

STATE OF ALABAMA)
)
COUNTY OF LAUDERDALE)

DECLARATION OF PROTECTIVE COVENANTS

Recordings Fee 65.00
TOTAL 65.00

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, SKYPARK PROPERTIES, L.L.C., operating as a Limited Liability Company organized under the laws of Alabama (herein "Developer") has heretofore acquired the fee, title and interest in the land described in Exhibit "A" attached hereto and made a part hereof, said land being situated in Lauderdale County, Alabama (herein the "Property"); and,

WHEREAS, Developer intends to develop the Property for residential purposes; and,

WHEREAS, the Property is hereafter made subject to certain protective covenants (herein "Restrictions").

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that the portion of the Property which is subject to these Restrictions shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to this Declaration, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in any of the Property which is subject to this Declaration. THE RESTRICTIONS CONTAINED HEREIN SHALL NOT APPLY TO OR AFFECT ANY PROPERTY WHICH IS NOT SUBJECTED SPECIFICALLY BY WRITTEN INSTRUMENT TO THIS DECLARATION. DEVELOPER RESERVES THE RIGHT, AT THE ELECTION OF DEVELOPER, TO REMOVE FROM THE EFFECT OF THE DECLARATION ANY PORTION OF THE PROPERTY WHICH HAS BEEN SUBMITTED TO THIS DECLARATION AND WHICH DEVELOPER CONTINUES TO OWN.

65.00

ARTICLE I
DEFINITIONS

1.1. Declaration: This Declaration of Protective Covenants applicable to Owner's Property which shall be recorded in the Probate records of Lauderdale County, Alabama as the same may from time to time be supplemented or amended in the manner described therein.

1.2. Deed: Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of the Development subjected to these Restrictions.

1.3. Developer: SKYPARK PROPERTIES, L.L.C., an Alabama limited liability company, and any successor therefrom.

1.4. Development: The Property described in this Declaration and other property which may be acquired by Developer and developed as a part of the Property. That part of the development subjected to the Declaration is referred to as "Property".

1.5. Owner: The owner of a Parcel.

1.6. Parcel: Any unit, lot, part or parcel of Property designed, designated or used for residential purposes.

1.7. Restrictions: The covenants imposed by this Declaration.

1.8. Structure: Any thing or device (other than trees, shrubbery (less than three (3) feet high if in the form of a hedge), and landscaping) the placement of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation, any building, outbuilding, dwelling, garage, porch, shed, covered or uncovered patio, mailbox, radio or television antenna, fence, curbing, paving, wall, hedge more than three (3) feet in height, gardens or signboard. Structure shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Parcel, or which affects or

alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Parcel and (ii) any change in the grade of any Parcel of more than six inches from that existing at the time of purchase by each Owner.

ARTICLE II

MUTUALITY OF BENEFIT AND OBLIGATION

2.1. Restrictions. The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of the Property subjected to the Restrictions and are intended to create mutual, equitable servitude upon each such part of the Property and in favor of each and all such parts of the Property therein, to create reciprocal rights between the grantees of said Property, their heirs, successor, and assigns. The Restrictions do not apply to or affect any part of the Property which is not subjected specifically by written instrument to this Declaration. All Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration applicable to the Property.

ARTICLE III

COVENANTS FOR MAINTENANCE

3.1. Maintenance. Each Owner shall keep all Parcels owned by him or her, and all Structures and improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all tress and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Architectural Control Committee, as hereafter defined, any Owner fails to perform the duties imposed by the preceding sentence after fifteen (15) days written notice from Developer or the Architectural Control Committee to Owner to remedy the condition in question and to repair, maintain, repaint, and restore

the Parcel or such Structures or improvements, the Developer or Architectural Control Committee shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to remedy the condition in question and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 3.1 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Lauderdale County prior to the recordation in the office of the Judge of Probate of Lauderdale of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE; ARCHITECTURAL CONTROL

