11-15-94
94-45658

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TALLGRASS SUBDIVISION DEVELOPMENT

This Declaration of Covenants, Conditions and Restrictions for Tallgrass Development is made this 15th day of November, 1994, by the Tallgrass Subdivision, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II and desires to create thereon a subdivision with permanent common areas and other common facilities for the benefit of said subdivision; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and other common facilities; and to this end, desires to subject the real property described in Article II to the covenant restrictions, easements charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, Declarant has deemed it desirable for this efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II of this Declaration is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

a) "Association shall mean and refer to Tallgrass Homeowners Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.

b) "Properties" shall mean and refer to the real property described in Article II.

c) "Common Areas" shall mean and refer to all real and personal property, facilities and improvements now or hereinafter owned by the Association for the common use and enjoyment of the Owners, including Lot 12 reserved for Detention Area..

d) "Lot" shall mean and refer to a portion of the property intended for independent ownership and use as may be set out in this declaration and as shall be shown on the Plat of Subdivision filed with this Declaration.

e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless and until such person acquires title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

f) "Member" shall mean and refer to every owner who therefore is a member of the Association.

g) "Developer" shall mean and refer to the Declarant and its assigns if such assigns should acquire a portion of the land described in Article II, from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

h) "Area of Common Responsibility" shall mean and refer to the Common Areas together with those areas, if any, upon a Lot the maintenance, repair or replacement of which is made the responsibility of the Association by this Declaration.

i) "Board" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Property Subject to Declaration

The real property which is, and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Springfield, Illinois, and is more particularly described as:

This property is commonly know as the Tallgrass Subdivision, a subdivision of 107 lots, the preliminary plan of which is attached as Exhibit A.

Section 2. The Common Areas

The Common Area is the tracts or parcels of land shown in Exhibit A, inclusive of any changes required for final platting, less and except the individual Lots and streets shown thereon. Notwithstanding any other provisions of this Section, the Common Area shall include any park areas and landscaped portions of boulevard streets not dedicated to any public authority.

ARTICLE III

ADMINISTRATION AND OPERATION OF THE ASSOCIATION

Upon the sale and trasnfer of title is the first lot hereunder a corporation shall be formed by the Developers in accordance with provisions herein.

Section 1. Board of Directors

The directors named in the Associations's Articles of Incorporation constitute the Association's first Board which shall hold office and which shall hold and exercise all of the right, duties, powers and functions of the Board set forth in this Declaration, and the By-Laws, until the first election of Directors by the members of the Association at the first annual membership meeting.

The Board shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Founding Documents which are not specifically reserved to Members or the Developer by said Documents. The Board shall exercise its powers in accordance with the governing Documents. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties:

a) Real and Personal Property - To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provision of Article II and Article IV, respectively.

b) Rule Making - To establish, modify and enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve architectural standards as recommended by the Architectural Standards Committee; and

c) Assessments - To fix, levy and collect assessments as provided in Article V; and

d) Easements - To grant and convey easements to the Common Area as may become necessary and as provided in Article VIII; and

e) Employment of Agents - To employ, enter into contract with, delegate authority to and supervise or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, and to enforce or effectuate any of the provisions of the Governing Documents.

g) Membership Meetings - To call the first annual meeting of the Members of the Association, within 180 days after 25 lots have transferred from the Declarant to Class "I" members, written notice of which first annual membership meeting shall be sent to the Members at least ten (10) days in advance of such meeting. Notwithstanding anything to the contrary in this Declaration provided, until the date of said first annual membership meeting, no Class I member shall have any voting rights, and the right of each such Class I

member to vote on any matter is hereby denied until such meeting. Each annual meeting of the Members of the Association following such initial annual membership meeting shall be held at the time and place so designated at the initial annual membership meeting.

B

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;

b) The right of the Association to suspend the voting rights and right of use the common areas and facilities by any Owner for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Associations published rules and regulations for the duration of the infraction, and for an additional period thereafter not to exceed sixty (60) days.

c) The right of the Declarant with regard to the Properties which may be owned for the purpose of development, to grant easements in and to the Common Area contained with the Properties to any public agency, authority or utility for such purposes as benefit the properties or parties thereof and Owners of Lots contained therein;

d) The right of the Association by a majority vote of all of the members of the Board to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, option, easements or any Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the properties.

e) The right of the Association to dedicate or transfer all or any portion of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by at least 66 2/3 percent of the votes which the total membership, including both the Class "I" and Class "II" members, present or represented by proxy are entitled to cast at a

meeting duly called for such purpose.

f) The right of the Association with regard to the Properties which it may own to grant easements to Declarant, any public agency, authority or utility for such purposes as benefit the properties or portions thereof and Owners or Lots contained therein.

