

**DECLARATION OF**  
**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF**  
**THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT**

WHEREAS Bright View Land Company (hereinafter referred to as the "Developer") has caused certain real property in Las Cruces, New Mexico, described with respect to Phase 1 in Exhibit "A" annexed hereto and incorporated herein by this reference, to be surveyed, subdivided, and platted into Lots as shown on the plat of The Pueblos at Alameda Ranch Planned Unit Development, having been filed for record with respect to Phase 1 in the real property records of Doña Ana County, New Mexico, the 23<sup>rd</sup> day of September, 2005, in Plat Record Book 21, pages 349-351; and

WHEREAS the Developer intends through the filing for record of this Declaration and related documents that all real property within all phases of The Pueblos at Alameda Ranch Planned Unit Development, including those phases still to be planned and developed, shall be subject to this Declaration and related documents;

NOW, THEREFORE, the Developer, the owner of all of the lands included within The Pueblos at Alameda Ranch Planned Unit Development as so platted and described above, does hereby declare and acknowledge that all of the lands included within said Planned Unit Development shall hereafter be subject to all of the following covenants, conditions, and restrictions.

**ARTICLE I**  
**PURPOSE OF COVENANTS**

1. General Requirements. By its execution of this Declaration, the Developer acknowledges its intent that the lands in The Pueblos at Alameda Ranch Planned Unit Development be developed and maintained as a highly desirable residential area. The

purpose of this Declaration is to assist in the protection and preservation of both the natural and man-made beauty and amenities of The Pueblos at Alameda Ranch Planned Unit Development in connection with the uses and structures permitted by this Declaration. The primary intent of this Declaration is that the privacy, views, and attractiveness of each property in The Pueblos at Alameda Ranch Planned Unit Development shall be protected insofar as is possible.

## **ARTICLE II**

### **DEFINITIONS**

1. Board of Directors (Board) shall mean and refer to the Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., as such Board shall be constituted and shall operate in accordance with the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc.

2. Common Areas shall mean and refer to all of the land within The Pueblos at Alameda Ranch Planned Unit Development (PUD) with the exception of the Lots and the non-landscaped portions of the public rights-of-way. Common Areas shall include but are not limited to the private rights-of-way, the entry gates, the open space tracts, the activity paths, the recreational facilities, the drainage structures, and the landscaped portions of the public rights-of-way, as well as open space that may be added to the PUD in the future, all of which exist for the mutual benefit of the Owners of Lots in the PUD.

3. Design Control Committee (Committee) shall mean and refer to the Design Control Committee of The Pueblos at Alameda Ranch Planned Unit Development, as such Committee shall be constituted and shall operate in accordance with this Declaration and the Design Controls for The Pueblos at Alameda Ranch Planned Unit Development.

4. Lot or Lots shall mean and refer to one or more of the individually numbered Lots shown on the plat of Phase 1 of The Pueblos at Alameda Ranch Planned Unit

Development, as well as all individually platted Lots that shall be created as the result of the replatting of the townhouse area into individual Lots to accommodate each housing unit to be constructed thereon, as well as all individually numbered single-family Lots and individually replatted townhouse Lots that shall be shown on the plats of future phases of The Pueblos at Alameda Ranch Planned Unit Development still to be planned and developed.

5. Owner shall mean and refer to any party who owns recorded title to a Lot in The Pueblos at Alameda Ranch Planned Unit Development.

6. Private Rights-of-Way shall mean and refer to both the paved and the unpaved portions of the private roads and the private townhouse driveways located adjacent to Lots and to other parts of the Common Areas.

7. The Pueblos at Alameda Ranch Planned Unit Development (PUD) shall mean and refer to all phases of the planned unit development of that name or variations thereof, subdivided now and in the future by the Developer within or adjoining the Alameda Ranch master-planned area in the City of Las Cruces, New Mexico.

8. Recreational Facilities shall mean and refer to all swimming pools, tennis courts, volleyball courts, playgrounds, and similar areas built by the Developer in the PUD for the use of all Owners.