4.1. Architectural Control Committee. The Architectural Control Committee shall be composed of two or more individuals so designated from time to time by Developer. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit or authorization contained herein. With regard to review of plans and specifications as set forth in this Section IV, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Control Committee, each individual member of the Architectural Control Committee shall be authorized to exercise the full authority granted herein to the Architectural Control Committee. Any approval by one such member of any plans and specifications submitted under this Article IV, or the granting of any approval, permit, or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon

modification or specified conditions by one such member shall also be final and binding, provided, however, that in any case, any applicant for such approval, permit or authorizations may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Control Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Control Committee. Thereafter, the decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

4.2. Approval Required. No Structure as defined in Section 1.8, shall be commenced, erected, placed, moved onto or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Control Committee, but in any event shall include (i) a site plan of the Parcel showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Parcel (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all driveways on the Parcel; (ii) a grading plan for the particular Parcel; (iii) a drainage plan and (iv) plan for landscaping.

4.3. Basis For Disapproval of Plans. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) failure of such plans or specifications to comply with any of the Restrictions;

(b) failure to include information in such plans and specifications as may have been reasonably requested;

(c) objection to the exterior design, appearance, or materials of any proposed Structure;

(d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Parcels in the vicinity;

(e) objections to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;

(f) objection to the site plans, grading plans, landscaping plans or drainage plans for any Parcel;

(g) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed Structure;

(h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Parcel; or,

(i) any other matter which, in the judgement of the Architectural Control Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Parcels in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by

agreement with the Architectural Control Committee in which event the extended time period shall be applicable.

In any case where the Architectural Control Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

4.4. Retention of Copy of Plans. Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

4.5. Site to be Staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Architectural Control Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Control Committee until the building plans, site plans, and site staking are approved by the Architectural Control Committee.

4.6. Rules of Architectural Control Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements of Parcels, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other such matters, which may

be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions or Declaration, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

4.7. Failure to Obtain Approval. If any Structure shall be altered, erected, placed, or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Section IV, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Section IV, and without the approval required herein, and, upon

written notice from the Architectural Control Committee, any such Structure so altered, erected, placed, or maintained upon any such Parcel in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation, all at the Owner's expense.

If fifteen (15) days after the notice of such a violation the Owner of the Parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 4.7 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Lauderdale County prior to the recordation among the Land Records of Lauderdale County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

4.8. Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Parcel on which Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies with the requirements of the Architectural Control Committee. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 4.8 shall be prima facie evidence of the facts therein stated, and as to any title insurer, such certificate shall be conclusive evidence that all Structures on the

Parcel, and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Declaration as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

4.9. Inspection Rights. Any agent of Developer or the Architectural Control Committee may at any reasonable time or times enter upon and inspect any Parcel or any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof, and neither Developer nor the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

4.10. Waiver of Liability. Neither the Architectural Control Committee nor any architect nor agent thereof, nor Developer, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with the requirements of this Declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section IV and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE V

GENERAL COVENANTS AND RESTRICTIONS

5.1. Written Approval. Without the prior written approval of the Architectural Control Committee:

- (a) No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

(b) No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise;

(c) To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Parcel, no external or outside antennas of any kind shall be installed or maintained on the Parcel and no satellite receiver in excess of 36 inches in diameter may be installed or maintained on the Parcel;

(d) No boat, boat trailer, house trailer, trailer, motor home, motor vehicles of any type, golf carts, mobile homes or campers or any similar items shall be stored in the open on any Parcel or parked in the street for a period of time in excess of forty-eight (48) hours; and

(e) The common areas, parking lots or vacant Parcels in the neighborhood, the golf course or other open spaces in the neighborhood shall not be used for biking, walking, skating, running or for any activity other than the activity for which such open space was designed and intended to be used.

5.2. Preservation of Trees. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural Control Committee. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 5.2, Developer and the Architectural

Control Committee and the respective agents of each may come upon any Parcel during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions thereof. Neither Developer nor the Architectural Control Committee, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

5.3. Tennis Courts and Swimming Pools. No swimming pool or tennis court will be allowed without approval of the Architectural Control Committee, and no tennis court lighting shall be allowed without such written approval.

5.4. Mailboxes; Clothes Lines. All mail boxes shall be built and erected in accordance with the design provided by Developer or the Architectural Control Committee to Owner and approved by the Architectural Control Committee. Clothes lines and drying yards shall not be allowed on a Parcel.