C

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every person or entity who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, vote and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenance to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for member ship. The rights and privileges of member ship, including the right to vote and to hold office may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held for each Lot.

Section 2. Voting

The Association shall have two classes of voting membership, Class "I" and Class "II", as follows:

a) Class "I" - Class "I" members shall be all Owners with the exception of the Declarant, any successor of Declarant, who takes title for the purpose of development and sale, and anyone holding one or more Lots for the purpose of development or sale. Class "I" members shall be entitled to one vote for each Lot in which they hold the interest required for membership by section 1 hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise in writing the Secretary prior to any meeting. In the absence of such advise, the Lot's vote shall be suspended in the event more than one person seeks to exercise it. If a lot is owned by a corporation, partnership or trust, such entity shall designate in writing the person authorized to vote in behalf of such entity.

b) Class "II" - The Class "II" member shall be the Declarant. The Class "II" member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Section 1, Article C, provided that the Class "II" membership shall cease and become converted to Class "I" membership on the happening of either of the following events, whichever occurs earlier:

1. When the total vote outstanding of the Class "I" membership equal the total votes outstanding of the Class "II" membership; or

2. At such time as Developer voluntarily relinquished its Class "II" membership rights.

D

COVENANT FOR MEMBERSHIP FEE AND ASSESSMENTS

Section 1. Purpose of Assessments

The assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environment of the properties for the common benefit and enjoyment of the Owners and occupants of residences, improvement and maintenance of the common areas and other common facilities and areas of common responsibilities including but not limited to repair, replacement and additions thereof, and for the cost of labor, equipment, and materials, management and supervision thereof, all as may be authorized from time to time by the Board of Directors.

Section 2. Creation of Lien and Personal Obligations of Assessments

Each Owner of a Lot by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or other conveyance shall be deemed to covenant and agree to pay the Association:

a) An entering membership fees, b) annual assessments, c) special assessments and/or individual assessments against any particular lot, shall be established and collected pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed herein. All such assessments together with interest thereon, late charges and costs of collection thereof, including reasonable attorney's fees (i) shall be a charge and a continuing lien upon the Lot against which any such assessment is made and (ii) shall also be the joint and several personal obligation of each person who was an Owner of sand Lot at the time when any such assessment made against said Lot fell due.

No Owner shall be entitled to a refund of any portion of the entering membership fee, any annual or special assessment, or installment of a special assessment, paid by him, even though said Owner's membership in the Association terminates prior to expiration of the period covered by any such assessment or installment theretofore paid by him. No Owner may avoid or escape liability for the entering membership fee, or any annual or special assessment, or individual assessment, imposed or levied pursuant to this Article VI by abandonment of his property or by attempted waiver as non-user of the benefits of membership in the Association, or of Common Areas and facilities.

Section 3. Entering Membership Fee

Each person or entity who holds an ownership interest in a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association within ten (10) days after first becoming a Member of the Association, an entering membership fee of One hundred dollars ($125.00) to be used by the Association for the same purposes for which annual and special assessments may be levied, provided, however, (1) that no person or entity shall be required to pay the entering membership fee more than once, without regard to the number of Lots in which said Owner from time to time may hold an ownership interest, and without regard to the number of times said Owner may again become a Member of the Association after said Owner's initial membership therein terminates, and (2) than an entering membership fee shall be paid on a particular lot only once, without regard to the number of times the lot might be sold.

Section 4. Annual Assessment

It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimate costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the proposed budget and the assessments to be levied against each Lot for the following year to be delivered to the last meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the total Association membership votes including those votes of the Class "II" member (s). Notwithstanding the foregoing, however, in the event the members disapprove the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effort for the then current year shall continue for the succeeding year. The initial annual assessment shall be $50.00 per Class I member, the amount which shall continue until changed as provided herein. The board shall cause a "Notice of Assessment" to be delivered by U. S. Mail to the last known address of each Class I member on or about January 1, of each.