### ARTICLE III

#### THE PUEBLOS AT ALAMEDA RANCH PLANNED UNIT DEVELOPMENT OWNERS ASSOCIATION, INC.

1. Membership in The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. All persons or other parties who own or acquire any of the Lots in The Pueblos at Alameda Ranch Planned Unit Development, by whatever means acquired, shall be considered to be Owners and shall automatically become Members of The Pueblos at Alameda Ranch Planned Unit Development Owners Association,

Inc. (Association) in accordance with the Articles of Incorporation and the Bylaws of the Association, and as the same may be duly amended from time to time and recorded in the Doña Ana County records.

Until (a) the conveyance by the Developer of ninety percent of the total of the Lots in each phase of the PUD, and (b) the completion of the first-year warranty inspection of PUD improvements by the City in each phase of the PUD, the responsibility to maintain and repair the Common Areas in each phase of the PUD shall reside with the Developer. Upon events (a) and (b) above having taken place in each phase of the PUD, the responsibility to maintain and repair the Common Areas in each phase of the PUD shall reside with The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., in accordance with the provisions of the Articles of Incorporation and the Bylaws of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. and these Covenants. Such responsibility shall include but not be limited to the setting of standards governing the maintenance of the Common Areas, as well as the levying of assessments necessary for their maintenance and repair.

Notwithstanding this assumption of responsibility by The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc., the Developer shall have the non-appealable authority at its sole discretion to continue to maintain and repair the Common Areas and shall bill The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. for the cost of such maintenance and repair, whereupon the Association shall be responsible for paying such bills within thirty days. The Developer shall exercise the discretion referred to above when it believes that the maintenance and repair of the Common Areas by the Association is deficient, and the Developer shall be responsible in such cases to document its position to the Association. If the Association demonstrates the willingness and the ability to resume maintenance and repair of the Common Areas without the intervention of the Developer, the Developer may at its sole discretion refrain from being involved in such maintenance and repair until such time as it

believes that its intervention is again warranted. In any event, the authority of the Developer to exercise its discretion in this matter shall terminate on December 31, 2017.

2. Membership. The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall have one class of membership. Each Owner shall be entitled to one vote for each Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3. Covenant for Maintenance Assessments. With the exception of the Developer, who is exempt from assessments, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and to agree to pay to The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. such Annual Assessments, Special Assessments, and Damage Assessments as shall be established by the Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. in accordance with Paragraph 4 of this Article and with Articles IV and V of these Covenants. The initial period for which Annual Assessments shall accrue shall begin on the first day of the first month following events (a) and (b) referred to in Paragraph 1 of this Article and shall end on the last day of that calendar year, and the Annual Assessment for that initial period shall be prorated accordingly and shall be due and payable within thirty days of the transmittal of a notice of Annual Assessment to the Owners. Thereafter, Annual Assessments shall be based on the calendar year, shall be set by the Board of Directors by November 15<sup>th</sup> of each year, shall be billed to the Owners via transmittal of a notice of Annual Assessment by November 30<sup>th</sup> of each year, and shall be due and payable by December 31<sup>st</sup> of each year.

Furthermore, the Board shall have the authority to impose Special Assessments to cover unanticipated repairs or shortages of funds, and the Board shall be responsible for documenting the need for such assessment in its notification to the Owners. Special

Assessments shall be due and payable within thirty days of the transmittal of a notice of Special Assessment to the Owners.

The assessments levied by the Board upon the Lots shall be used to pay for the maintenance and repair of the Common Areas, such payments to include but not be limited to the cost of labor, staff, equipment, materials, and supervision necessary for the task. In addition, the assessments shall be used to pay for the monitoring and updating of the operation of the entry gates, for the hiring of any security patrols that the Board believes would be beneficial to the PUD, for the upkeep of the Official Community Web Portal, for insurance for the Board and the Association, for personnel to monitor construction within the PUD on behalf of the Design Control Committee, and for other purposes approved by the Board acting in the best interests of the Owners.

