as the same may be provided for in the Bylaws of each Association.

5.2 MEETINGS OF THE BOARD OF DIRECTORS The Board of the Association shall meet as set forth in the Bylaws of the Association.

6. ARCHITECTURAL CONTROL COMMITTEE An Architectural Control Committee (Committee) shall be appointed, annually (each June), by the Board. It shall be the purpose of such Committee, in reviewing plans, specifications and plot plans, to insure for all owners, harmony of external and structural design and quality with existing structures. When the Committee considers granting exceptions to these Restrictions and Covenants, it shall seek guidance from the Board.

**7. STRUCTURES** No dwelling shall be erected or permitted to remain on any Single-family Lot having a ground floor area of less than 1,800 square feet (when measured to the exterior walls), exclusive of attached garages or similar appendages. Standby electric generators must be approved by the ACC and must meet applicable safety codes.

Any person desiring to commence the construction, reconstruction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, or other structure, shall submit to the Committee, two (2) complete sets of plans and specifications for said improvements showing the erection or alteration desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained on any lot unless and until the final plans, elevations, and specifications therefor have received written approval as herein provided. Such plans shall include plot plans showing the location on any lot or property of the wall, fence, or other structure proposed to be constructed, placed, altered, or maintained, together with the proposed color scheme for roofs and exteriors thereof. The Committee shall approve or disapprove the plans, specifications and details within thirty (30) days from its receipt thereof. One set of said plans and specifications and details, with the approval or disapproval endorsed thereof, shall be returned to the person submitting the same. The Committee shall have the right to disapprove any plans, specifications or details submitted if (i) such plans, specifications and details are not in accordance with all of the provisions of these restrictions and covenants; (ii) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures including painting of brick, the same color of brick paint will only be allowed every 4<sup>th</sup> home on the same side of the street; (iii) the plans and specifications submitted are incomplete; (iv) the Committee does not agree with the proposed location of such structure or improvements on the lot or property, regardless of the fact that such proposed location may comply with applicable zoning regulations, building codes, or restrictions otherwise applicable, including the restrictions expressed in Paragraph 11 hereof; (v) the Committee deems the plans, specifications, or details or any part thereof to be contrary to the spirit or intent of these covenants and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, or any of the adjacent property owners, all in the sole and uncontrolled discretion of the Committee. The decisions of the Committee shall be final and binding. If a homeowner wishes to appeal the ACC final decision, the homeowner can appeal to the Board one time for their final vote. Neither the undersigned nor any architect or agent of the undersigned or any member of the Committee shall be responsible in any way for any defect in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications. No buildings or improvements of any kind constructed or placed upon said lots thereafter shall be moved without the prior written approval of the Committee. At the time that plans and specifications for any new house are submitted, the applicant shall deposit with the Association \$150.00. Should the applicant's plans be rejected this deposit shall be promptly returned. In the event the plans are approved the \$150.00 shall be retained by the Association and used toward subdivision clean up and trash removal for the subdivision.

**8. CONSTRUCTION** If any individual or entity owning one or more lots within the Subdivision, excepting only the Office Lots, and such owner fails to commence construction of one approved residential dwelling on each such lot within the following time periods: (i) in the case of an Original Owner, as defined herein, not later than two (2) years following the date on which said owner acquired title to the lot or lots, respectively; or (ii) in the case of one other than the Original Owner, not later than thirty (30) months following the date on which the Original Owner acquired title to the lot or lots, respectively; the Association shall have the first option to purchase the lot or lots upon which construction has not been timely begun, at a price equal to the price paid for such lot by the Original Owner thereof. If the Association intends to exercise such option, the Association shall furnish written notice of the exercise of the same to the owner of such lot or lots, within thirty (30) days following the expiration of the applicable construction period. Within a reasonable time after the exercise of such option, the owner of such lot or lots shall convey good and marketable title to the same, free of all liens, and encumbrances, to the Association, and the Association shall pay the owner thereof the price specified. Failure by the Association to exercise the option provided for herein as to any particular lot, within the time period provided for herein, will constitute a waiver of such option as to that lot only, and not as to any other lot within the Subdivision whether owned by the owner or otherwise. For purposes of this paragraph, "Original Owner" means the individual or entity that acquired title to such lot or lots directly from the Original Developer of Green Tree North.