Section 5. Special Assessments

In addition to the annual assessments authorized above the Association may levy in any calendar year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement, or maintenance of a described capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided, that, any such assessment shall have the assent of two-thirds (2/3) of the votes of the total membership including the class "B" members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors may make such special assessments payable in installments over a period which may, in the

Board's discretion, extend in excess of the fiscal year in which adopted.

Section 6. Individual Assessment

In the event that the need for maintenance or repairs of the Common Area is caused through the willful or negligent act of an Owner, his family, guests or invites or in the event that an owner of any lot shall fail or refuse to maintain such lot, or repair or replace the improvements situated thereon in a manner satisfactory to the Board, or the Architectural Standards Committee, then, the Association, after approval by vote of 75% of all members of the Board, shall give such written notice of the Association's intent to provide the required maintenance, repair or replacement, at such Owner's sole cost and expense. The owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said fifteen day period, to commence said maintenance, repair or replacement. If such Owner fails or refuses to discharge properly his obligations as outlined above the Association shall have the right, through its duly authorized agents or employees to enter at reasonable hours of a day; upon said lot to perform such work. The Association amy levy an individual assessment upon any lot, except as provided in Section 7 of this Article, to cover the cost and expense incurred by the Association in fulfilling the provisions of this section.

Section 7 Exemption from Assessment

The following property subject to this declaration shall be exempt from all assessments, charges and liens chartered herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use.

b) All Common Area as defined in Article I hereof.

c) Any vacant land or lots owned by a Class "B" member unless a lot is occupied as a residence. Any such land or lots owned by a Class "B" member shall be maintained by such Class "B" member at such member's sole cost and expense.

Section 8. Assessments Due Dates

The annual assessment installments for each lot shall be due on the first day of the month following the transfer of ownership of the lot from Declarant to the Owner, and shall become due and payable on the first day of each fiscal year thereafter. The method of payment and due dates for special assessments shall be as established by the Association in accordance with Section 5 of this Article VI. The method of payment and due dates for individual assessments shall be as determined by the Board in accordance with Section 6 of Article VI. The Association shall prepare a roster of lots and assessments applicatible thereof, which shall be open to inspection by any member upon reasonable notice to the Board.

Section 9 Computation

Annual and special assessments shall be charged equally against each lot.

Section 10 Effect of Nonpayment of Assessments: Remedies of the Association

Any assessments which are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in an amount as the board by determine from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within the ten (10) days following the due date. If the Assessment or assessment installment is not paid within thirty (30) days, the Association may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and a lien as herein provided for shall attach, and in addition the lien shall include the late charge, interest on the principal amount due at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each Owner, by acceptance of a deed or other conveyance to a Lot, vests in the Association or its agents the right and power to bring all actions again such Owner or Owners personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided in this Article shall be in favor of the Association and shall be fore the benefit of all other Owners. The Association, acting on behalf of the Owners, shall be the Power to bid on the Lot at any foreclosure sale or to acquire, hold, ease, mortgage and convey the same. No Owner may waive or other escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of the Lot.

Section 11. Subordination of Lien

The lien provided for this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Estoppel Certificates

The Association shall, upon request of a member, at any reasonable time, furnish an estoppel certificate signed by an officer or the authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said members lot, upon to a given date or time of conveyance. The Association shall also certify as to whether or not there are violations of the governing documents on the lot as of the date

preparation of the certificate. Said certificate shall be delivered to the place of closing and all outstanding assessments and other charges, if any, and a reasonable charge, as determined by the Board, to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

E

MAINTENANCE BY AND SERVICES OF THE ASSOCIATION

Section 1. Maintenance, Repairs and Services by the Association

The Association, subject to the provisions of this declaration and the By-Laws of the Association shall maintain in perpetuity and keep in good repair the area of common responsibility, which responsibility shall be deemed to include by example and not by limitation; (a) maintenance and repair of all common areas and facilities including, park areas, landscaping, utility lines, pipes, wires and conduits, not dedicated to any public authority, if any, (b) furnish and provide the necessary maintenance and repair services for the utility systems, and for any controlled discharge drainage collection facility serving the properties and the improvements situated thereon, (c) furnish and provide the necessary maintenance and repair services for the paved portions of any storm drainage ditches.

