

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**NEYLON FARMS HOMEOWNERS' ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made as of the date on the signature page hereof by MTS Housing, LLC, an Illinois Limited Liability Company (the "Present Owner" or "Declarant").

WHEREAS, Present Owner is the owner of real estate described as follows (the "Property"):

Neylon Farms Subdivision being a subdivision of part of the Southwest Quarter of the Southwest Quarter of Section 8 in Township 1 South of the Base Line, Range 3 West of the Fourth Principal Meridian, Brown County, Illinois.

WHEREAS, Present Owner proposes to develop the Property into a residential subdivision to be known as the NEYLON FARMS, Phase I (the "Subdivision") and for purposes thereof to impose this Declaration upon all of the Property consisting of 24 lots (the "Lots") for its own benefit and for the benefit of all future owners of the Lots (the "Owners"); and

WHEREAS, the Present Owner intends that this Declaration shall constitute covenants running with the land and that all present and all future successive Owners of the Property and/or Lots described herein shall have the right to invoke and enforce the same for the benefit of all other Owners;

NOW, THEREFORE, Declarant, does hereby impose the following covenants, conditions, and restrictions contained herein on all of the Property and Lots referred to herein and any improvements now or thereafter located thereon. Said Lots and Property shall be held, sold, and conveyed subject to these covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and the Subdivision as well as said Lots and all improvements now or hereafter located thereon. These covenants, conditions, and restrictions shall be considered covenants running with the land whether or not the same are mentioned in subsequent conveyances and shall be binding upon the Present Owner and its successors in title to the Property and Lots and are as follows:

1. Land Use and Building Type

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling

not to exceed two stories in height, excluding basement or foundation, and a garage for not less than two cars, which shall be attached to the residence.

2. Building Location

All Lots shall have twenty-five (25) feet minimum building setback lines from the street property line and thirty (30) feet minimum building setback from the rear property line and eight (8) feet from the side Lot lines.

3. Building Size

No one-story residence shall be permitted on any Lot of less than 1300 ft. on the first floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements, and no two-story residences shall be permitted on any Lot of less than 1800 ft. with at least 900 ft. on the main floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements. No garage shall be permitted of less than 528 ft.

In the event Lots 1 thru 7, 12 , 25 or 26, individually, or any two adjoining Lots together are purchased by one buyer for the purpose of building one residence thereon, the square footage for any one story residence thereon shall not be less than 1600 ft. on the first floor exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements and, for any two-story residence thereon, not less than 2200 ft. with at least 1100 ft. on the main floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements. No garage shall be permitted thereon of less than 528 ft.

4. Diligence in Construction for Occupancy

The work or construction of any residence on a Lot shall be prosecuted diligently and continuously from the time of commencement until the exterior structure shall be fully completed and the interior construction is substantially completed and no such residence shall be occupied during the course of the original exterior construction or until made to comply with the restrictions and conditions set forth as follows: excluding the basement, all walls and ceilings must be finished, all kitchen and bathrooms finished with cabinets and countertops, and all areas finished with the final floor coverings. All driveways and adjoining walkways to a house also must be completed. However, if the residence is otherwise ready for occupancy, an Owner may request from the Architectural Control Committee, as a result of delays caused by weather or other conditions beyond Owner's control, up to an additional ninety (90) days to complete such driveway and adjoining walkways and, if such uncompleted work is finished within the extended time, Owner will not be in violation hereof. No excavation except as necessary for the construction of improvement shall be permitted. Construction of all residences shall be commenced within one (1) year from the date the Lot is purchased and construction shall be completed within two (2) years after Owner purchases the Lot from the Declarant, unless delay beyond that time is due to events of force majeure. Declarant has an unconditional right to buy back any unimproved Lot from its Owner for 75% of the original purchase price if Owner or any transferee therefrom does not begin construction of a home on such Owner's Lot within one year of the Lot being sold by Declarant to Owner.

5. Materials and Approval of Plans

All home building plans and exterior building materials must be approved by the Association's Architectural Control Committee prior to the construction of any residence. At

least 25% of the front of the residence including the garage of each residence (excluding windows and doors) must be either brick, stone, imitation brick/stone, siding products with accented designed patterns (inclusive of Vinyl products), or a combination thereof. The remaining portion of exterior walls of any residence shall be materials of similar quality or standards. All residences shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any Lot. An Architectural Control Committee has been established hereby for purposes of approving all building plans and exterior building materials before construction thereof begins.

