

RESTRICTIONS, COVENANTS, AND CONDITIONS

OF

GOAT HILL ESTATES

INDEX

51749

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RESTRICTIONS, COVENANTS, AND CONDITIONS

OF

GOAT HILL ESTATES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LOY ED JOHNSON ALANIS and EDWARD BURGIN JOHNSON, of Bandera County, Texas, hereinafter called "Developers", are the record owners of all of the land shown and described on that certain map or plat designated as GOAT HILL ESTATES in Bandera County, Texas, according to the map or plat filed for record in Volume \_\_\_\_, Pages \_\_\_\_\_, of the Map and Plat Records of Bandera County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, to which reference is hereby made for all purposes.

WHEREAS, these Restrictions, Covenants, and Conditions are established for the purpose of creating and carrying out a uniform plan for the improvement, development, and sale of GOAT HILL ESTATES: and

WHEREAS, Developers will cause to be organized a Home-owners Association as an agency to carry out the powers of maintaining and administering GOAT HILL ESTATES.

NOW, THEREFORE, Developers do hereby declare the land described on the aforesaid map and plat of GOAT HILL ESTATES on file with the County Clerk of Bandera County, Texas, to which reference is here made for all purposes, is held and shall hereafter be held, sold, occupied, and conveyed subject to the following Restrictions, Covenants, and Conditions:

1. Purpose and Extent of Restrictions, Covenants and Conditions. These Restrictions, Covenants, and Conditions are established for the purpose set forth above and for the further purpose of preserving and propagating the wildlife on said land, all for the mutual benefit of the owners of same. These Restrictions,

Covenants, and Conditions shall, as hereafter provided, be construed as covenants running with said land and binding upon the Developers, their successors and assigns, and all owners and purchasers of said property, their heirs, successors, executors, administrators, and assigns, as provided therein.

2. Definitions. In construing these Restrictions, Covenants, and Conditions, the following words shall have the following meanings:

A. "Developers" shall mean and refer to LOY ED JOHNSON ALANIS and EDWARD BURGIN JOHNSON, their successors and assigns.

B. "Association" shall mean and refer to the GOAT HILL ESTATES HOMEOWNERS ASSOCIATION, its successors and assigns.

C. "Bylaws" shall mean and refer to the Bylaws of the Association as the same may be amended from time to time by proper action of its Members.

D. "Original Plat" shall mean and refer to the aforesaid Plat filed for record in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Map and Plat Records of Bandera County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, designating the tracts of GOAT HILL ESTATES.

E. "Common Areas" shall mean and refer to all real property, and improvements thereon, designated as such in the Original Plat and/or in any other plat filed of record including all property acquired or owned by the Association for the common use and enjoyment of the Members.

F. "Tracts" shall mean and refer to any tract or parcel of land (with the exception of Common Areas) shown as such on the Original Plat or any other plat filed of record with respect to additional properties.

G. "Member" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a tract or have entered, as an original party, successor or assignee, into a Contract for Deed for a tract with Developers (excluding expressly any lessees thereof); the term "Member" to

exclude any person or persons, entity or entities, having an interest in a tract merely as security for the performance of an obligation, but to include Developers if Developers are a record owner of fee simple title to a tract, but only if, with respect to such tract, Developers have not entered into any Contract for Deed, as aforesaid. Every Member may lease a tract pursuant to a written lease agreement and may delegate to such tenant the right and easement of use and enjoyment in and to the Common Areas, subject to and as provided in the provisions of these Restrictions, Covenants, and Conditions and the Bylaws of the Association; and any such lease or lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions hereof and the Bylaws of the Association and that any failure by the lessee thereunder to comply with the terms and provisions hereof and the Bylaws of the Association shall be and constitute a default under such lease. "Member" shall mean and refer to each such party, who shall upon the acquisition of any such interest in a tract automatically become a Member of the Association and be subject to the Bylaws. Membership shall be appurtenant to, and not separated from, ownership in each tract.