4. Limits on Assessments. As provided herein and in the Bylaws of the Association, each Lot shall be subject to an Annual Assessment of a minimum of \$300.00 and a maximum of \$500.00. The Board of Directors of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall fix the Annual Assessment within said range as it deems necessary at its discretion. From and after January 1, 2009, the minimum or maximum Annual Assessment may be decreased or increased by up to fifteen percent annually by the assent of two-thirds of the voting Members who are voting in person or by proxy at an Association Meeting.

Special Assessments shall be levied not more than once annually, and the amount of a Special Assessment shall not exceed one-half of the minimum Annual Assessment in effect. Damage Assessments shall be levied in accordance with Articles IV and V of these Covenants.

All Annual Assessments and Special Assessments shall be levied equally, with all Lots in the PUD being subject to the same assessment, except as provided for in Paragraphs 1 and 3 of this Article.

## ARTICLE IV

### DESIGN CONTROLS FOR RESIDENTIAL LOTS

1. Design Guidelines. Design Controls for The Pueblos at Alameda Ranch Planned Unit Development are appended to, and are a part of, these Covenants; and the Design Controls shall be followed by all Owners of Lots within the PUD. In order to achieve a harmony of design and a high level of quality and value within the PUD so that the reasonable expectations of Owners regarding improvement and beautification of all property can be fulfilled for the benefit of all Owners, the construction of all houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within the PUD, shall be performed by a licensed homebuilder (or licensed subcontractor thereof) whose approval to engage in construction within the PUD shall be determined by inclusion of the homebuilder on the list of approved homebuilders appearing in the Official Community Web Portal for the PUD. Until the Official Community Web Portal is operational, the list of approved homebuilders shall be kept by the Developer. Any homebuilder, corporate entity, partnership, or individual or group of individuals, including Owners of Lots, who are not included on the list of approved homebuilders shall be barred from being the general contractor for the construction of any houses, walls, and front-yard landscaping, as well as additions and alterations thereto, within the PUD.

2. Appointment Duties. The Developer shall appoint from one to three persons to serve as the Design Control Committee for the PUD. The Design Control Committee shall have the duty and the authority by the exercise of its best judgment to see that any construction on any Lot conforms to and harmonizes with the design theme of the PUD and abides by the Design Controls. At any time after the Inaugural Association Meeting, the Developer may, at its sole discretion, transfer to The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. the responsibility to appoint one of the persons to serve on the Design Control Committee. Furthermore, if at any time the Developer fails to appoint the persons to serve as the Design Control Committee, The

Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. shall, upon two weeks' written notice to the Developer, assume the authority to appoint the persons to serve as the Design Control Committee.

3. Approval of Plans by the Design Control Committee. No improvements of any kind, including but not limited to houses, sheds, outbuildings, swimming pools, parking areas, fences, walls, garages, storage structures, patios, decks, carports, driveways, antennae, flagpoles, outdoor sculpture or other art, gutters or downspouts, awnings, clotheslines, curbs, or walks, or additions or alterations thereto, shall be constructed or installed upon any lands within The Pueblos at Alameda Ranch Planned Unit Development, nor may any landscaping be performed on any Lot, unless one complete set of plans for such construction or landscaping is submitted to the Design Control Committee and unless the plans are approved in writing by the Design Control Committee prior to the commencement of such work. In the event that the Design Control Committee fails to take any action within fifteen calendar days after complete plans for such work have been submitted to it and a signed receipt issued, then any such submitted plans shall be deemed to be approved. All submissions, approvals, and rejections shall be made in writing, shall be dated, and shall be signed for as proof of receipt. In the event that the Design Control Committee rejects any plans, the Committee is required to state the reason for rejection. Upon resubmittal of plans, the Committee must respond within ten calendar days.

Application to the City of Las Cruces for a building permit shall not be made prior to approval of plans by the Design Control Committee. The Design Control Committee shall reject any plans submitted to it that are not sufficient for it to exercise the judgment required of it by these Covenants.