#### 6. Type of Structures

All home building plans and exterior building materials must be approved by the Association's Architectural Control Committee before construction of any structure begins. Custom stick-built homes are the preferred method of construction.

All homes, with the exception of the garage, must be placed over a basement, a crawlspace foundation, or a combination thereof. Any crawlspace must: be accessible from the inside of the home, have a height of not less than three (3) feet, contain perforated drain tile around its inside perimeter draining into a sump well with an adequate sump pump, the floor covered by a minimum 6 mil plastic, the interior walls insulated with a hard board insulation material of at least R-15 insulation value, and the ambient temperature controlled to prevent excess moisture that may cause mold.

Home structures may be modular construction, but, regardless thereof must, still conform to these restrictions and covenants, including having building materials that are of like kind and quality as a stick built home, as provided in Section 5. In addition, the home must look similar to a stick built home upon completion. The plans for these houses must also be approved by the Architectural Control Committee.

#### 7. Fences and Walls

No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum setback line shown on the recorded Subdivision plat and no fence or wall shall exceed 6 feet in height. In addition, no fence or wall shall be placed or erected on a Lot, until after a residence has been constructed and fully completed on the Lot. A see-through fence must be of a decorative nature such as black rod iron. No chain-link fences shall be allowed on the lot. A pictorial chart illustrating more clearly the specific types of fences and walls allowed is attached hereto as Exhibit A . The installation of any fence or wall shall not interfere with the natural flow of water across any Lot or with the storm water drainage for the Subdivision.

#### 8. Business or Commercial Operations

A. Standards of operation of a home business include: A home business shall only be allowed to be maintained and operated on a Lot and within a residence if the following conditions are met: (a) the occupational use shall occupy no more than 25% of the ground floor area of the residence including an attached garage except in the case of a home day care to which this limitation will not apply; (b) only one unilluminated home occupation sign not to exceed two square feet is permitted; (c) all activities shall be carried on indoors excluding at home day care; (d) once a residence is constructed, no structural additions, enlargements or

exterior alterations are permitted that would change the residential character of the dwelling in order to accommodate any business use; (e) no display of products shall be visible from the street; and [(f) no open storage of construction materials or contractors equipment is allowed.

B. Permitted home businesses: Permitted home businesses on any Lot may include, but are not limited to, the following: (a) a solo professional such as an engineer, planner, architect, accountant or attorney; (b) Dressmakers, seamstresses or tailors; (c) music, dancing and other teachers or tutors, provided the instruction is limited to one (1) pupil at a time; (d) beauty, barber, masseuse or manicure services having not more than one (1) operator; (e) real estate related or insurance services; (f) photography studio devoted to the photography of individuals or small groups; (g) artists, composers and authors; and (h) at home day care.

C. Home businesses not permitted: Home businesses which are not allowed to be conducted on any Lot include: (a) automobile, truck or vehicle repair; (b) rental business; (c) stables, kennels or dog grooming; (d) eating or drinking or gaming establishments; (e) tourist homes, AIRBNB or VRBO or other short term rentals; (f) chiropractors, physical therapist, dentists, medical doctors, veterinarians and animal hospitals; (g) mortuaries and embalming establishments; and (h) private clubs, including fraternity and sorority houses.

#### 9. Nuisance and Lot Maintenance

No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. An Owner or Owners of each and every Lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed. In addition, each and every lot shall be maintained in a presentable condition. No discharging of a firearm shall be permitted on any Lot. No building equipment or building materials may be left on a Lot that is not being used in the ongoing construction of the home. Any Lot that is not kept to these standards –may be maintained by the Association with all costs incurred by the Association related thereto being charged back to the Lot's Owner.

#### 10. Easements for Utilities and Ingress and Egress.

Easements for the installation and maintenance of utilities such as water, gas, electric, and fiber cables are reserved as shown on the plat. Within these easements, no structure shall be placed or permitted. The easement area of each Lot, and all improvements thereon, shall be maintained continuously by Owner of the Lot, except for improvements for which a public authority or utility company is responsible. Declarant reserves to itself easements over the portions of the property described on Exhibit B attached hereto, for the purpose of providing means of ingress and egress and for utilities for the benefit of the Additional Property.