H. "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 9 of these Restrictions, Covenants and Conditions.

I. "Residence" shall mean and refer to a permanent structure erected on a tract for use as a single family dwelling.

3. Non-Commercial Use of Tract.

A. Each tract shall be used for residential purposes. The term "residential" as used herein shall mean and be construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, motels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be

erected, altered, placed, or permitted to remain on any tract other than one (1) single family dwelling, together with a private garage (attached or detached) for not more than three (3) cars and servant's type quarters for each such dwelling, which may be occupied by an integral part of the family occupying the residences on the building sites or by servants employed on the tract.

B. No building shall be erected, placed, or altered on any tract in GOAT HILL ESTATES until the building plans, specifications and plot plans showing the location of each such building have been approved in writing by the Committee, as hereinafter provided.

4. Common Areas. The Common Areas shall be maintained and governed by the Association in a manner consistent with the purposes of the Association as set forth in the Bylaws and in conformity with the terms and provisions hereof. Subject to the provisions hereof, every Member and every tenant of every Member who resides on a tract, and each individual who resides with either of them or who is a guest of either of them, respectively, on such tract shall have a right and easement of use and enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every tract, PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Areas. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Board of Directors of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of Members);

B. The right of the Association, as provided in its Bylaws, to suspend voting rights for any period during which any assessment against a tract remains unpaid, and for any period not exceed sixty (60) days for an infraction of its rules and regulations; provided that the Association shall not deny the use of such

of the Common Areas as is necessary for access to each tract.

C. (1) Upon the affirmative vote of three-fourths (3/4) of the Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for such purpose, the Association may dedicate or transfer all or any part of the Common Areas to any agency, authority, non-profit entity, or utility for such purposes and upon such conditions as the Board of Directors of the Association may determine. Each Member shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Member or his family, guests, lessees or invitees, to the extent that the damage shall not be covered by insurance.

(2) The Association or its grantee shall always be responsible for maintaining the Common Areas.

5. Construction of Buildings and Other Structures. All building and structures on each tract shall be of new construction and architecturally in harmony with the overall residential scheme of GOAT HILL ESTATES as determined by the Committee. No unpainted sheet metal or fiberglass structures shall be placed on any of the tracts for the use as an accessory building or otherwise. No tent, housetrailer, mobile home, or temporary structure of any character may be placed, constructed or maintained on any of the tracts, except tents and campers may be placed and used for a three-day period. No mobile homes or manufactured homes shall be permitted on any tract except as follows: Doublewide manufactured homes meeting requirements of Paragraph six (6) below may be placed on tracts 1 thru 10, Unit II. Any doublewide manufactured home so erected must have hard board siding and a Gable Roof and be underpinned and completely enclosed so as to conceal the open area underneath the home.

6. Size of Buildings and Structures. In no event shall any residence be erected on any of the tracts having an air conditioned or heated living area of less than one thousand (1,000) square

feet, exclusive of porches, garages, or other appendages.

7. Set Back Requirements. No building, or other structure shall be erected on any tract nearer than ten (10) feet from any front property line and ten (10) feet from any side property line.

8. Activities. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Bandera, if applicable, or any other governmental agency or subdivision having jurisdiction thereof.

9. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building or other structure on any tract meet the requirements of these Restrictions, Covenants and Conditions, determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of GOAT HILL ESTATES as established by the Committee, and approve the location of any such structure with respect to topography and ground elevation. No construction of any structure nor any addition or alteration of any structure may begin until a plot plan and plans and specifications for the same have been approved by the Committee. If approval is granted, construction shall be commenced within six (6) months thereafter, and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed within twelve (12) months of commencement of construction, defined as the date materials are first delivered to the job site. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved, together with elevations of all sides of the proposed

structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.