**9. OUTSIDE LIGHTING** Each Single-Family Lot in the subdivision shall have at least one exterior light in the front yard or on the front of the structure so as to illuminate the front yard. This light shall be either connected to an electronic device so as to operate from dusk until dawn or be on continually. This light may be gas or electric and shall be maintained by the homeowner so as to operate properly. All expenses connected with the

installation, operation and maintenance shall be the responsibility of the individual homeowner and not the Association.

**10. ANTENNAS AND AERIALS** The exterior attachment or mounting of all aerial masts, radio and television antennae to any structure or on the surface of any lands located in the Subdivision is prohibited. Installation of small satellite dishes, of a diameter of not larger than 1 meter, is permitted if the location of the installation is inconspicuous. The interior mounting of such objects is allowed without any consent or approval by the Committee.

**11. ROOF CONSTRUCTION** No roofing materials shall be used within the Subdivision without prior written approval of the Committee. No structure in the Subdivision may have built-up crushed rock or any material which is metallic in appearance without the prior written approval of the Committee. The Committee may approve wood-shake shingles of a grade approved by the City Code of the City of Midland, concrete or pre-cast tile, simulated shake, or heavy weight, dimensional, Class A fiberglass laminate wood look-alike composition shingles with a minimum 30-year guarantee and a minimum weight of 300 lbs. per square. Any such fiberglass laminate must be of a dark color, have the general appearance of wood, and the installation must include a manufactured pre-fab matching heavy ridge.

Upon prior approval from the Committee, solar panel devices are allowable as long as they are located in an area on the roof of the dwelling that is not visible from the street, golf course or the lake views of the dwelling or the homeowner's fenced yard or patio. If the solar energy device is mounted on the roof of the dwelling, then it must not extend higher than or beyond the roofline; must conform to the slope of the roof; must have a top edge that is not parallel to the roofline; and must have a frame, a support bracket, or a visible piping or wiring that is of a black tone. The homeowner must maintain the solar energy device such that it is in good repair and does not create a visual nuisance. If the solar energy device is located in a fenced yard or patio, then it must not be taller than the fence line. "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy, and specifically includes solar panels.

All plans submitted to the Committee, including plans for re-roofing any structure within the Subdivision, shall include detailed roofing specifications including energy-efficient or shingles which can generate solar power, and approval of such shall be at the sole discretion of the Committee, in accordance with Section 7 of these Restriction and Covenants.

**12. SET BACK LINES** With the sole exception of the Office Lots and fences constructed on rear lot property lines and side lot property lines to within twenty-five (25) feet of the front property line, no structure shall be placed on any lot nearer than twenty-five (25) feet to any front property line, nor nearer than ten (10) feet to any side property line, unless otherwise approved by the Committee, and no structure shall be placed on any lot nearer than twenty (20) feet to any lot line abutting the golf course or lake, nor nearer than ten (10) feet to any rear lot line on any other lot unless otherwise approved by the Committee.

**13. SIGNS** No sign or signs of any type shall be displayed to the public view on any residential lot except (i) school activity participation signs; (ii) that any builder during the applicable initial construction, and sales period, may utilize one professional sign (of not more than twenty-four (24) square feet in size) per lot for advertising and sales purposes; (iii) thereafter, a dignified "for sale" or "for rent" sign (of not more than nine (9) square feet in size) may be utilized by the owner of the respective residential lot. (iv) Only one political sign per candidate is allowed. Signs for any businesses not specified above should not remain in yards.

**14. FENCES** No fence, wall, or hedge type fence or wall shall be nearer to any front street than the building set-back line described herein. On lots abutting the golf course or lake, no interior fence, wall or hedge type fence or wall shall be built nearer to the rear lot line abutting the golf course and lake than the building set-back line described herein. No fence, wall or hedge type fence or wall shall exceed eight (8) feet in height. All fences shall adhere to the following specifications:

1. All fences along the property line abutting the golf course and the lake shall be an open wrought iron style. All fences or barriers within twenty (20) feet of the golf course shall be an open wrought iron style. All fences or barriers within forty-eight (48) feet of the property line abutting the lake shall be an open wrought iron style, with the exception in cases where the rear side of lake lot house is inside of forty-eight (48) feet from the property line abutting the lake, a solid fence may be installed up to the point even with the most rear side of the house.