4. General Construction Guidelines. The Design Control Committee shall monitor all construction within the PUD for compliance with approved plans and to help ensure that trash and debris are disposed of properly and that no damage is done to the Common

Areas or neighboring Lots during construction; and to this end the Committee shall be required by these Covenants, at the time of its approval of plans for construction on a Lot, to collect a damage deposit of \$200.00 from the homebuilder to whom approval of plans is given, said deposit to be used by the Committee at its sole discretion for clean up or repair made necessary by any construction. This deposit shall be held by the Committee and returned to the homebuilder upon completion of construction, less any sums expended by the Committee for the clean up or repair referenced herein. In the event that the deposit is not sufficient to cover the cost of the clean up or repair, the Committee can require an additional damage deposit; or the Committee shall ask the Board of Directors to charge the balance of the cost of the clean up or repair to the Owner of the Lot as a Damage Assessment against the Lot, to be collected as the Board instructs. The Committee urges homebuilders working in the PUD to control trash and debris during periods of construction. Specifically, these Covenants require that a trash dumpster and a portable toilet be located on each Lot (not in the Common Areas, including the rights-of-way) during construction of a house on the Lot. Furthermore, these Covenants strictly forbid the following practices: unloading or storing construction materials, including plants or landscaping materials of any kind, within any part of the Common Areas, including the rights-of-way, or on a neighboring Lot; rinsing of concrete trucks, concrete or stucco mixers, or stucco or paint containers anywhere in the PUD except in the designated wash-out pit on each Lot; and parking on any Lot without the permission of the Owner of the Lot.

The Committee has the responsibility and authority to establish detailed regulations governing all construction activities within the PUD. At the time that each set of plans for construction within the PUD is approved, the Committee shall provide to the homebuilder a copy of the regulations in force within the PUD at that time. The Committee shall be the sole arbiter of all issues and disputes governing all construction activities within the PUD insofar as the issues and disputes are related to matters covered by these Covenants

and the Design Controls, and the decisions and actions of the Committee in connection with these issues and disputes shall be final and not subject to appeal.

5. Design Control Committee Not Liable. Neither the Design Control Committee nor its individual members shall be liable for damages to any homebuilder or other party submitting any plans for approval, or to any Owner of a Lot within The Pueblos at Alameda Ranch Planned Unit Development, by reason of any action, failure to act, approval, rejection, or failure to approve or reject, with regard to such plans, nor shall the Committee or its individual members be liable for damages in connection with actions or failure to act by the Committee in connection with regulations governing construction activities within the PUD. Any homebuilder or other party acquiring title to any Lot in The Pueblos at Alameda Ranch Planned Unit Development, or any homebuilder or other party submitting plans to the Design Control Committee for approval or engaging in construction activity within the PUD, by so doing, does agree and covenant that he shall not bring any action or suit, including but not limited to any action or suit seeking damages, against the Design Control Committee, its members either individually or corporately, or its advisors, employees, or agents.

5. Written Record. The Design Control Committee shall keep and safeguard for at least seven years complete permanent written records of all applications for approval of construction in the PUD (including one set of all plans so submitted) and of all actions of approval or rejection and all other actions taken under the provisions of this Declaration.

## ARTICLE V

### RESTRICTIONS ON RESIDENTIAL LOTS AND COMMON AREAS

1. Zoning Regulations. No lands within The Pueblos at Alameda Ranch Planned Unit Development shall be occupied or used for any purpose or in any manner that is contrary to the applicable zoning regulations or to the approved documents of the PUD, including these Covenants and the Design Controls, validly in force.

2. Number of Buildings. No buildings or structures shall be placed, erected, or permitted to remain on any residential Lot other than (a) one single-family dwelling house with attached garage or with such approved structures as ramadas, breezeways, carports, porte-cochères, and the like, (b) multiple dwelling units, either detached or attached, on Lots designated in the approved PUD plan or amendments thereto for townhouse units, up to the maximum number of units permitted on each such Lot by the approved PUD plan or amendments thereto, and (c) construction trailers approved by the Design Control Committee for storage of construction materials during construction of a house.