Section 2. Easement

The Association is hereby granted an easement of use and right-of-way on, over, in, under and through all lots in order to comply with the terms of this Article VII, and entry on any lot for such purpose shall not be deemed a trespass.

ARTICLE IV

EASEMENTS

Section 1. Utility Easements

There is hereby created an easement upon, across, over, through and under the properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the property to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the land providing such company restores disturbed areas to the condition in which they were found.

Section 2. Developer's Easement to Correct Drainage

For a period of two years from the date of conveyance of each Lot, the Developer

reserves an easement and right on, over and under the ground within that Lot to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights

Notwithstanding any provision of this Declaration, so long as the Developer or Participating Builders are engaged in developing or improving any portion of the properties, such persons shall have an easement of ingress, egress and use over any lands not occupied by an Owner for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs and (3) conduct of sales activities. Such easement shall be subject to such rules as may be established by the developer to maintain reasonable standards of safety, cleanliness and general appearance of the properties.

Section 4. Easement to Inspect

There is hereby created an easement in favor of the Association for ingress and egress on any Lot to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements.

Section 5. Easement for Landscaping and Related Purposes

There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a non-exclusive easement over all Lots and Common Areas (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas", lighting, stone, wood, or masonry wall features and/or related landscaping.

The developer shall, at its own discretion, provide and perform landscaping for the general benefit of current and future lot owners. Such landscaping shall not be disturbed unless such action is approved by two-thirds (2/3) of the votes of the total membership including the Class "B" members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days in advance of the meeting setting forth the purpose of the meeting.

ARTICLE V

RESTRICTIVE COVENANTS

The property described in Article II hereof is subject tot he following restrictive covenants.

Section 1. Land Use

The properties committed to this Declaration as described in Article II shall be used for residential purposes only, and not trade or business of any kind may be carried on therein.

Section 2. Nuisances

No nuisance or offensive activity shall be permitted upon the properties so as to jeopardize property values or be detrimental to the enjoyment, comfort and well-being of the members. Each Owner shall refrain and prohibit any act or use of a lot which could reasonably cause embarrassment or annoyance to other Owners or occupants, and the Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Section 3. Architectural Standards

No construction or erection of any nature whatsoever shall be commenced or maintained upon any part of the properties except as is installed or approved by the Declarant in connection with the initial construction of buildings on the properties, unless and until the plans and specification showing the nature, kind, shape, heights, materials and location of the sale shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography in writing by the board or by an Architectural Standards Committee composed of three or more representatives appointed by the board. No alternations, repairs, excavations, fences, awnings, patio cover, swimming pool, light pole or fixture, landscaping or other work which in any way alters the exterior or any Lot of Common Area or other improvements located thereon shall be commended, made or done on such property without the prior written approval of the Board or the Architectural Standards Committee. In the event said board, or its designated committee fails to approve or to disapprove such construction, additions or alterations within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and this Article I will e deemed to have been fully complied with.

1. Only one single-family dwelling and private garage appertaining thereto shall be erected on each lot. No use shall be made of each lot except such as is incidental to the occupation thereof for residential purpose by one private family residing in a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot or lots, or part or parts thereof, exceeding two stories in height.

2. The minimum floor area of each dwelling constructed in such subdivision, exclusive of basement, open porches and garages, shall be as follows:

a) One (1) story dwelling, at least 1400 square feet total.

b) One and one-half (1 1/2) story dwelling, the Architectural Standards Committee shall determine acceptable square footage on a case-by-case basis, except that the ground floor shall be at least 1200 square feet.

c) Two (2) story dwelling, at least 1700 square feet total, with at least 1000 square feet on ground level.

In all cases, the Architectural Standards Committee may make reasonable exceptions on a case-by-case basis.

Other types of dwelling may be constructed in such subdivision only with the written consent of the Architectural Standards Committee. All computations of floor areas shall be exclusive of garages, porches, or terraces. Each garage shall be attached to the dwelling. It must be architecturally related to the dwelling and no garage shall provide space for else than two automobiles. No carport may be erected and maintained on any lot in the subdivision, unless it is approved in writing by the Architectural Control Committee prior to construction.

