

Article I: Use Restriction

- Section 1.01 A Single-Family Residential Construction. Each and every Lot in the Royal Ranch Subdivision is hereby restricted to one (1) single family residence, related outbuildings, and improvements, including guest houses, garages, servants quarters (provided said guest/house servant quarters must contain a minimum of 600 square feet) or other outbuildings. All such construction shall be approved in writing by the Architectural Control Committee. Detached garages, workshops, outbuildings and barns on any Lots shall be of good construction, kept in good repair, and are not used for residential purposes provided, however, all and any such outbuilding construction shall be constructed at the same time or after the completion of one (1) single family residence. All single family dwelling units erected or placed on any Lot shall face the road or street adjacent to Lot as shown on the survey for such Lot, and such dwelling shall be constructed solely behind the Building Lines as shown on each Lot.

- (i) All dwellings, detached garages, workshops, outbuildings, barns, fences, and driveways must be approved in writing by the Architectural Control Committee prior to being erected, altered, or placed on the property and are not allowed to be for commercial use. Above ground pools are not permitted. The terms dwelling, and/or main dwelling does not include single or double wide manufactured homes, mobile homes or trailers, or any old or used houses to be moved on the Lot and said manufactured, mobile homes or trailers are not permitted within the Subdivision. All residential dwellings constructed on Lots in the subdivision shall have an exterior, front, left, and right elevation consisting of 100% brick, stone, or stucco, or a combination of each. All dwellings shall have at least 4,000 square feet of living area, excluding porches or exterior covered areas, and be built with new construction materials. Any building, structure, or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twenty-four (24) months from the commencement date.

- Section 1.02 Location of Improvements upon the Lot and Residential Foundation Requirements. All Lots shall have a front building setback line from center of road of 100 ft.
- Section 1.03 Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may with, the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side building set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Survey.
- Section 1.04 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, workshop, outbuilding, or barn shall be maintained at any time as a residence, either temporarily or permanently.

- Section 1.05 Sanitary Sewer. No outside, open, or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision prior to occupancy must have an aerobic sewage disposal system installed to comply with the requirements of the appropriate governing authority.
- Section 1.06 Walls and Fences. All walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall not be closer than 50 ft from the center of the road.
- Section 1.07 Garage and Trash Disposal. Garbage and trash or other refuse or debris of any kind (including building materials kept on any Lot after construction is completed), shall not be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or sanitary containers and shall be disposed of regularly.
- Section 1.08 Junked Motor Vehicles Prohibited; Recreational and Commercial Vehicles. No Lot shall be used as a depository for abandoned or junked motor vehicles. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, machine or device may be carried on, except within a completely enclosed structure which screen the sight and sound of the activity from the street and from other Lots. No tractor truck, industrial or commercial vehicle (both cabs or trailers) towed trailer unit, mobile home, or any other vehicle the primary purpose of which is commercial use, shall be parked or stored in, on, or about any Lot or street within the Subdivision. No boat, camper, trailer, motorcycle, motor home, recreational vehicle, or any other vehicle the primary purpose of which is recreational sporting shall be parked or stored in front of the 100-foot building line.
- Section 1.09 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other common household pets as long as they are not kept, bred, or maintained for commercial purposes. Horses and other livestock like for use in FFA or 4 - H will be allowed on a case by case basis. Approval is required by the Architectural Control Committee.
- Section 1.10 Logging and Mineral Development. No commercial logging, oil drilling, oil exploration or development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks tunnels, mineral excavation, or shafts be permitted upon or in any Lot. Further no Lot Owner is permitted to cut any trees on his/her Lot until Developer has been paid in full for such Lot, unless otherwise approved by the developer.

- Section 1.11 Drainage. Natural established drainage patterns of streets, Lots, or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Driveway culverts must be approved by Architectural Control Committee as to location and size prior to the installation of construction of any improvements.

Article II: Architectural Control Committee

- Section 1.12 Basic Control. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, on any Lot in the Subdivision until the obtaining of necessary approval from the Architectural Control Committee of the construction plans and specification for the construction or alteration of such improvements. Approval shall be granted or withheld based on matter of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

- Section 1.13 Architectural Control Committee. The authority to grant or withhold architectural control approval as referred to above is initially vested in; Tour Partners Ltd. Approval or disapproval as the Architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval fails to approve or disapprove in writing plans and specifications and plot plans received by it within thirty (30) days following submission such plans and specifications and plot plans shall be deemed approved.

- Section 1.14 "Owner's Right of Environment". Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed.

Article III: Maintenance Fund

- Section 1.15 Each Owner of a lot by acceptance of a deed or contract for deed is deemed to covenant and agree to pay to the Developer or Association a Maintenance Assessment, payable Monthly, quarterly, or annually in advance \$1000 per year annum, per Lot. Maintenance Assessment may be increased each year by an amount not in excess of ten percent (10%) of the maximum annual Maintenance Assessment for the previous year. Notwithstanding the foregoing, Developer and all Lots owned by Developer, including Lots subsequently reacquired by Developer, shall be exempt from the Maintenance Assessment charged to Owners.

- Section 1.16 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Assessment, a vendor's lien for the benefit of the Developer or Association, shall be and is hereby reserved in the deed from Developer to purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer or Association. In addition to the right of the Association to enforce the Maintenance Assessment, the Association may file a claim or lien against the Lot of the delinquent Owner recording a Notice of Lien.
- Section 1.17 Purpose of the Maintenance Assessment. The Maintenance Assessment (sometimes called the "Maintenance Fund") may be expended by the developer or Association for any purposes, which, in the judgement of the developer or Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing fund for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement, purchase, acquisition, and maintenance of Common Areas.
- Section 1.18 Handling of Maintenance Assessment. The collection and management of the Maintenance Assessment shall be performed by the Developer.

Article IV: General Provisions

- Section 1.19 Terms. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years.
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- Section 1.20 Amendments. This declaration may be amended or changed, in whole or in part, at any time by written agreement by Tour Partners Ltd.
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- Section 1.21 Access it is understood that the "road" or "driveway" that serves access to all property owners in Royal Ranch is for the joint use and enjoyment of all property owners. It is forbidden to block or restrict access to any other property owner.