

ARTICLE VII

ARCHITECTURAL AND BUILDING RESTRICTIONS

SECTION 1. Architectural Review Committee. The Architectural Review Committee shall have the responsibility of enforcing the restrictions set forth in this Article for the development or redevelopment of each Lot.

SECTION 2. Approval of Development. Before commencing the construction, reconstruction, remodeling, alteration or addition of any building or structure, fence, wall, driveway, or other improvement of any nature, the Owner shall first submit its building plans, specifications, site layout plans, utility plans, grading and drainage plans, and landscape plans (collectively the "Plans") of all improvements to the Architectural Review Committee for its written approval. The building plans shall include floor plans, design sections, elevations, material selections and color schemes. The Plans shall include all materials for driveways, walls, fences and swimming pools. In the event the Architectural Review Committee shall fail to approve or disapprove in writing the Plans within thirty (30) days after they have been received by the Architectural Review Committee, such approval will not be required and this covenant shall be deemed to have been satisfied. The Plans shall be delivered to the Architectural Review Committee in person or by certified mail at the address to be designated from time to time by Declarant or the Association.

Plans for any improvements must conform to certain restrictions as set forth in this Article, and further must conform to the other requirements of this Declaration. The Architectural Review Committee shall be the sole judge or arbiter of such conformance

or non-conformance. Further, the Architectural Review Committee may approve or disapprove Plans when the Architectural Review Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with the development of the Property.

If the Architectural Review Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Owner shall notify Declarant, who shall have ten (10) days thereafter in which to have the improvements inspected by the Architectural Review Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Review Committee prior to construction. In the event that the Architectural Review Committee shall fail to approve or disapprove in writing the completed improvements within ten (10) days after receipt of notice from the Owner that the improvements are completed, such approval shall not be required and these covenants will be deemed to have been satisfied. In the event an Owner has made changes from the original Plans approved by the Architectural Review Committee and such changes were not previously approved by the Architectural Review Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Owner shall fail to complete the construction in accordance with the approved Plans or to maintain the improvements situated upon his Lot in a manner satisfactory to the Architectural Review Committee, the Architectural Review Committee may, upon the vote of two-thirds (2/3) of the

Committee's members, and after ten (10) days' notice in writing to the Owner, and in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, maintain, or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Owner shall be personally liable for the cost of such maintenance so incurred.

In addition to the approval of Plans and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Property. If such waiver is granted in writing, then, thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

The approval of the Architectural Review Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design or a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Property. Notice is hereby given to any future occupant of any such completed improvement and all invitees, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by Declarant or the Architectural Review Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them

of the structural stability, design or any building, structure or other improvement and no liability shall accrue to Declarant or the Architectural Review Committee in the event that any such construction shall subsequently prove to be defective.

The Architectural Review Committee shall be Oakmont Joint Venture until termination of the Class B membership. Thereafter, the Architectural Review Committee shall consist of three (3) Members appointed by the Association.

SECTION 3. Setback Line and Building Envelopes. Setback lines shall be no less than those required by Shelby County regulations, and no less than those shown on the Plat. The Architectural review Committee reserves unto itself, its successors and assigns, the right to control absolutely the precise location and elevation of any house or other structure upon all Lots in the subdivision. Such location shall be determined only after reasonable opportunity has been afforded to the Owner to recommend a specific site.

SECTION 4. Completion Requirements. Before any house may be occupied, it must be substantially complete. Houses shall be completed within twelve (12) months after construction commences.

SECTION 5. Standard Elements. At such time the Owner erects his dwelling, he shall construct certain elements by utilizing standard construction details as provided by the Architectural Review Committee and made a part of each formal approval, i.e., driveway intersections with road, house numbering, etc.

SECTION 6. Right-of-way Obstructions. Excluding mail boxes, Association owned property and natural or approved vegetation, no obstruction shall be allowed within ten (10) feet of any right-of-way.

SECTION 7. Equitable and Legal Recourse. The Association or any Owner of any Lot contained within the Residential Community shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the subdivision. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.