#### 11. Other Structures

No outbuilding, shed, or other structure shall exceed 400 square feet; all thereof shall be constructed or placed on a permanent slab or foundation on the Lot and shall be constructed using the same exterior building materials and characteristics as are used in constructing the home. However, notwithstanding the foregoing, no pool house and/or gazebo shall exceed 150 square feet in size and, the former, i.e. a pool house, can only be constructed, placed, or erected on any Lot on which an inground pool is located. No structure of a temporary character, trailer, tent, shack, barn, or outbuilding shall be used on any Lot at any time for a residence, either permanently or temporarily. Any outbuildings, sheds, pool house, or gazabo permitted by

this paragraph shall nonetheless be approved by the Association's Architectural Control Committee before being constructed.

#### 12. Signs

No sign of any kind shall be displayed to public view on any Lot except: one professional sign of not more than two (2) square foot, or one sign of not more than six (6) square feet advertising the Lot or residence for sale or [rent]. In addition, a sign used by a builder during the construction and sales period or by a contractor, thereafter, in repairing, renovating, or replacing a part of the residence is permitted during the times the work is being done.

#### 13. Satellite dishes

Any satellite dish or disc installed on a Lot must be placed behind the front building setback line. No dish or disc can be greater than 24 inches in diameter. A dish or disc may be placed or installed on the roof of a residence, but if so, it shall not be visible from the street.

#### 14. Vegetable gardens

No commercial vegetable gardens will be permitted within the Subdivision. Only private use gardens are permitted and must be placed behind the home.

#### 15. Garbage and Refuse

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such trash and garbage shall be kept in sanitary containers. All containers for the storage or disposal of such material shall be kept in a clean and sanitary manner. All containers must have lid covers, be kept inside, or out of view from the front of the residence at all times other than the day on which pickup is scheduled when they may be placed curbside.

#### 16. Permitted Vehicles

No Lot or street within the Subdivision shall be used for commercial or private repair of any vehicle other than the temporary repairs to vehicles owned by the owner; provided, however, that the same can be completed within two days. No wrecked, junked, disabled, or non-usable vehicle shall remain on any Lot or on any street within the Subdivision for more than two days. No large commercial work vehicles such as semi-trucks, tandems, boom lift trucks, or panel trucks and vans shall be allowed on city streets or private driveways. Decaded and magnetic signed vehicles on noncommercial type cars and trucks are permissible. No boats, trailers or campers of any kind shall be stored or kept outside on any Lot, driveway or street, except for on a short-term basis, not exceeding forty-eight (48) hours during which time they may be kept or located on a Lot, driveway or street.

#### 17. Swimming Pools and Clothes Lines

All swimming pools, inground or above ground, shall be enclosed by a sight proof fence that comports with the fences allowed under Section 7. No permanent clothes line poles may be installed on a Lot.

#### 18. Restrictions on Builders or Contractors

All home building plans and exterior building materials must be approved by the Association's Architectural Control Committee prior to the construction of any structure. All of the residences on the Lots must be constructed under the direct supervision of the Present Owner, or a successor or assign. No general contractors or builders, including, without

limitation, any Owners are authorized or permitted to construct a residence on any Lot or to directly supervise such construction without written agreement or authorization from the Association's Architectural Control Committee.

19. Occupancy and Rental of Residence. All residences within the Subdivision are to be used as single family residences and are to be occupied by an Owner and members of his immediate family. The short term rental of any residence is prohibited. Notwithstanding this ongoing prohibition, an Owner may lease his residence to a third party, as long as the lease term is not less than six (6) consecutive months in duration. All tenants shall be bound by the terms and provisions of this Declaration, as if an Owner, during the time they are in possession of a residence within the Subdivision.