The Committee shall be comprised of no less than three (3) and no more than five (5) members, all of whom shall be appointed by the Developers subject to removal and replacement by Developers until such time as eighty-five (85%) of the tracts have been sold. When the title to eighty-five percent (85%) of the tracts is vested in Members other than the Developers, Developers shall no longer appoint the Committee and the Committee shall then be composed of the Developers and persons appointed by the Board of Directors of the Association, and they shall thereupon be vested with all the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to these Restrictions, Covenants and Conditions and no member of the Committee shall be liable for damages, claims or causes of action arising out of any service performed pursuant hereto.

10. Hunting. Hunting is prohibited on the Common Areas and all tracts, and there shall be no discharge of firearms of any kind for any reason.

11. Sanitation and Sewage. No outside toilets will be permitted on any tract and no installation of any kind for disposal of sewage shall be allowed on any tract which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances, and regulations must be complied with at all times.

12. Signs. No sign or advertising device may be displayed on any tract except in the event of sale of said tract.



There may be one for sale sign on each tract containing no more than five (5) square feet.

13. Animals. The raising or keeping of any kind of animals, livestock or fowl on any tract is prohibited, except that the raising and keeping of dogs, cats, and usual household pets is permitted on a tract and the same are for personal use and enjoyment and not for commercial or business purposes. The raising, keeping or selling of animals for commercial purposes on any tract in GOAT HILL ESTATES is strictly prohibited. Pets must be kept in a fenced area, or on a leash. No more than a combination of three (3) of the following: dog, cat, other common household pet may be kept on a single lot. No house pet may be kept which is vicious and all pets must be kept within the confines of the property owner's lot, and under the direct constant supervision of their owners.

14. Usage. No tract or any part thereof may be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of any laws, rules, statutes or regulations of the State of Texas, the United States, or any other governmental body, or of police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any tract.

15. Trash and Garbage; Repair. No trash, garbage, car bodies, construction debris, or other refuse may be dumped or disposed of or be allowed to remain upon any tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon a tract until the Member is ready to commence improvements, and then such material shall be placed within the property lines of the tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive and binding on all parties. Each Member shall, at his sole cost and expense, maintain and repair his tract and its improvements,

and shall keep his tract and its improvements free of garbage, refuse and debris, etc., and the dwelling and other improvements situated thereon, keeping the same in good condition and repair his tract and such dwelling and improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said tract and to repair, maintain, and restore the tract and the improvements situated thereon, and each Member (by acceptance of a deed or contract for deed for his tract) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Member to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due. No tract shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any tract except in sanitary containers.

16. Timber; Oil and Gas. No timber or tree of any kind may be cut by any Member on any of the Common Areas without the express consent of the Committee. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any tract; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract. No incinerators or like equipment shall be placed, allowed or maintained upon any tract. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

17. Obstructions. No tract except TRACT 31, UNIT I, may be re-subdivided or re-platted. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, constructed, planted in, or

removed from the Common Areas without the written consent of the Committee. Each Member shall not alter or change the drainage or seepage on, over or across, nor the grade of his tract by chaneling, filling, grading, excavating or any other means or acts and shall not do, permit, or cause to be done any act that results or might reasonably be expected to result in any adverse change or effect on such drainage or seepage. Each Member shall not obstruct or in any way prevent other Members from exercising their rights of ingress and egress as herein set forth.

18. Association Membership. All of the tracts are sold or conveyed upon the understanding that the owner, purchaser, or contract purchaser (excluding expressly any leasing) will automatically become and remain a Member in good standing of the Association, and the Member and his property shall be subject to the provisions of the Bylaws of the Association and these Restrictions, Covenants, and Conditions, including any obligation imposed for the payment of any costs, dues or assessments.