All single-story homes shall incorporate brick into the elevation, acceptable levels of which shall be determined by the Architectural Standards Committee.

3. No building, exclusive of eaves and steps, shall be located on any lot nearer to the front lot line or sidelot line than the minimum building line as shown on the recorded plat of said subdivision, and nearer than seven (7) feet to any interior lot line. The minimum setback shall be thirty (30) feet, at a minimum the side yards shall equal 15 feet, and the minimum rear yard shall be twenty five (25) feet. Interior lot line as used herein means the lot lines having no street frontage shown on the recorded plat of said subdivision except when a single site in said subdivision consists or more than one lot contiguous to all or part of another lot with the ownership of all such site in common, then the exterior lines of such site that have no street frontage shall be considered to be the interior lot lines for such site. Where a side yard is used for a driveway purpose, that side yard adjacent to the dwelling shall not be less than ten (10) feet in width.

4. No lot shall be re-subdivided nor shall a fractional part of any lot be sold.

5. All construction must be delingently pursued to completion within a reasonable period.

No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if such building is occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.

Section 4. Antennas

No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained on the exterior of any lot, living unit, or the common area without the prior written consent of the Board or other Architectural Standards Committee.

Section 5. Pets

No member or resident shall keep or maintain upon a lot, within a living unit or upon the Common Area any animals, birds or pets of any kind, except for generally recognized domestic household pets, provided, however, that such pets shall not be bred, kept or maintained for commercial purposes. Any such domestic pet shall not be permitted to cause or create a nuisance, disturbance, or unreasonable amount of noise which may affect any member or other person on the properties. Any such pet must be kept within the confines of the Owner's Lot or must be on a leash held by a person when allowed upon the common area. Notwithstanding any other provision to the contrary, the Board shall have the absolute power to adopt rules and regulations from time to time pertaining to the keeping of any and all pets upon the properties including but not limited to the right to remove or cause to be removed from the properties (including the inside of a Living Unit) any such pet or pets when the Board determines such action to be in the best interest, well being and enjoyment of any or all of the members and/or residents of Tallgrass Homeowners Association.

Section 6. Signs

No sign or signs of any kind shall be erected, posted or displayed to the public view upon any lot, living unit or any other portion of the properties without the prior written consent of the Board or the Architectural Standards Committee, except street signs and other identification signs authorized or installed by the Association or the Declarant. The Architectural Standards Committee shall approve all builders signs.

Section 7. Parking and Storage of Vehicles

No owner, tenant, guest or other person shall park, store or keep upon any lot or common area any commercial vehicle, boat or other watercraft, motor home, trailer, camper, truck or other transportation devices of any kind; provided however, that an owner or tenant may park his or her privately owned automobile or truck in such owner or tenants garage. No Owner, tenant or other person shall repair or restore any vehicle of any kind upon any lot or common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Notwithstanding any provision heretofore stated in this section, the Board shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles.

Section 8. Garbage and Refuse Disposal

No Owner, occupant or tenant of any lots or living unit shall store, keep, deposit,

or leave any garbage or rubbish, or any other junk or waste materials on any lot or on any other part of the properties, except such garbage and rubbish which shall necessarily accumulate from the last garbage and rubbish collection, provided any such garbage shall be kept in sanitary containers which shall be of the type and size designated by the Association, and provided further that such containers and rubbish shall not be permitted to remain in public view except on days of collection.

Section 9. Miscellaneous Rules

a) All utilities, including telephone, electric and television cables other than for temporary service during construction, shall be underground. Transformers and distribution pedestals for main lines and houseleaders shall be located only as approved by the Architectural standards Committee.

b) An owner of any vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.

c) During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.

d) Soils, mud and landscape waste carried from a lot onto other properties and common area such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.

e) Following the completion of the construction of a residence on a lot in the subdivision, the owner shall have the lot landscaped. The front and side yards shall be sodded and two shade trees, at least one and one half inches (1 1/2) in diameter shall be planted.

f) After the construction of the sidewalk in front of a lot and acceptance by the City Engineer or his representative, the lot owner shall be responsible for replacing at his own expense, any broken or cracked section of said sidewalk adjacent to his lot.

g) All compressors and cooling towers used in conjunction with central air conditioning, shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood or adjacent property owners.