20. The Homeowners Association.

A. Creation and Application. Under the laws of the State of Illinois, a not-for-profit corporation, herein to be known as the Neylon Farms Homeowners Association, Inc. ("Association"), has been created to serve the purposes listed in subsection B hereof. Every person who acquires and holds title (legal or equitable) to any Lot in the Subdivision shall automatically be a member of the Association ("Member"), except that only one of any number of co-owners of a Lot shall be a Member for purposes of voting on any matters required or authorized by the Bylaws ("Voting Member"). Such membership shall terminate upon the sale or other disposition by such Member of his Lot at which time the new Owner of the Lot will become a Member of the Association. The foregoing provisions requiring Owners of Lots within the Subdivision to be Members of the Association is not intended to apply to those persons who hold an interest in such Lot merely as security for the performance of an obligation to pay money (e. g. mortgages and land contract vendors). However, if such person should realize upon such person's security and become an Owner of a Lot within the Subdivision, that person will then be subject to all of the requirements and limitations imposed herein on Owners of Lots within the Subdivision and on Members of the Association, including, but not limited to, the provisions with respect to the payment of an annual charge/assessment. In the event title to a Lot is held by a land trust, the beneficiaries thereof, and not the trustee, shall be a Member of Members of the Association. A tenant shall not be a Member but is subject to the terms of this Declaration and must comply therewith during the time the tenant occupies a residence within the Subdivision.

B. The General Purposes of the Association are:

1. To provide for the maintenance, repair and replacement of the common area of the Subdivision as recorded on the relevant plats filed with the Recorder/Clerk's Office, including, but not limited to, the monument entrance sign(s), the detention area/basin, the Association's street lights and landscaping or plantings in any common areas or landscape easements as shown on the relevant plat or within the public streets traversing the Subdivision.

2. To enforce the Subdivision covenants in a way that protects each Owner's investment in his Lot and promotes the welfare of the Subdivision in its entirety.

3. To provide such other services to Members within the Subdivision for the general benefits of Members, as the Association shall determine from time to time. The costs incurred on behalf of the Association to fulfill the Association's general purposes as outlined herein shall be shared by the Owners consistent with the terms and conditions of this Declaration and the Bylaws.

C. Powers of and Changes by the Association

1. The administration of the Association and the Property shall be in accordance with this Declaration and the Bylaws. The Association shall have all of the powers set forth herein or in its Articles of Incorporation or Bylaws, together with all other powers that belong to it by law, as well as the power to levy an annual charge or special charge or charges against the Members of the Association. In each membership class, i.e. voting or non-voting, the annual charge shall be uniform. Special charges shall relate only to the individual Lots. The charges shall be used only for services, items or matters benefiting the membership class. It is recognized that general services shall apply to the entire Subdivision. The charges are imposed irrespective of whether or not a Member has constructed a residence on his Lot.

No charge shall be levied against the Association itself, or any corporation that may be created to provide services to the Subdivision. Further, the charges and fees, as established by the Association, shall be assessed against the Present Owner as to any unimproved and unsold Lots. The annual charge for all Owners shall be established by the Association as provided in the Bylaws and shall be used for general services, items or matters and other related services as set forth in subsection B above. The rights of Members of the Association shall be set forth in the Bylaws.

2. Every such charge levied or assessed by the Association shall be paid by the Members in accordance with the Bylaws commencing with the year 2021. The Board of Directors of the Association shall, by December 1 each year, beginning in 2021, prepare an annual budget which will include the amount of the annual charge per Member for the following year. Once prepared, the budget and the annual charge shall be delivered to the Members, who shall approve the same at a meeting to be held, at the call of the Board of Directors, prior to December 25 of each year. Notice of such meeting shall be given to each Member not less than seven (7) days prior to the meeting. The Association shall provide for the manner and method by which such annual charge shall be paid by Members.

3. If any charge levied or assessed against any Lot shall not be paid when due, it shall then, *ipso facto*, become a lien upon the Lot or Lots owned by Member owing such charge or charges, and shall remain a lien against such Lots until paid in full, together with the interest as is herein provided and such other charges or costs which might become due as a result of nonpayment, as it is hereinafter provided. Such charges as are provided for herein shall bear interest at the judgment interest rate established by the State of Illinois, being 9%, from the date the charge or charges are due until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for any unreasonably long period of time, then the Board of Directors may, on behalf of the Association, file in the Recorder's/Clerk's Office a lien against the applicable Lot or Lots, and, thereafter, institute such proceedings, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said charge or charges in any court of competent jurisdiction

or in any other manner allowed by law. The Owner of the Lot or Lots subject to the charge or charges shall, in addition to the amount of the charge or charges as at the time such action is instituted, be obligated to pay any expenses or costs, including reasonable attorney fees, incurred by the Association in collecting the unpaid charge or charges. Every person who shall become an Owner of any Lot whether such ownership be legal or equitable, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said Lot or Lots at the time of the acquisition of such interest or valid liens and shall be paid. Every person who shall become an Owner of a Lot in the Subdivision is hereby notified that by acquiring title to such Lot, such person will be conclusively held to have covenanted to pay the Association all charges that the Association assesses pursuant hereto.