19. Covenants Running with the Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in GOAT HILL ESTATES or any additional property, whether by descent, devise, purchase, assignment, contract, or otherwise, and any person, by the acceptance of title to any tract or entering into a contract for the purchase of same, shall thereby agree and covenant to abide by and fully perform all these Restrictions, Covenants and Conditions. These Restrictions, Covenants and Conditions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Bandera County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term for successive periods of ten (10) years each unless fifty-one percent (51%) of the Members shall in writing (and duly recorded in the Deed Records of Bandera County, Texas) elect to terminate the same prior

to the expiration of such term. Fifty-one percent (51%) of the Members may amend or change these Restrictions, Covenants and Conditions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor supplemental instrument bearing the signatures of the requisite number of Members and the recording of same in the Deed Records of Bandera County, Texas. A copy of any change or amendment to these Restrictions, Covenants and Conditions shall be forwarded by prepaid mail to all Members. Failure to furnish said copy shall not affect the validity of such change or amendment. Anything herein to the contrary notwithstanding, Developers reserve the right to amend all or any part of these Restrictions, Covenants and Conditions to such an extent and with such language as may be required by any federal, state or local agency which requests such an amendment as a condition precedent to any approval by any such agency, or by any federally or state chartered lending institution as a condition precedent to lending funds upon the security of any tract thereof. Any such amendment shall be effected by the recordation by Developers of a Certificate of Amendment signed by duly authorized agent of Developers, with his signature acknowledged, specifying the federal, state or local governmental agency or the federally or state chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when recorded, shall be binding upon GOAT HILL ESTATES and all persons having an interest therein; such persons having such interest hereby expressly waiving any notice thereof or right to consent thereto.

20. Severability of all Terms and Provisions. If any term or provision of this instrument or the application thereof shall be held invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby, nor shall any failure of the Developers, the Committee or any Member

to seek enforcement of any term or provision constitute a waiver of any enforcement of any right to do so in the future or the validity or enforceability of such term or provision.

21. Enforcement. The Developers, the Association, the Committee, Bandera County and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land in GOAT HILL ESTATES or any additional property shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include, but not limited to, court costs and attorney's fees.

22. Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give the Developers, the Board of Directors of the Association, the Committee, or any Member, or their agents, in addition to all other remedies, the right to enter upon the tract on which the violation occurs and to abate and remove the violation at the expense of the Member in whose tract said violation occurred, and the Developers, the Board of Directors of the Association, the Committee, or any Member, or their agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

23. Assessments. Each Member, by acceptance of a deed, contract, or other agreement therefor, whether or not it shall be so expressed in any such deed or other agreement, shall be deemed to covenant and agree to pay to the Association, or collection agency designated by the Association, such assessments or charges, fixed, established, and collected from time to time, as the maintenance fund of the Association. The assessment and costs of collection thereof shall be a charge on and shall be a continuing lien upon each tract against which such assessment is made. Each such

assessment and costs of collection thereof shall also be the continuing personal obligation of the Member whose tract is affected thereby at the time the assessment came due.

IT IS UNDERSTOOD the Developers shall be exempt from the assessments. The initial assessment shall be the sum of TWENTY-FIVE DOLLARS (\$25.00) per year, shall be payable to GOAT HILL ESTATES HOMEOWNERS ASSOCIATION, and shall commence as to any and all tracts on the first day of the year following conveyance of said tract to a third party from Developers. The annual assessment may be increased or decreased by 51% vote of the membership. If any assessment is not paid when due, such assessment shall become delinquent thirty (30) days after the due date and the unpaid delinquency amount shall bear interest from the date of delinquency at the highest rate of interest allowed by law. The Association may, at its election bring an action at law against the Member personally obligated to pay the assessment in order to enforce payment thereof and/or to foreclose the lien against the tract subject thereto, and any and all costs necessary for collection shall be added to the amount owing by the Member. The Association shall be additionally entitled to merely file a lien affidavit as evidence of the amount of delinquency.