2. All fences on lots abutting the golf course or the lake shall be built with brick columns spaced no less frequently than sixteen (16) feet on centers.

3. All fences facing streets, water drainage easements, and golf cart paths shall be built with brick columns at their corners, and columns shall be spaced no less frequently than sixteen (16) feet on centers. Those fences that will have wood fencing between the brick columns, shall have the finished wood side of the fence facing the streets, water drainage easements, and golf cart paths.

4. All fences must be maintained or rebuilt with like materials unless otherwise approved by the Committee.

5. The **Board** shall have the authority to set fencing requirements for newly developed areas within the Subdivision, and grant exceptions to the above specifications.

**15. TEMPORARY STRUCTURES** No trailer, mobile home, **dog run**, tent, shack, garage, barn or other outbuilding or structure **including above ground swimming pools** of a temporary character shall at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except upon lots during the construction of permanent structures thereon.

**All holiday type decorations need to be removed within 30 days after such holiday.**

**16. GARBAGE AND TRASH DISPOSAL** No lot may be used as a dumping ground for rubbish. All trash, garbage, grass clippings, leaves and other waste must be sealed in plastic bags or contained in a sanitary container. Each owner of a lot or building site shall keep his land free at all times of trash, garbage, and debris. No such material shall be burned. **Collection and handling of garbage and trash for all lots except Office Lots shall be arranged by the Association, as hereinafter provided.** The City of Midland shall not **be** responsible for trash collection.

**17. GRASS AND WEEDS** The owner of each lot shall keep grass, weeds and vegetation (except as part of a landscaping plan) trimmed or cut so that the same shall remain in a neat and attractive condition. **All landscaping should be maintained in a manner consistent with a well-kept neighborhood which includes watering to keep vegetation well-kept.**

**18. ANIMALS AND NUISANCES** No horses, cows, poultry, or livestock 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 commercial purposes. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood. **The City of Midland enforces ordinances concerning confining dogs to your premises, using leashes off premises and noise limitations such as barking. The Association encourages strict adherence to the ordinances.**

**19. PUBLIC PARKWAYS** **The Association** shall maintain or cause to be maintained, at the expense of the Association, all public and private parkways within the Subdivision, including the area within the **Tesco Easement**, created by a certain Instrument recorded at Volume 535, page 622 of the Deed of Records of Midland County, Texas. Public parkways include, without limitation all medians and areas located between rear fences and street curbs. Private parkways include without limitation, the areas shown as common area A, B, C, and D on the recorded plat of the Subdivision.

**20. TITLE TO THE COMMON AREA** **The term Common Area or Common Areas shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners and members of the Association, including real or personal property owned by the Association. The Common Areas includes public parkways not otherwise maintained by adjoining property owners. Public parkways include, without limitation, all medians and areas located between rear fences and street curbs.**

**21. EASEMENT OF ENJOYMENT** Every owner of a **lot** shall have a common right and easement of enjoyment in and to the Common Area, appurtenant to and to pass with the title to such owner's lot, subject to the **following:**

1. The right of the Association to improve the Common Area, and to supervise and oversee the repair, maintenance, upkeep preservation and protection of the same. With the concurrence of

at least two-thirds of the members of the Association, the Association may mortgage or place a Deed of Trust or Lien against the Common Area, in order to borrow money to provide for the improvement, and the improvement only, of the same.

2. The right of the Association to charge reasonable fees for the use of any facilities, excluding roadways, parkways, or access drives, located upon the Common Area.

3. The right of the Association to make, publish and enforce rules and regulations governing the use and enjoyment of the Common Area.

4. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility, or municipality, for such purposes and subject to such terms and conditions as may be agreed to by at least two-thirds of the members of the Association.