5.5. Garages. No carports shall be permitted. All garages shall be enclosed and no garages facing the street shall be permitted unless they have at least a 20-foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, stone, brick, etc., but in no event shall asphalt driveways be permitted. All garage doors shall be operable and kept closed except upon entry, exit or other use. No work may be conducted on any motor vehicle on the street or on any Parcel unless in a completely enclosed garage.

5.6. Easements. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat to be recorded.

5.7. Animals. Only caged birds, domestic dogs and cats may be kept on any Parcel. No birds, livestock, insects or other animals shall be kept or maintained on any Parcel without the

express written consent of the Architectural Control Committee. No animals allowed to be kept on any Parcel shall be allowed off Owner's Parcel except on a leash.

5.8. Signs. No sign or other advertising device of any nature shall be placed upon any Parcel so that it is displayed to public view except as provided herein. The Architectural Control Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property only if approved by the Architectural Control Committee, as to color, location, nature, size and other characteristics of such signs or devices. This Restriction shall not apply to Developer.

5.9. Outbuildings. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected on a Parcel without the approval of the Architectural Control Committee nor shall any such outbuilding at any time be used as a residence temporarily or permanently. No outbuilding of a temporary character shall be erected on a Parcel except a temporary building is permitted during the construction of a residence but must be immediately removed upon completion of construction. Any approved outbuilding shall match the decor of the house located on the Parcel unless otherwise agreed to by the Architectural Control Committee.

5.10. Accumulation of Refuse. No lumber, metals, or bulk materials shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. No refuse or trash shall be kept, stored, or allowed to accumulate, except between scheduled pick-ups and in accordance with the following: If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Parcel so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The

Architectural Control Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

5.11. Pipes and Tanks. To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No storage tanks of any kind shall be permitted above ground.

5.12. Mining. To the extent of the interest of the Owner of a Parcel, and except for construction approved under Article IV, no Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth and oil wells, tunnels, mineral excavations or shafts shall not be permitted upon or in any Parcel.

5.13. Maintenance of Hedges and Plants. Developer or the Architectural Control Committee shall have the right to enter upon any Parcel and trim or prune, at the expense of the Owner (subject to any applicable limitations set forth in Section 3.1), any hedge or other planting which in the opinion of Developer or the Architectural Control Committee, by reason of its location upon the Parcel or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

5.14. Underground Utilities. To the extent of the interest of the Owner of a Parcel, the Owner of a Parcel will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said Parcel without the prior written consent of the Architectural

Control Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables.

5.15. Connection Points for Utility Service Lines. To the extent of the interest of the Owner of a Parcel, such Owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at such point as is designated by Developer.

5.16. Fences. No fence, wall or other enclosure, including hedges, shall be permitted at the front of any Parcel nearer to the street than the back side of the house, and any such fence, wall or other enclosure on any Parcel shall be erected only after obtaining the approval in writing of the Architectural Control Committee. No chain link, wire or cyclone fences shall be allowed. Any swimming pool or gardens approved by the Architectural Control Committee must be enclosed by a privacy fence.

5.17. Nuisance; Off-Road Vehicles. No business or noxious or offensive trade or activity shall be carried on upon any Parcel or in the neighborhood, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to the Owners of other Parcels, including but not limited to loud music and loud motor powered vehicles of any type. No off-road vehicles of any type, including but not limited to, all terrain vehicles, two-wheelers, three wheelers or other similar type off-road vehicles, shall be allowed in the neighborhood or on a Parcel unless stored in an enclosed garage or unless being trailered to and from a dwelling.

5.18. Use and Occupancy Restrictions. Each Parcel shall be subject to the following use and occupancy restrictions, each of which shall bind and run with the Parcels forever:

- (a) No Parcel shall be used or occupied except for residential use. All Parcels in the subdivision are for residential use only, and not more than one residence shall be erected on any Parcel except that one residence may be built on one Parcel and

a part of another Parcel or parts of several Parcels as hereinafter provided. No Structures shall be erected, altered, placed or permitted to remain on any residential building Parcel other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the Parcel, which outbuildings shall be approved by the Architectural Control Committee. The residence shall not be occupied until construction has been completed.

