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SANGAMON COUNTY
ILLINOIS

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REC FEE: 27.00
REC REST FEE: 4.00
GIS FEE: 9.00
GIS REST FEE: 1.00
RHSP FEE: 10.00
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TOTAL: \$51.00
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MARY ANN LAMM
SANGAMON COUNTY RECORDER

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OLD TIPTON ESTATES**

This Declaration of Covenants, Conditions and Restrictions for OLD TIPTON ESTATES is made this 13TH day of FEBRUARY, 2006, by LUKER-CARTER, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of the following described real property located in the Village of Sherman, Sangamon County, Illinois:

OLD TIPTON ESTATES

and desires to create thereon a subdivision with permanent common areas for the benefit of said subdivision; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Subdivision and for the maintenance of common areas and to this end, desires to subject the real property herein described to the covenants, 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 the efficient preservation of the values and amenities in said community, to create an association 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; and

WHEREAS, Declarant has incorporated under the laws of the State of Illinois, as a not-for-profit corporation, the Old Tipton Estates Homeowners Association, Inc. for the purpose of exercising the function aforesaid;

NOW, THEREFORE, Declarant hereby declares that the real property described herein 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.

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ARTICLE I
Definitions

A. **“Association”** shall mean and refer to Old Tipton Estates Homeowners Association, Inc., an Illinois not for profit corporation, its successors and assigns.

B. **“Properties”** shall mean and refer to the real property described as Old Tipton Estates and any other area or lots whose owner is subjected to the requirement of membership in the Association.

C. **“Common Areas”** shall mean and refer to all real and personal property, facilities and improvements now or hereafter owned by the Association for the common use and enjoyment of the Owners.

D. **“Lot”** shall mean and refer to a portion of the property intended for independent ownership and use as may be set out in the Declaration and as shall be shown on the Subdivision Plat recorded as Document Number _____, Sangamon County, Illinois.

E. **“Owner”** shall mean and refer to the record owner from time to time, 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 acquired 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 purposes of resale to an Owner or for the purpose of construction 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.

J. **“Easements”** shall mean the easements shown on the plats of Old Tipton Estates, and such other easements as may be granted to or by Developer and/or the Association.

K. **“Single Family Lots”** shall have the meaning referred to in Article VIII, Section 1.

L. **“Committee”** means the Architectural Control Committee.

ARTICLE II
Property Subject to this Declaration and Additions Thereto

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 Village of Sherman, Sangamon County, Illinois, known as Old Tipton Estates. Developer may subject additional property to the terms of this Declaration from time to time at Developer's discretion by written instrument referring hereto.

ARTICLE III
Administration and Operation of the Association

Board of Directors. The Board shall adopt such By-Laws as it may from time to time deem advisable in carrying out its duties and responsibilities hereunder. The Board shall have all powers for the conduct of the affairs of the Association which are enabled by law or the "Governing Documents", including the By-Laws and this Declaration, 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 provisions of Article IV.

B. Rule Making. To establish, modify and enforce rules and regulations for the use of the Properties as provided herein.

C. Assessments. To fix, levy and collect assessments as provided in Article VI.

D. Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article IV.

E. Employment of Agents. To employ, enter into, contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association.

F. Enforcement of Governing Documents. To perform acts, as may be reasonably necessary 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. Retention Ponds. To operate, keep and maintain any and all surface water drainage facilities, drainage swales, and retention ponds in good condition, order and repair and in accordance with all applicable laws and regulations.

ARTICLE IV
Common Areas Property Rights

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:

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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 Areas 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 to 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 Association's published rules and regulations for the duration of the infractions, 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 Areas contained within 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 rights of the Association by a majority vote of all of the Members of the Board to borrow money from any person, including the Developer, or any shareholder thereof, for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, or for constructing, 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 Areas 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, options, easements and privileges herein reserved or established for the benefit of Declarant of 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 body, agency, authority or utility for such purpose and subject to such conditions as may be agreed by the Members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved (i) by at least 66 2/3 percent of the votes which the Class "A" Members present or represented by proxy are entitled to cast at a meeting duly called for such purpose, and (ii) by the Class "B" Members of the Association, so long as such membership shall exist.