3. Model Home/Office. Notwithstanding other provisions in these Covenants, and acting in compliance with the Design Controls, the Developer, the builders of homes in the PUD, and real estate agents representing the Developer or the builders may, at their sole discretion, construct and/or occupy one or more houses for use as model homes and offices. No limitation shall be placed on the length of time that the Developer, the builders of homes in the PUD, and their agents can occupy houses in the PUD as model homes and offices. However, the specific intent of these Covenants is to minimize on residences any negative impact of the existence of model homes and offices in the PUD, and to that end the Design Control Committee shall have sole, unlimited, and non-appealable authority to enact and modify rules and regulations relating to the occupancy and operation of model homes and offices anywhere in the PUD, including but not limited to the days and hours of operation, the number of staff, the number and size of signs, and the location and number of vehicles parked in connection with the model homes and offices.

4. Signs. With the exception of PUD identification signs that the Developer shall install and two "For Sale" signs (not to be larger than 48 x 48 inches) per Lot, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot or any part of the Common Areas in The Pueblos at Alameda Ranch Planned Unit Development. These restrictions regarding signs shall not

apply to model homes and offices.

5. No Resubdivision. No Lot described on the recorded plat of any phase of The Pueblos at Alameda Ranch Planned Unit Development shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less than the full original dimensions as shown on the recorded plats of The Pueblos at Alameda Ranch Planned Unit Development, except that conveyances or dedications of utilities may be made for less than all of one Lot, and except that townhouse Lots may be replatted into a larger number of individual Lots for individual homes in accordance with the approved PUD plan or amendments thereto.

6. Trash. Each Owner of any Lot shall have the responsibility to remove all trash and large weeds from his Lot in The Pueblos at Alameda Ranch Planned Unit Development and shall not be allowed to burn trash or weeds thereon. In the event that trash or large weeds accumulate on any Lot, the Design Control Committee shall have the authority and responsibility to clean up the Lot and charge the Owner up to \$100 per clean-up. If said charge is not paid within thirty days, the Design Control Committee shall refer the matter to the Board of Directors, which shall have the authority to charge this amount as a Damage Assessment against the Lot.

7. Public Nuisance. No obnoxious or offensive activity shall be carried on within the PUD, nor shall anything be permitted that shall constitute a public nuisance thereon.

8. All-Terrain Vehicles. The operation of motorized vehicles commonly known as ATVs shall be prohibited within the PUD. The operation of motorized vehicles of any kind shall be prohibited within all unpaved areas of the Common Areas of the PUD.

9. Hunting. Hunting of any animals within the PUD shall be prohibited, as shall the discharge of firearms, the use of archery equipment, and similar activities.

10. Recreational Activities. The installation or use outdoors within the PUD of such recreational equipment as basketball backboards or rims, baseball batting cages, trampolines, playground structures (including temporary inflatable structures) greater than

five feet in height, and the like shall be prohibited unless approved by the Design Control Committee as being unobtrusive. Notwithstanding this provision, the Developer has the authority to construct and operate (or delegate the operation of) Recreational Facilities within the PUD at its sole discretion for the use by and the enjoyment of all Owners, and the Developer and the Board of Directors shall jointly establish rules and regulations relating to these Recreational Facilities. All Owners shall abide by these rules and regulations.

11. Maintenance of Private Right-of-Way. Each Lot Owner shall be responsible for landscaping and maintaining the unpaved portion of the Private Right-of-Way contiguous with the Owner's Lot, except for the landscaped areas between the paved street and the sidewalk, which shall be the responsibility of The Pueblos at Alameda Ranch Planned Unit Development Owners Association, Inc. The former area shall be maintained as if it were a part of the Owner's Lot, except that no walls, fences, signs, or large trees shall be permitted within it. Upon failure of the Owner to maintain this area, the Board of Directors may, at its discretion, after giving the Owner thirty days' written notice, arrange to have the area maintained. The cost of this maintenance may be charged to the Owner as a Damage Assessment against the property by the Board.