24. Easements. Developers hereby retain perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface, or underground, along and within ten (10) feet of the rear, front, and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, drives, and roads where property lines of individual lots and/or tracts are deeded to the center line of said avenues. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and/or tract and all improvements within it shall be maintained by the owner of the lot, and/or tract, except for those improvements

for which an authority or utility companies or their employees shall have all the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and the right from time-to-time to cut all trees, undergrowth, and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of GOAT HILL ESTATES.

25. Notices. Any notice required to be given to any Member or otherwise shall be deemed to have been properly delivered when deposited in the United States Mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

26. Previous Improvements. Notwithstanding any provision, covenant and restrictions herein set forth to the contrary, any improvements now situated upon any portion of GOAT HILL ESTATES which do not conform or comply with the restrictions and covenants herein set forth shall be permitted as presently constructed, but any repairs, alterations and remodeling change or reconstruction of any such existing improvements shall comply with the provisions hereof.

EXECUTED on this 8th day of May, A.D.1986.

*Loy Ed Johnson Alanis*  
LOY ED JOHNSON ALANIS

*Edward Burgin Johnson*  
EDWARD BURGIN JOHNSON

DEVELOPERS

THE STATE OF TEXAS §  
COUNTY OF BANDERA §

This instrument was acknowledged before me on the 9th  
day of May, A.D. 1986 by LOY ED JOHNSON ALANIS.



Mary C. Perkins  
Notary Public, State of Texas  
Mary C. Perkins

Printed name of Notary Public  
My commission expires: 2-6-89

THE STATE OF TEXAS §  
COUNTY OF BANDERA §

This instrument was acknowledged before me on the 9th  
day of May, A.D. 1986 by EDWARD BURGIN JOHNSON.



Doris Keslar  
Notary Public, State of Texas

Printed name of Notary Public  
My commission expires: 12-8-89

51749

FILED FOR RECORD

This 9 Day of June A.D. 1986

At 9:35 O'Clock A M

Vera King  
County Clerk, Bandera County, Texas

By Genie Bell Deputy

STATE OF TEXAS  
COUNTY OF BANDERA

I hereby certify that this instrument was FILED in FILE  
Number Sequence on the date and at the time stamped  
hereon by me, and was only RECORDED in the OFFICIAL  
PUBLIC Records of Bandera County, Texas on

June 13, 1986  
Vera King  
County Clerk, Bandera County, Texas  
By Carol Creddan  
Deputy





AMENDMENT TO  
 RESTRICTIONS, COVENANTS, AND CONDITIONS  
 OF  
 GOAT HILL ESTATES

55032

STATE OF TEXAS §

COUNTY OF BANDERA §

KNOW ALL MEN BY THESE PRESENTS:

Whereas, Loy Ed Johnson Alanis, Edward Burgin Johnson, Mary Helen Vanzant, Lamar V. and Rhonda Hoehne, and Lila E. MacMillan, hereinafter called "Members", represent over 51% of all owners of Goat Hill Estates in Bandera County, Texas, according to the map or plat filed for record in volume 6, pages 130-135, of the Map and Plat Records of Bandera County, Texas, on the 9th day of June 1986, to which reference is hereby made for all purposes.

Whereas, the Members in compliance with Section 19 of the Restrictions, Covenants, and Conditions of Goat Hill Estates, filed for record in volume 278 pages 602-618 of the Property Records of Bandera County, Texas, on the 9th day of June 1986, hereby amend Section 17 of the Restrictions, Covenants, and Conditions of Goat Hill Estates to read;

"Section 17. Obstructions. No tract except Tracts 1 thru 31, Unit I, may be resubdivided or replatted. However, the resubdivision may not result in any new tract of less than .90 acres in size. This provision, however, does not apply to tract 31 which may be resubdivided into smaller tracts conforming to Bandera County Regulations. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, constructed, planted in, or removed from the Common Areas without the written consent of the Committee. Each Member shall not alter or change the drainage or seepage on, over or across, nor the grade of his tract by channelling, filling, grading, excavating or any other means or acts and shall not do, permit, or cause to be done any act that results or might reasonably