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.

G. The use by the Association of the Common Area for surface water drainage and retention and all matters related thereto.

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ARTICLE V
Association Membership and Voting Rights

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 a membership and shall be a member 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, votes and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, 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 Single Family Lot.

2. **Voting.** The Association shall have two classes of membership, Class "A" and Class "B", as follows:

A. **Class "A".** Class "A" Members shall be all Owners of a Lot or Lots within Old Tipton Estates with the exception of the Declarant, and any successor of Declarant specifically identified in the deed of conveyance as a Class "B" Member who takes title for the purpose of development and sale. Class "A" Members shall be entitled to one vote for each Single Family Lot. When more than one person holds such interest in any Lot, the vote(s) 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 advice, the Lot's vote(s) shall be suspended in the event more than one person seeks to exercise it. If a Lot is owned by a corporation, condominium association, partnership or trust, such entity shall designate in writing the person authorized to vote in behalf of such entity.

B. **Class "B".** The Class "B" Member shall be the Developer, or its successor as identified in a deed of conveyance as a Class "B" Member who takes title for the purpose of development and sale. The Class "B" Member shall be entitled to four votes for each Lot or Lots within Old Tipton Estates in which it holds the interest required for membership by Section 1, Article III, provided that the Class "B" membership shall cease on the happening of either of the following events, whichever occurs earlier:

- (i) When all lots are sold; or
- (ii) At such time as the Developer voluntarily relinquishes its Class "B" membership rights.

ARTICLE VI
Covenant for Assessments

1. **Purpose of Assessments.** The assessments levied by the Association are for the purpose of promoting the recreation, health, enjoyment, 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, operation, and maintenance of the Common areas, and all surface water drainage facilities, drainage swales and drainage easement areas, detention and retention areas, and other common facilities and areas of common responsibility including but not limited to repair, replacement and additions thereto, and for the cost of labor, insurance, equipment and materials, management and supervision thereof, all as may be authorized from time to time by the Board of Directors.

2. Creation of Lien and Personal Obligations of Assessments. Each Class A Member, acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay and shall pay the Association such fees, assessments and charges as are herein provided and authorized:

A. Annual assessments;

B. Special assessments and/or individual assessments against any particular Lot as shall be established and collected by the Association pursuant to the terms of this Declaration, including but not limited to such reasonable fines as may be imposed herein. All such assessments together with interest thereon, late charges and costs of collection thereof, including reasonable attorneys' fees:

(i) shall be a charge and a continuing lien upon the Lot against which any such assessment is made, subject to foreclosure and the Association shall have the right to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property, and the Association shall have the conclusive power and authority to file in the Office of the Recorder of Deeds of Sangamon County, Illinois a lien or liens against such Lot; and

(ii) shall also be the joint and several personal obligation of each person who was an Owner of said 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 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 any annual or special assessment or individual assessment imposed or levied pursuant to this Article VI by abandonment of his Lot, or by attempted waiver of non-user of the benefits of membership in the Association, or of the Common Areas and facilities.

3. 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 estimated 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 also prepare a proposed assessment to be levied against each Lot for the following year of each Class "A" Member. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one (51%) percent of the total Association membership votes including those votes of the Class "B" Member or Members. 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 effect for the then current year shall continue for the succeeding year. The annual assessment shall be ONE HUNDRED DOLLARS (\$100.00) per Single Family Lot, per Class "A" Member, and the amount of such assessment shall continue until changed as provided above. The Board shall cause a "Notice of Assessment" to be delivered against every Lot so assessed by delivery by U.S. Mail to the last known residence address of each Class "A" Member on or about January 1 of each year.

4. Proration - Entering Member. Any person or entity becoming the initial Class A Member with respect to a Lot, on a date after January 1, shall, for said initial year, pay a reduced annual and special assessment, if any, prorated on the basis of the remaining days in the calendar year after the date of the deed of conveyance to the Lot in issue, which prorated amount shall be due to the Association on the closing on said Lot.

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 or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, and, any for drainage facilities and retention areas, including the necessary equipment related thereto, provided, that any such assessment shall have the assent of two-thirds (2/3) of the votes of the total membership including 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 thirty (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.