4. The Association shall, upon request, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified Lot have been paid or that certain assessments against said Lot remain unpaid, as the case may be. A reasonable fee may be assessed by the Board of Directors of the Association for the issuance of the certificates. Such certificate shall be conclusive evidence of the payment or non-payment of any assessment charged to the Lot or Owner thereof as is set forth in the certificate.

D. Suspension of Voting Rights. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights (if any) of the Voting Member: 1) for any period during which any charge due from such a Member remains unpaid; and 2) during the period of any continued violation of the covenants, restrictions and Bylaws for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors, notice thereof given to the Voting Member and the violation not having been cured within thirty (30) days of such notice.

E. Enforcement of Covenants. The Association shall have all of the powers set forth herein or in its Articles of Incorporation or Bylaws together with all other powers that belong to it by law. The Board of Directors of the Association shall have the responsibility of enforcing all violations of the restrictive covenants of the Subdivision which are brought before it. Any Member of the Association in compliance with all of his membership obligations, or a member of the Board of Directors may bring a perceived covenant violation before the Association. All requests for consideration of a violation must be submitted in writing and addressed to the President of the Association. If the President determines that an Owner is in violation of a covenant, the President will give written notice to the Member and the Member will have thirty (30) days or an appropriate timeframe as determined by the President to correct the violation.

If the Member disputes the violation or fails to correct the violation in the predetermined timeframe, the violation or objection shall be brought before the Board of Directors of the Association. If a simple majority of the Board determines, after giving due hearing to Owner, that the Owner is, in fact, in violation and/or has a recommendation that would make Owner compliant, the President will notify the Member in writing of the Association's decision. The Member shall then have thirty (30) day to comply with the Association's request. In the event the Owner does not correct the violation in the determined timeframe, all such Member's membership rights will be suspended until such violation is perfected.



Enforcement of these restrictions and covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. An enforcement action or proceeding can be brought by either the Association, the Present Owner, one or more Owners or any other party for which the benefits of these restrictions inure. The prevailing party in such proceeding shall be entitled to recover all reasonable attorney's fees and costs incurred in connection with such proceeding. However, neither the Present Owner nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any of these restrictions.

## 21. Architectural Control Committee

A. Designation of Members. The Board of Directors of the Association shall also serve as the members of the Architectural Control Committee (the "Architectural Control Committee") whose power and scope of authority are herein set forth.

B. General Powers. No residence, building structure or improvements of any type or kind may be constructed or placed on any Lot in the Subdivision until the construction plans and specifications and a plan showing the location thereof have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony and external design with existing structures, compliance with this Declaration, and as to the location with respect to topography and finished grade elevation. It is intended that the Architectural Control Committee, then considering approval of plans and specifications, may consider reasonable factors beyond those set forth in this Declaration appropriate to the overall development of the Subdivision.

C. Power to Grant Variances. The Architectural Control Committee may allow reasonable variations or adjustments from the restrictions set forth herein when literal application would result in unnecessary hardship; provided, however, that any such variance or adjustment must be granted in conformity with the general intent and purpose of the restrictions herein and, also, that the granting of a variance or adjustment must not be materially detrimental or injurious to other Lots in the Subdivision.

D. Procedures. The approval or disapproval of the Architectural Control Committee, as required in this subsection, shall be in writing and shall be delivered to an Owner within thirty (30) days after all required information relative thereto shall have been submitted to the Architectural Control Committee. In order to have a sufficient basis for considering and acting upon a request, the following information shall be provided or furnished to the Architectural Control Committee for its consideration:

1. Architectural plans for the residence or buildings;
2. A site plan showing the location and design of the residence, the garage, the driveways and driveway access to streets;
3. A grading and planting plan showing proposed landscaping, including walls and fences, if any;

4. A description of the exterior building materials to be used in constructing the residence and any other improvements to the Lot; and

5. Any other information required or requested by the Architectural Control Committee in order to ensure compliance with this Declaration and the covenants contained herein.

