

Southwest Crossing

ARTICLE VII USE RESTRICTIONS

- 7.1 RESIDENTIAL USES AND LIMITATIONS. The Property is hereby restricted to residential dwellings for residential use only. All Buildings or structures erected upon said Property shall be of new construction. No Buildings or structures shall be moved from other locations onto said Property, and no subsequent Buildings or structures other than Townhomes shall be constructed. No structures of a temporary character, including trailers, motor vehicles, tents, shacks, garages, barns or other outbuildings, shall be used on any portion of said Property at any time as a residence either temporarily or permanently.
- 7.2 FREEHOLD ESTATES. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.
- 7.3 DECLARANT EXEMPTION. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the Construction and Sale Period, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses. This shall include, but shall not be limited to, a business office, storage area, construction yards, model Units and sales office.
- 7.4 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that a reasonable number, consistent with a residence, or dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- 7.5 SIGNS. No advertising signs (except not more than one [1] five [5] square foot “for rent” or “for sale” sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or purpose which may endanger the health or unreasonably disturb the owner of any Townhouse or any resident thereof. Declarant, however, shall have the sole right to erect identifying signs of any size to each entrance to the Property. The Board of Directors reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any Building or in any portion of said Property. However, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of Buildings, if any, of Declarant, its agents and assigns during the Construction and Sale Period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns, in furtherance of its powers and purposes as herein set forth.
- 7.6 VISUAL CONTROLS. All clotheslines, equipment, service yards or storage piles shall be kept within the patio areas or other screened areas so as to conceal them from view of neighboring Townhomes and streets. All rubbish, trash and garbage shall be kept in containers within the area provided with each Townhouse and designated by the Association for the collection purpose.
- 7.7 SPECIFIC USES. Except in the individual patio areas appurtenant to a Townhouse, no plantings or gardening shall be done; and no fences, hedges or walls shall be erected or maintained upon said

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Property, except such as are installed in accordance with the initial construction of the Buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right to ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said Properties outside the exterior building lines, except as herein provided or as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit of all Owners of Lots in the SOUTHWEST CROSSING TOWNHOMES Development, and is necessary for the protection of said Owners.

7.8 STRUCTURAL INTEGRITY OF TOWNHOUSES. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditament, now do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

7.9 ANTENNAS. Without prior written approval of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements upon the Property, not upon any structure situated upon the Property other than an aerial for a master antenna system.

7.10 PARKING AND STORAGE AREA RESTRICTIONS. No parking space on the Property shall, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate.

7.11 ANNOYANCE. No activity shall be carried on upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity is in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

7.12 NO DISCRIMINATION. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Signature

Date

Signature

Date

Signature

Date