6. Individual Assessment. In the event that the need for maintenance or repairs of the Common Area is caused or occurs by or through the willful or negligent act or omission of an Owner, his family, lessees' guests or invitees, or in the event that a Class A Member 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 Control Committee, or as required by the covenants herein, then, the Association, after approval by a vote of 66 2/3% of all members of the Board, shall give such written notice of the Association's intent to provide the required maintenance, repair, replacement or corrective work, at such Member's sole cost and expense. The Member shall have fifteen (15) days within which to complete said maintenance, repair, replacement, or corrective work. If such Member 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 any day, upon said Lot to perform such work. The Association may 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 the Section. The Association shall also have the right to issue individual assessments for sidewalk installation.

7. Exemption from Assessment. The following property subject to this Declaration shall be exempt from all assessments, charges and liens created herein:

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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 Areas 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.

8. Assessments Due Dates. The annual assessment for each Lot shall become due and payable 30 days after the postmark date of the Notice of Assessment. 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 applicable thereto, which shall be open to inspection by any Member upon reasonable notice to the Board.

9. Computation. Annual and special assessments shall be charged equally against each Single Family Lot, except as provided in Section 4 regarding Entering Members.

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 may 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, a lien as herein provided for shall attach to and be a continuing lien upon the Lot against which such assessment shall have been made, and in addition to the assessment, the lien shall include the late charge of ONE HUNDRED DOLLARS (\$100.00) per year of delinquency, interest on the principal amount due at the rate of twenty percent (20%) per annum from the due date of the assessment, all costs of collection, reasonable attorneys' 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. In this case, the Owner will pay the full amount of the assessment for each year delinquent, the filing costs of the lien, the late charge of ONE HUNDRED DOLLARS (\$100.00) per year of delinquency, the interest of twenty percent (20%) per annum from the due date of the assessment, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. 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 against 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 mortgage of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but no limitation, abandonment of the Lot.

11. Subordination of Lien. The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage theretofore of record 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.

12. Estoppel Certificates. The Association shall, upon request of a Member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said Member's Lot, up to a given date or time of conveyance, also certifying as to whether or not there are violations of the governing documents on the Lot as of the date of 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.

ARTICLE VII

Maintenance and Services of the Association

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 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, repair and replacement 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 service for the utility systems, and for any surface water drainage collection facility or detention pond serving the Properties and the improvements situated thereon. With respect to such surface water drainage collection facility or detention pond, the Association shall have the duties specified in the By-Laws of the Association.

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.

3. The Village of Sherman is hereby made a third-party beneficiary of all provisions herein and in the By-Laws of the Association regarding surface water drainage collection facilities and detention ponds, and drainage easement areas it being the intent hereof that the Village of Sherman may, at its sole option, enforce all provisions of this Declaration and the By-Laws of the Association to compel the maintenance and repair of the surface water drainage collection facilities and detention ponds, drainage swales, and drainage easement areas, with standing for such purposes in any court of competent jurisdiction.

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ARTICLE VIII
Restrictive Covenants

1. General Lot Usage. No Lot in Old Tipton Estates shall be used except as a Single Family Lot. "Single-family Lot" shall mean and refer to any Lot of land used or to be used for single-family residential purposes and so designated on the subdivision plat or survey of the Old Tipton Estates which shall be a public record. One-story houses shall be at least 1,800 square feet excluding basement and garage. Two-story houses shall be at least 2,400 square feet excluding basement and garage.

2. Architectural Control Committee.

A. Members. The Architectural Control Committee (the "Committee") is composed of Steve Luker, Joe Carter, Tony Rottinghaus, and Leonard W. Sapp of Springfield, Illinois. The Committee may designate a representative to act for it. In the event of death, resignation or removal of any member of the Committee, the remaining members shall have full authority to designate a successor. None of the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee may only act by majority vote. All Committee decisions shall be in writing. The Developer reserves the right to remove any member of the Committee.