The Architectural Control Committee shall give approval or disapproval of any plan within thirty (30) days from the date the foregoing is submitted to it. The Architectural Control Committee may waive or forego any of the foregoing submissions, at its discretion, on a case by case basis. Acceptance or disapproval by the Architectural Control Committee shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove said plans within said time limits, such approval shall not be required; provided, however, that it shall be the duty of the Owner submitting such plans to ascertain from the Architectural Control Committee whether such plans have been approved or disapproved within such time limit.

## 22. Terms: Amendments

The restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming through them for a period of thirty (30) years from the date this restrictions and covenants are recorded and shall be automatically extended for successive periods often (10) years; provided, however, that the restrictions and rights set forth in Section 4 shall automatically expire with respect to each Lot ten (10) years after the initial conveyance thereof from Declarant to Owner. These restrictions and covenants shall continue and remain unaltered unless Declarant, at any time before eighty percent (80%) of the Lots are sold by Declarant and, thereafter, a majority of Owners of the Lots, signs and records an instrument or amendment that terminates, changes or amends these restrictions and covenants, in whole or in part. In determining the "then Owners of the Lots" or a "majority of Owners of the Lots", each individual Lot shall have a single right or vote.

For the avoidance of doubt, until Declarant sells eighty percent (80%) of the Lots, only Declarant can make, change, terminate or amend these covenants and restrictions. However, after Declarant has sold eighty percent (80%) of the Lots, then a majority of the Lot Owners can terminate, change or amend these restrictions as long as, in either case, a modification, amendment or termination is executed and recorded effecting the same.

## 23. Severability

The invalidation of any one or more of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

## 24. Ejector Pump's and Sump Pumps

In the event a residence with a basement is placed on a Lot that does not have adequate elevation for a basement drain to flow directly into the city sanitary sewer system, the basement must be equipped with an ejector sewage pump which properly pumps sewage waste into the homes waste line so that it is discharged into the city sewer system.

## 25. Water drainage areas

An easement or right away to install, establish, construct, reconstruct, operate and maintain certain water drainage areas in the subdivision (the "water drainage area") for the benefit of the Lots has been retained as shown on the plat (the same being marked thereon as easements). By means of these restrictions and covenants, the obligation to operate, repair, maintain, and reconstruct the water drainage areas, following the construction thereof by the Present Owner, shall transfer to the respective Owners of the Lots on which the water drainage areas sit who, jointly and severally, assume hereby and are responsible for, such use, reconstruction, operation, repair, and maintenance. All responsibility shall lie with the then current Owners of the Lots regardless of whether or not the responsibility or obligation arose prior to or subsequent to any such Owner or Owners acquiring an interest in the Lots. In fulfilling this obligation, the following standards of maintenance and upkeep shall be observed and followed at all times: a) the water drainage area shall be landscaped with trees acceptable for such area; b) the water drainage area shall be sewn over in native grasses and shall be mowed, cut and or trimmed as often as necessary to maintain a neat and clean appearance; c) the water drainage area shall not be allowed to grow over in weeds or in any unsightly or unkempt manner. The cost of operating, repairing, reconstructing, and maintaining the water drainage area shall be born equally by all Owners of the Lots on which each water drainage area sits. The Association may levy a special assessment or an additional annual charge on such Lot Owners to recover such costs.

#### 26. Water retention areas

An easement or right of way to install, establish, construct, reconstruct, operate, and maintain certain water retention ponds, lakes, or basins in the Subdivision (the water retention areas") for the benefit of the Lots may be retained as part of later phases of the Subdivision, if any, and may be developed as part of this or later phases of the development of the Subdivision, if any. The responsibility to operate, repair, maintain and reconstruct the water retention area divides into two general types of responsibilities. The first type is the responsibility of the Owner of Lots in which the water retention area sits. These responsibilities are as follows: [a) the water retention areas shall be landscaped with trees acceptable for such areas;] b) the water retention areas shall be sewn over in native grasses and shall be mowed, cut and or trimmed as often as necessary to maintain a neat and clean appearance; c) the water retention areas shall not be allowed to grow over in weeds or in any unsightly or unkempt manner. All other responsibilities other than a, b, and c shall be those of the Association which, as such will, be obligated to perform the second type of responsibilities which include all other operating, repairing, reconstructing, and maintaining of each water retention area. For avoidance of doubt, the cost of the second type of responsibility shall be divided and borne equally by all Owners and shall be part of the annual charges for which Owners are assessed. The charges to carry out the first responsibilities shall be that of the Lot Owners in which the water retention area sits. Such charges shall be recovered by the Association from such Owners by means of a special charge or additional annual charge levied thereon by the Association.