12. Sidewalks. The Owner of each Lot shall be responsible for constructing sidewalks in accordance with the approved construction drawings of the PUD and the regulations of the City of Las Cruces.

13. Parking and Storage of Vehicles. No campers, recreational vehicles, boats, trailers, commercial-type vehicles, or trucks shall be stored or parked on any Lot except in a closed garage, nor parked anywhere in the Common Areas, except for a period of up to eight hours for loading or unloading, during which period the vehicle must be parked in the driveway of the Lot Owner who owns the vehicle. For the purposes of this restriction, a truck having a three-quarter-ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. In addition,

personal-type vehicles, including but not limited to cars, vans, pick-up trucks, SUVs, motorcycles, and the like, shall not be parked or stored on a regular basis on any Lot except in a closed garage or in a driveway within five feet of a closed garage door.

14. On-Street Parking. The combined area of the garage and driveway of each house in the PUD shall be sufficient to accommodate at least four motor vehicles, except that the minimum number shall be two motor vehicles for each house on a townhouse Lot in the PUD. Overnight on-street parking of any motor vehicle, trailer, or the like shall be prohibited; and no motor vehicle, trailer, or the like shall be parked within any of the unpaved areas of the PUD. Short-term (up to six-hour) on-street guest parking shall be allowed, but not on regular basis.

15. Animals. The keeping of ordinary household pets shall be permitted in the PUD. When off the Owner's Lot, such pets must be kept on a leash and shall not be permitted to run at large. In addition, dogs shall not be permitted to bark outside to the extent that an average person would find annoying. The Board of Directors shall be the sole arbiter in this regard and may enforce this provision by whatever means may be legally available to it.

16. Garage Sales. Sales commonly known as garage sales shall be prohibited in the PUD.

17. No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of The PUD. This provision shall not restrict either routine excavating work in connection with house construction or drilling in connection with soils testing.

18. Easements Reserved. The Developer hereby reserves to itself, to its successors in interest, and to other applicable parties perpetual easements on the Common Areas for constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, cable TV, water, irrigation, sewer, gas, and similar lines, pipes,

wires, poles, ditches, and conduits, as well as for drainage structures. The Developer may convey or grant by license, lease, deed, lien, deed of trust, mortgage, or otherwise any right, title, or interest in or to any and all easements and reservations contained within documents of conveyance, these Covenants, or the plats of The Pueblos at Alameda Ranch Planned Unit Development to public utilities and governmental entities as may be reasonably necessary to effect the developmental and residential intentions as set forth in the plats and these Covenants.

19. Walls. Pursuant to Article V of the Design Controls for the PUD, privacy walls shall be built (a) by the Developer, subject to reimbursement by the party purchasing the Lot from the Developer, along the rear property line of each Lot, along the secondary front property line of each corner Lot, and in a limited number of other locations where the Developer decides that a wall is required for design continuity, and (b) by the homebuilder of each Lot, at the expense of the homebuilder, along the zero-lot-line side property line of each Lot, entirely on that Lot (that is, this is not a shared wall), extending from the wall on the rear property line to the front of the house, excluding the points occupied by the house. Details of rear walls and side walls can be found in Article V of the Design Controls. Any alteration to rear walls or side walls shall be subject to the approval of the Design Control Committee.

20. Temporary Walls and Fences. When a house is being built on a Lot prior to construction of a house on the neighboring Lot to the non-zero-lot-line side, the Owner of the house under construction has the right to build a temporary wall or fence near the non-zero-lot-line property line in order to create an enclosed yard for the house under construction. Such a temporary wall or fence must be constructed of material approved by the Design Control Committee, must be of a style approved by the Committee, must be set back at least one foot from the property line, must be removed promptly when it interferes with construction of a house on the neighboring Lot, and is the sole responsibility of the Owner on whose behalf the wall or fence is built.