h) No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

i) Each dwelling shall be connected to the public sanitary and storm sewers.

j) Easement for installation and maintenance of utilities are served as shown on the plan recorded for said Tallgrass Subdivision. Within these easements, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility.

k) Mail boxes must be located at curbside and must meet the design specifications of the Architectural Standards Committee.

l) The topography and finished grade elevations of each lot and homesite must be consistent with the grade line and elevation of the other homesite in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Standards Committee.

m) Driveways shall be a minimum of eighteen feet (18') wide.

n) Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc. shall be stored out of sight when not in use.

o) Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.

p) No above-ground swimming pools will be allowed on any lot in the subdivision. Any in-ground pool installed shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling.

q) No outside building shall be constructed or placed upon the property without the prior written consent of Architectural Standards Committee.

r) Any fencing constructed on any lot on said property shall conform to the City of Springfield ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be approved by the Architectural Standards Committee.

Section 11. Additional Rules

From time to time the Board of the Association, once formed, shall adopt additional rules and amend existing rules, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the Members, tenants, guests and invitees. Such additional rules may only be adopted or amended by a two-thirds vote of the board, following a hearing for which due notice has been provided to all Members. All such additional rules and any subsequent amendment thereto shall be placed in the Book of Resolutions and furnished in writing to all members prior to such rules effective date, and shall be binding on all Members, except where expressly provided

otherwise in such rule.

Section 12. Exceptions

The Board of the Association, once formed, may issue temporary permits to except any prohibitions expressed or implied by this Article I, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures which re in keeping with the purposes and intent of this declaration. Notwithstanding any provisions contained in this Declaration tot he contrary, it shall be expressly permissible for Declarant and the building or builders (if other than Declarant) of residences to maintain and carry on all activities pertaining to such construction, during the period of construction and sale of the Lots or residences, upon such portion of the Common Area as the Declarant may deem necessary. So long as the Developer or participating builders are engaged in developing or improving any portion of the properties, such persons shall be exempted from rules affecting movement, dispositions and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model living units. Such exception shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the properties.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 1. Common Area Insurance

The Board of the Association, once formed, shall have the authority to and shall obtain insurance for the common Areas and all improvements situated thereon, and for any other real or personal property of the Association, against loss or damage by fire and such other hazards as the Board may deem desirable to insure against, for the full insurable replacement cost of said Common Areas, improvements situated thereon and other real or personal property of the Association. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including lability for injuries to and death of persons, and property damage, in such limits as the board shall deem desirable, and workmen's compensation insurance and such other liability insurance as it may deem desirable, insuring the Association its directors, officers, committee members, employees, and agents from liability in connection with the Common Areas, improvements located thereon, and other real and personal property of the Association, and insuring the Directors, officers and committee members of the Association from liability for good faith acts or omissions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one (1) or more insured parties against other insured parties. Premiums for all such insurance shall be common expenses of the Association.

Section 2. Indemnification

The directors, officers and committee members of the Association shall not be liable

to any Owner or any Member, or any person claiming by or through any such Owner or Member, for any act or omission to act in the performance of their duties and the Association shall have the power to indemnify all such directors, officers and committee members from all claims, demands, actions and proceedings, and any expense, in connection therewith, except if such director, officer or committee member shall be adjudged in any such action or proceeding to be liable for willful misconduct in the performance of his duties.

ARTICLE VII

ENFORCEMENT AUTHORITY AND PROCEDURE

Section 1. Authority

The Board shall be authorized and empowered to (i) make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties; (ii) impose reasonable fines, which shall constitute a lien upon the lot of a member, and/or suspend such member's right to use the common areas and the right to vote, for not more than thirty (30) days, or such time as a violation may continue and sixty (60) days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which have been duly adopted by the Association; (iii) begin any action in any court on behalf of the Association and all owners to abate any nuisance, or otherwise to protect the values and integrity of the community.

Section 2. Procedure

The Board shall not impose a fine, suspend voting, begin court action or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(i) The alleged violation;
(ii) The action required to abate the violation, and
(iii) A time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

b) Notice - Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in the executive session. The notice shall contain:

(i) The nature of the alleged violation;
(ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
(iii) An invitation to attend the hearing and produce anystatement, evidence and

witnesses on his or her behalf; and

(iv) The proposed sanction to be imposed.

c) Hearing - The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunityto be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with statement of the data mnd manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the section, if any, imposed.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Articles and By-Laws of Association

Upon incorporation, the Articles of Incorporation and By-Laws of the Association shall be appended hereto and by this reference are incorporated in and made a part hereto.