Should a dispute arise as to maintenance or repair of a water retention area, a simple majority of the affected Owners shall control. In the event an affected Owner does not comply with the majority, or in the event there is no majority, then the affected Owners may present their dispute to the Board of Directors of the Association. The decision of the Board of Directors shall control. The Board of Directors shall have the authority to make special assessments to non-complying Owners as needed, to enforce its decision.

27. Sight distances at intersections

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines in a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

28. Animals

No livestock, wild animals, horses, or poultry of any kind shall be raised, bred, or kept on any Lot for any purpose. Domestic animals shall be limited to two dogs and two cats which shall be confined at all times in the house, garage, basement, or confined by a fence (including an in ground electrical fence), kennel, or chain to the rear of the house. No pitbull breed of dog is permitted in the Subdivision.

29. Dirt

Any excess dirt from any Lot shall be relocated at Lot Owner's expense outside of the Subdivision or, if available, to a location inside the Subdivision as determined by the Association.

30. Solar Panels

All solar panels or geothermal systems must be installed by a professional company in the business of solar panel or geothermal installation as the case may be. Panels must be installed on the roof at the back of the home. Panels cannot be installed in any area that is visible from the front of the home. A solar panel or geothermal plan along with professional drawings must be approved by the Association's Architectural Control Committee prior to any installation.

31. Landscaping

An Owner's initial landscaping of his Lot shall be substantially completed within one (1) year of occupancy.

32. Subdividing Lots

No subdividing of Lots shall be permitted.

33. Boundary Markers Must Be Preserved

Property owners shall preserve and protect all lot and boundary markers. Where work is performed which removes such markers, the markers shall be properly replaced.

34. Additional Property.

A. Option to Expand. This Subdivision, as planned and envisioned by Declarant, is intended to be expandable. Therefore, Declarant reserves the right, at Declarant's exclusive option, to expand the Subdivision by submitting all or a portion, as provided below, of the Additional Property to the Subdivision. Except as otherwise provided in this Section, there are

no limitations on the exercise of said option, including, but not limited to, no limitation requiring the consent of any Owners or the Association. Nevertheless, said option shall expire ten (10) years after this Declaration is filed for record. There are no circumstances under which said option will terminate prior to the expiration of the above-described time limit, except that Declarant may elect at any time to terminate said option by filing a written termination or wavier thereof in the Recorder's/Clerk's Office.

B. Additional Property. All or a portion of the Additional Property, as described in Exhibit C, may be added to the Property in connection with the complete development of the Subdivision. Different portions of the Additional Property may be added to the Subdivision at different times, in phases, so that the entire contemplated development may proceed in an orderly fashion. However, Declarant is under no legal obligation or duty to add any of such Additional Property to the Subdivision and may add or decline to add any such portion of the Additional Property within the unrestricted and uncontrolled discretion of Declarant.

C. Improvements to Additional Property. With respect to improvements, other than structures, to any portion of any of the Additional Property to be added to the Property, Declarant reserves the right to make such improvements as Declarant deems necessary, if any, in order for such Additional Property to be part of the Subdivision.

D. Drawings: Compatibility. With respect to all residences to be constructed on any portion of the Additional Property, all such residences are intended to be constructed in accordance with this Declaration. Anything in the foregoing to the contrary notwithstanding, the limitations applicable to such residence that may be built on the Additional Property shall be the same as provided herein. However, Declarant reserves the right to make such changes in this Declaration as Declarant may determine, in the sole discretion of Declarant, without restriction or qualification as to all or any part of the Additional Property. To effect such changes, an amendment to this Declaration, executed solely by Declarant, at its discretion, shall be executed and recorded by Declarant.

E. Costs Relating to Additional Property. Unless and until all or part of the Additional Property is added to the Property, Declarant shall be responsible for all expenses incurred that relate solely to the Additional Property, which include, without limitation, property taxes assessments, insurance, and maintenance.

F. Amendment. All or part of the Additional Property may be added to the Property by Declarant filing an amendment hereto. Thereupon, all such Additional Property added hereto shall become part of the Subdivision and subject to all the terms and conditions of this Declaration.