5. The right of the Association to suspend the right and easement of enjoyment of any lot-owner for any period during which any assessment made by the Association remains unpaid.

**22. WATER DEVELOPMENT** No water drilling or development operations of any kind shall be permitted upon or in any part of the land included in the Subdivision, unless otherwise approved by the Committee. All water and all sewage facilities provided by the City of Midland shall be in service and connected to each structure prior to the occupancy thereof. No on-site septic systems shall be permitted.

**23. UTILITIES** Except as to special street lighting and other aerial facilities which may be required by the City of Midland or may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Subdivision whether upon individual lots, easements, streets, or rights of way of any type, whether by utility company or any other person or entity, including (but not limited to) any person owning or acquiring any part of the Subdivision, and all utility service facilities, including (but not limited to) water, sewer, gas, electricity and telephone, shall be buried underground, under alleys, streets, or utility easements to any structure located on any part of the Subdivision.

**24. EASEMENTS** Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing; repairing and maintaining, or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewage, gas, telephone, and similar utility facilities and services, for all the lots and properties in the Subdivision as follows: All easements shown on the recorded plat above described are incorporated as part of these restrictions, and access may be had at all reasonable times thereto for maintenance, repair and replacement purposes, without the lot-owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair, or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision and any other land owned or acquired by the **Association** in the vicinity thereof, and also inure to the benefit of and may be used by the public or private utility company entering in and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. In addition the City of Midland shall have a perpetual easement over and across every lot in the Subdivision for the purpose of police and fire protection and other emergency services.

**25. VOTING RIGHTS OF MEMBERS** The members of the Association shall have one class of voting membership. The owner of any whole lot shall be entitled to one vote for that property. An owner of more than one lot is entitled to one vote each equal to the number of his total lots.

**26. ASSESSMENTS** The Association shall have the power to levy an annual maintenance charge and assessment against the owner of each lot in the **Subdivision** as in hereinafter set forth. The Association shall be generally responsible for, and shall be empowered to provide for, the health, safety and welfare of its members; the repair, maintenance, preservation, upkeep and protection of all public parkways and common areas in the Subdivision.

Each member is obligated to pay the Association regular, special, and reimbursement assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, the Association may bring an action at law against the owner personally obligated to pay the same, file a notice of lien against his lot, and, if permitted by law, foreclose such lien. If an assessment is not paid within 45 days after the due date,

the assessment shall bear interest from the date of delinquency at the lesser of ten percent (10%) per annum or the maximum non-usurious rate permitted by applicable law. The Association may bring an action at law against the owner personally obligated to pay the overdue assessment, or where permitted by applicable law, foreclose the lien against his property. Interest, costs, and reasonable attorney fees will be added to the amount of any assessment due and likewise bear interest. No owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

**27.1 MAINTENANCE CHARGES** The Board of the Association shall adopt an annual maintenance budget on or before June 1, of each calendar year, for the coming fiscal year. The amount of the annual maintenance charge for each individual lot in the Subdivision shall be determined by dividing the annual maintenance budget by the number of lots in the Subdivision, and the resulting amount shall be the amount assessed for that particular year against such lot, as its portion of the annual maintenance charge. The Board shall have the power to raise the maintenance charge by an amount not to exceed fifteen percent (15%) of the then existing maintenance charge during any fiscal year or from one fiscal year to the next. Any increase in excess of fifteen percent (15%) shall be effective only after approval by more than fifty percent (50%) of the voting members of the Association.

**27.2 PAYMENT OF ANNUAL MAINTENANCE CHARGE** The Association shall give notice to each lot owner in the Subdivision of the amount of the annual maintenance budget, and of the amount of the annual maintenance charge for each particular lot in the Subdivision, as soon as possible after the annual maintenance budget is adopted by the Association. The annual maintenance charge so assessed against each particular lot shall be paid by the owner thereof on or before forty-five (45) days after the notice of same is forwarded to such owner, or to his last known address on the books and records of the Association.

**27.3 FACTORS IN SETTING ANNUAL MAINTENANCE BUDGET** At such time as the Association meets to establish the annual maintenance budget, it shall determine and take into account all unused funds from prior annual maintenance budgets and assessments then on hand, and shall reduce the current years assessment by an equal to the accumulated unused funds.