Section 2. Severability

If any provisions of this Declaration or the By-Laws of the Association or any section, sentence, clause phrase or word or the application thereof if any circumstance, is held invalid by the judgment or order of any court of general jurisdiction, the validity of the remainder of the Declaration and said By-Laws, and the validity of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby.

Section 3. Title-holding Trust

In the event title to any Parcel is conveyed to a title-holding trust, under the terms of which trust the powers of management, operation and construction of said parcel remain vested in the trust beneficiary or beneficiaries thereunder, said beneficiaries shall be deemed the owner or Owners of said Parcel and subject to all of the terms and provisions of this Declaration and the by-Laws of the Association. No claims shall be assessed against any such title-holding trustee personally for payment of any entering membership feel, assessment, lien or other charge created by this Declarationor said By-Laws, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such entering membership feel, assessment, lien or other charge, provided, however, the amount of such entering membership feel, assessment, lien or the charge shall continue to be a charge and lien upon each Parcel conveyed to said title-holding trust, and the joint or several personal obligation of the beneficiaries of said trust at the time any entering membership feel, assessment, lien or other charge with the respect to any such Parcel became due and payable, notwithstanding any transfers of the beneficial interest of said

trust, or any transfers of title to any such Parcel.

Section 4. Notice of Sale, Lease or Mortgage

In the event an Owner sells, leases, mortgages, or "executes a contract for deed" of the Owner's property, the Owner will be required to give to the Association in writing the name of the purchaser, lessee or mortgagee of the property.

Section 5. Rights of Declarant - Indemnification

For such time as the Declarant or assigns shall hold Class "II" votes, or has interest in any portion of the property described in Article II, Section 2, the Association shall not oppose the development activities thereon, and the Association shall indemnify Declarant against any and all expenses, including reasonable legal fees imposed upon the Declarant in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding) to which he may be made a party, if such action or suit is brought by any member or group of members. Any such member or members who shall have a grievance of any kind or nature against the Declarant in respect to the properties or the development thereof, shall file such grievance in writing with the Association.

a) Hearing - If the Board determines the grievance to be a matter of sufficient substance it shall give not less than a ten (10) day written notice to Declarant, outlining the nature of the grievance and the name or names of the member or members who have filed such grievance, and establishing the time and date of a hearing to be conducted by the Board, in executive session, with each of the grieved parties in attendance.

b) Professionals Appointed - If the parties fail to mutually agree upon a solution of the matter, the Board upon behalf of such member or members, and the Declarant shall each select a professional as their respective representatives to analyze the area or areas of contention and to make recommendations at a subsequent hearing in executive session, upon no less than ten (10) days written notice.

c) Arbitration - If the professionals are unable tor esolve the matter, it shall then be submitted to the American Arbitration Association for settlement, whcih determination shall be come final and binding upon the parties.

d) Protection of Values - The provisions of this Section 5 are for the benefit of the Declarant and all Owner and Members as a vital means of avoiding adverse publicity, association with legal action, and court proceedings which can diminish sale and resale values of all lots and homes within the properties.

Section 6. Amendments

The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Class "I" and "II" votes. Any amendment must be properly recorded in the public records of Sangamon

County, Illinois.

Section 7. Duration

The covenants and restriction of this Declaration shall run and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which tiem they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any such period the covenant and restirctions are expressly terminated by an instrument signed by owners of not less than seventy-five (75%) percent of the Lots. A termination must be approved by a Resolution of the City Council of the City of Springfield, Illinois and be recorded in order to become effective.

IN WITNESS WHEREOF, the undersigned Declarant and Owner has caused this instrument to be executed this 15th day of November, A.D., 1994

Kathleen T. Kaesebier, Inc.
Declarant herein
Tallgrass Development, Inc.

SANGAMON COUNTY
ILLINOIS

94-45658

94 NOV 15 PM 4:02

Mary Ann Lamme
RECORDER

RTN:
Kathy T. Kaesebier
316 Kennedy Rd.
Elkhart, IL 62634

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