B. Approval of Plans by Architectural Control Committee. No construction, reconstruction, remodeling, alternation or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to size, location, plans and specifications, including all aspects of construction including square footage. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Committee. All plans, including but not limited to plans which include basements, shall state to the Committee's satisfaction, the elevation of top of foundation in relation to back of curb, the foundation elevation shall not exceed 42" above back of curb, how the excavated soil will be handled so as not to interfere with drainage swales or otherwise materially change the grade or elevation of the subject Lot or the drainage of adjacent Lots as compared to the final engineering plans of the Developer. No Lot owner shall cause increased water runoff on neighboring property not specifically authorized by such neighboring Lot owner. The Committee shall be the sole arbiter of such plans and may withhold approval for any reason not limited to square footage or purely aesthetic considerations. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and the requirements of this Section with respect to presentation to and approval by the Committee will be deemed to have been fully complied with. Upon approval IN WRITING, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans.

C. Easements - Utility and Drainage. An Easement over that portion of any Lot designated as "Easement" on the recorded plat of subdivision West is hereby reserved for drainage and the use of public utility companies and others to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or

underground, for the purposes of providing any property in said section with gas, electric, television, telephone, water, sewer or other utility services. Overhead cables, poles and wires for public utilities shall be permitted only on such portion of any Lot designated for public utilities, but all electric and telephone service lines therefrom for any improvements in said subdivision shall be installed and maintained underground. Drainage in such portion so designated as "Easement" shall not be blocked or impaired, either intentionally or by negligent maintenance on any Lot or Lots.

D. Construction. CONSTRUCTION OF A DWELLING MUST COMMENCE WITHIN 24 MONTHS AFTER CLOSING ON THE LOT(S). ALL CONSTRUCTION OF A DWELLING must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year after commencement of construction. The owner of a Lot(s) who fails to commence construction of a dwelling within 24 months of closing, shall be obligated at the Declarant's option, to sell such Lot(s) back to the Declarant at the same price paid by such owner upon the purchase from Declarant, and free and clear of all liens and encumbrances, and in the same condition as at the time that the owner purchased the Lot(s) from Declarant. Closing shall take place within thirty (30) days of the date that Declarant gives the owner written notice that Declarant has elected to buy back the subject Lot(s). No structure shall be occupied for living purposes which is not functionally complete in detail as to the exterior of the structure. All front yards and side yards adjacent to a street shall be sodded as soon as possible, weather permitting, after construction is complete, and in any event, not later than six (6) months after construction is complete. Seeding in lieu of sod is permitted for Lots that have a sprinkler system. INSTALLATION OF CONCRETE SIDEWALKS ALONG THE FRONT OR SIDE OF THE LOT(S) AS REQUIRED BY THE VILLAGE OF SHERMAN SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER OF SAID LOT(S). THE SIDEWALKS MUST CONFORM TO THE SPECIFICATIONS AS SET FORTH BY THE VILLAGE OF SHERMAN AND INSTALLED AS SOON AS WEATHER PERMITS. IF THE BUILDER AND/OR OWNER OF SAID LOT(S) FAILS TO INSTALL THE REQUIRED SIDEWALKS, AND HAS NOT PAID THE DECLARANT FOR FAILURE TO INSTALL THE SIDEWALKS, THEN THE ASSOCIATION SHALL CAUSE THE INSTALLATION OF CONCRETE SIDEWALKS AS REQUIRED BY THE VILLAGE OF SHERMAN AND THE ARCHITECTURAL CONTROL COMMITTEE, WHICH EXPENSE OF SAID SIDEWALK SHALL BE BORNE BY THE LOT OWNER. UPON COMPLETION OF THE SIDEWALK, THE ASSOCIATION SHALL ISSUE A WRITTEN INDIVIDUAL ASSESSMENT TO THE LOT OWNER WHICH ASSESSMENT SHALL BE DUE IN THIRTY (30) DAYS AND IF NOT PAID, THEN SHALL BECOME A LIEN AS PROVIDED IN ARTICLE VI, SECTION 10. No building materials, paint nor building equipment shall be exposed to the public view if occupied as a dwelling.

E. Sump Pump Discharge. Water discharge from sump pumps may be discharged using drain tile to a Common Area location using a buried drain tile or pipe provided that the outlet does not rise above the ground so as to interfere with mowing. No sump pump discharge shall be in a side yard.

F. Lot Contours. No owner of any Lot shall change, or permit to be changed,