**28. AMENDMENT** These Restrictions and Covenants may be amended from time to time subject only to review by the City of Midland. These Restrictions and Covenants may be amended only by the vote of seventy-five percent (75%) of the owners of the lots of the Subdivision, except owners of the Office Lots, who shall be entitled to no vote therein, with each owner of lots other than Office Lots having the vote such owner has in the Association, as provided herein. Notwithstanding the foregoing, any amendments or revisions to the Restrictive and Covenants are to be submitted to the City of Midland for review and approval according to the Subdivision review process before such amendments or revisions are recorded in the Office of the County Clerk of Midland County, Texas, and before such shall become operative and binding upon the lots and building sites in Green Tree North and the owners thereof.

## **29. ENFORCEMENT OF RESTRICTIONS, COVENANTS AND BYLAWS**

**1. Right to Enforce.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of these Restriction and Covenants. Failure by any person to enforce any restriction or covenant so imposed will in no event be deemed a waiver thereof.

**2. Interest.** The Bylaws shall provide that if an assessment is not paid when due, the same shall bear interest at ten percent (10%) per annum or the maximum non-usurious rate permitted by applicable law from the date the assessment becomes due until the date the same is paid and shall set such rate.

**3. Association Costs & Fees of Enforcement.** If the Association incurs costs or fees to collect an assessment or enforcement of the restrictions and covenants set forth herein, the Association shall be entitled to recover those costs, along with reasonable attorney's fees incurred by it, which shall be paid by the applicable owner. All such costs and fees, and any interest thereon, shall be secured by a lien on the property in the same manner as an assessment, except that no lien consisting solely of attorney's fees, costs and interest may be foreclosed by the Association.

**30. FINES FOR VIOLATION(s)** If an owner of any lot fails to abide by any applicable restriction, covenant or bylaw, and if such failure or default continues uncured for thirty (30) days after written notice thereof mailed to the owner of the lot at the owner's last known address, and in conformity with the Texas Property Code 209.006, the Association may impose fines upon the lot in amounts determined by the Association or suspend the owner of the lot's use of Common Areas, and the Association shall not be guilty of any manner of trespass or liability to the owner in any respect as a result thereof and no owner shall escape liability for assessments by virtue of any such action by the Association. The Association may, acting through the Board, and in its discretion, take a combination of the foregoing actions and taking any one action shall not be deemed to prohibit taking additional action. Fines imposed by the Association hereunder shall be defined and promulgated by the Board and shall continue in effect until a subsequent publication is made. Each day shall constitute a separate offense for purposes of calculating any fine. Any default on the payment of the fines imposed by the Association shall likewise be secured by a lien against the lot in the same manner as the assessments, except that the right to foreclose such lien shall be limited as required by applicable law. (See Violation Fine Schedule)

**BELOW IS DELETED:**

**19. DEFAULT** If the owner of any lot or building site fails to abide by any of the foregoing restrictions, stipulations, obligations, or provisions, and if such failure or default continues uncured for ten (10) days after written notice thereof is mailed to the owner of the lot or building site at his last known address, the Association, or its agent or agents, may go upon such lot or building site and correct the default, and the Association shall not be guilty of any manner of trespass or liable to the landowner in any respect as a result thereof, and the landowner shall be obligated to reimburse said Association for all expenses incurred by and in performing such work, and the amount to be reimbursed shall bear interest at the highest lawful rate from date such work is performed or caused to be performed by the Association until the Association is reimbursed by the landowner therefore, and shall be secured by a lien against the lot or building site in the same manner as the Assessments provided for. **Replace with #29**

**30. COVENANT VIOLATION TIME LIMIT FOR STRUCTURES** In the event no suit is brought to enjoin or recover damages on account of any alleged violation of these Restrictive Covenants within one (1) year of the completion of the construction of or installation of the portion of the structure thereof which is alleged to be in violation of these Restrictive Covenants, for all purposes it shall be deemed that the structure was approved by the Architectural Control Committee, and the Restrictive Covenants herein contained shall have been deemed to have been fully complied with.