(b) Within eighteen (18) months after the conveyance of any Parcel by Developer, the Owner or Owners thereof (i) must secure the written approval of plans and specifications for all improvements to be made to the Parcel including, but not limited to, all buildings and landscaping, as more specifically described in Article IV; (ii) must secure the approval by the Architectural Control Committee of the specific use and occupancy proposed to be made of said Parcel; and (iii) must have completed the construction of all such improvements upon the Parcel. If all of the foregoing have not been accomplished before the expiration of said period of eighteen (18) months, then Developer shall have the exclusive right and option to repurchase the Parcel for the same purchase price as was paid to Developer upon its sale of the Parcel. Developer may exercise its right and option to so repurchase any such Parcel at any time within one hundred twenty (120) days after the expiration of the aforesaid eighteen (18) month period by giving written notice to the Owner of the Parcel. The closing shall occur within forty-five (45) days after the giving of such written notice by Developer and shall be on the same terms and conditions as governed the sale of the Parcel by Developer and as are applicable to such repurchase. If Developer does not give written notice of

its intention to repurchase the Parcel within said one hundred twenty (120) day period of time, then the right of Developer to repurchase any such Parcel shall expire. Any subsequent sale of any such Parcel, however, shall be subject to the obligation of the purchaser thereof to secure the approval of the plans and specifications for improvements and the approval of the use and occupancy, as aforesaid, and to complete the construction of such improvements within eighteen (18) months after the closing of the purchase and sale, and shall be further subject to the right of Developer to repurchase the Parcel, in the event of the failure of such subsequent purchaser to comply with said obligation, all in accordance with the provisions of this subparagraph.

(c) No building shall be located on any Parcel nearer to the front Parcel line or nearer to the side street line than the minimum building setback lines shown on the said plat to be recorded. In any event, no building shall be located on any Parcel nearer than 30 feet to the front Parcel line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior Parcel line. No dwelling shall be located on any interior Parcel nearer than 35 feet from the rear Parcel line. Garages may not be located at the rear of a Parcel nearer than 10 feet (35 feet in the case of Parcels adjoining the golf course) from the rear Parcel line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building.

(d) No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, and garages, of less than two thousand four hundred (2,400) square feet. All two-story residences in the subdivision must have a ground floor area, exclusive of open porches, terraces, basement and garages of one thousand two hundred (1,200) square feet.

5.19. Golf Course. The ownership of a Parcel or dwelling on a Parcel shall not entitle such Owner or resident to golf privileges at SKYPARK Golf Course or any successor thereto, to the use of said golf course or to any other right as regards the golf course, including the view thereof. The purchase and ownership of any Parcel adjoining the golf course does not entitle the Owner to the permanent or absolute right to adjoin the golf course. The golf course is separate and distinct from the Property and is not owned by Developer. No Structure on any Parcel adjoining the golf course shall be located nearer than 35 feet from the rear Parcel line.

5.20. Exterior Surfaces. The exterior surface of all buildings shall be approved by the Architectural Control Committee. No exposed concrete block shall be permitted.

5.21 Summit Trail Drive. The sole manner in which to gain access to each Parcel shall be through the entrance of the security gate on Summit Trail Drive. Any other manner used to access any Parcel shall be prohibited. Access, whether by way of driveways, paths, roads, stepping stones, walkways, sidewalks, trails, or otherwise, shall not be permitted from Skypark Road to any Parcel. No car, truck, tractor, boat, boat trailer, house trailer, trailer, motor home, motorcycle, motor vehicle of any type, golf cart, mobile home or camper or any similar items shall be parked or stored on Skypark Road by any Owner of any Parcel or such Owner's guests or invitees. Notwithstanding the foregoing, in the event that an Owner of the Parcel is unable to gain access to such Owner's Parcel through the security gate on Summit Trail Drive as a direct result of inclement weather, the Owner of the Parcel may park the Owner's vehicle temporarily on Skypark Road but only as long as the inclement weather is the sole reason for preventing access to the Parcel through the security gate on Summit Trail Drive.

