



**"Declaration Of Covenants,
Conditions and Restrictions"
&
"Restrictive Covenant"
&
"Articles of Incorporation"
&
"ByLaws"
&
"Other General Information"
OF
TALLGRASS EAST

"MODIFIED AND COMBINED"**

Modified for ease of use. "Covenants, Conditions and Restrictions" of Tallgrass East and Deerfield were combined with Tallgrass East. Bylaws, Articles of Incorporation, Restricted Covenant and other general information is included in this document for information only. Copies of Originals are available for review. Contact a member of the Board of Directors.

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NOTES:

[] - Reference Amendments to Original Documents

< > - For Information Only and Are Not In The Original Documents
Or Amendments

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TALLGRASS EAST**

THIS DECLARATION, made this 1st day of June, 1987, by Slawson Investment Corporation ("Declarant").

WITNESSETH: That,

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as follows with all in Tallgrass East, Wichita, Sedgwick County, Kansas (the "Addition"); and

Foxrun. Lots 10 through 58, Block 1, Tallgrass East 1st Addition; [Lots added, 2nd Amendment, 03/28/89]

Stoneybrook. Lots 23 through 48, Block 2; and Lots 1 through 19, Block 4, Tallgrass East 1st Addition; [Lots added, 2nd Amendment, 03/28/89]

Lots 1 through 31, Block 1; Lots 1 through 15, Block 2, Tallgrass East 2nd Addition; and [Lots added, 1st Amendment, 04/14/88]

Fieldcrest. Lots 1 through 43, Block 1; Lots 1 through 26, Block 2; Lots 1 through 10, Block 3; Tallgrass East 3rd Addition; and [Lots added, 5th Amendment, 11/23/92]

Deerfield. Lots 1 through 19, Block 1; Lots 1 through 18, Block 2; Tallgrass East 4th Addition; [Lots added, 1st Amendment to Deerfield Declaration of Covenants, Conditions and Restrictions of Deerfield, 09/27/95]

Lots 1 through 19, Block 1; Lots 1 through 16, Block 2; Tallgrass East 6th Addition; [Lots added, 1st Amendment to Deerfield Declaration of Covenants, Conditions and Restrictions of Deerfield, 09/27/95]

Lots 17 through 18, Block 2; Tallgrass East 6th Addition; and [Lots added, 5th Amendment, 11/23/92]

Chapel Pines. Lots 1 through 9, Block 2, Tallgrass East 5th Addition; and [Lots added, 5th Amendment, 11/23/92]

Vinegate. Lots 1 through 38, Block 1, Tallgrass East 5th Addition; and [Lots added, 5th Amendment, 11/23/92]

WHEREAS, it is necessary to establish binding covenants, conditions and restrictions applicable to said property to insure the proper development thereof and adequate maintenance and government of the Common Area and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of said property, except as otherwise provided herein, shall be held and/or conveyed subject to the covenants, conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established Tallgrass East Homeowners' Association, consisting of the owners of the above described lots included within the Addition, (the "Association"); and

WHEREAS, Declarant may, but shall not be required to, convey additional real property to the Association.

NOW THEREFORE, Declarant hereby declares that all of said Addition shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

Association Membership and Voting Rights

Section 1.01. Formation of Association. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Kansas.

Section 1.02. Membership. Membership in the Association shall be mandatory for each owner of a lot. Each of such landowners is hereinafter referred to as an "Owner".

Section 1.03. Definition of Member. "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 1.04. Definition of "Lot". The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat or any replat thereof, provided that where property has been attached or

detached from any Lot, the enlarged Lots and/or the diminished Lots, shall be deemed to be a "Lot"; provided, further, two or more Lots which are combined into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 1.05. Voting Rights. There shall be one (1) vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to six (6) votes for each Lot of which it is the Owner. [Changed by 6th Amendment, 06/30/01]

Section 1.06. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

ARTICLE 2

Property Rights

Section 2.01. Easement in Common Area. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common areas described hereafter (the "Common Area"), and Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, except any current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easements shall not be personal but shall be considered to be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not.

Section 2.02. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of the property subject to this Declaration.

Section 2.03. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "A", "B", "C", "D", "E", utility "F", "H", "K", "L", and Lot 59, Block I as shown on the plat of tennis Tallgrass East and as modified and by Declarant after the date hereof.	Open space; public easements; drainage and buffer zones; clubhouse, courts, swimming pools, other uses permitted by the Tallgrass II Community Unit Plan; and any uses as indicated on the plat of Tallgrass East.
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Reserves A, B, C [Deerfield]	Landscaping, irrigation systems and entry features.
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Reserve D [Deerfield]	Entry features, pedestrian improvements, landscaping, irrigation systems, utilities and wall.
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[Last two Reserves added, 1st Amendment to Deerfield Declaration of Covenants, Conditions and Restrictions of Deerfield, 09/27/95.]

The Common Area may be used by the owners as may be determined by the Association. Recreational facilities, including, but not limited to, grills and fireplaces, playground equipment, and similar items, may be constructed in the Common Area by the Association if done in conformance with the Ordinances of the City of Wichita, Kansas. All members in good standing, their families, and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including the right to place limitations on the number of guests and the right to limit or exclude members, their families, and their guests if the Members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 2.04. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. The

Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Area for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 2.05. Title to the Common Area. Declarant may retain the title to the Common Area until such time as, in the opinion of Declarant, the Association is able to maintain the same; provided however, title shall be conveyed no later than the time Declarant turns over the Association operations to the Association.

ARTICLE 3

Assessments

Section 3.01. Assessments. All of the Lots of the Members of the Association shall be subject to an annual assessment charge to be paid by the respective Owners thereof to the Association annually in advance of the 1st day of January, in each year. The Board of Directors of the Association may permit the annual assessment charge to be paid either annually, semi-annually or quarterly. [Changed by 6th Amendment, 06/30/01]

Section 3.02. Determination of Assessments. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. This sum so determined shall be divided by the total number of Lots, and each Lot shall be assessed an equal amount. Declarant shall not be bound by any assessment under this Article on any lot owned by it until the improvements thereon are ready for occupancy. Should the Board of Directors of the Association (or Declarant prior to turning over the Association) at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Common Area, or in the event of emergencies, the Board of Directors (or Declarant) shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 3.03. Use of Assessment Fund. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association; for planting trees and shrubbery and the care thereof; for expenses

incidental to the proper operation and maintenance of any recreational facilities located within the Common Area, for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining, or operating any community service; for purchase of insurance; for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; or for any other purpose within the purposes for which the Association is incorporated.

Section 3.04. Interest on Delinquent Assessments. All assessment charges which shall remain due and unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of fifteen percent (15%) per annum or at the then Federal prime rate plus 6%, whichever is higher. [Changed by 6th Amendment, 06/30/01]

Section 3.05. Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby a mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or it's agent shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon said parties.

Section 3.06. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any such mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.07. Right of Association to Enforce Payment of Assessment. By the acceptance of title, each Owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges. The Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in

enforcing the Association's rights hereunder. [Changed by 6th Amendment, 06/30/01]

Section 3.08. Maximum Annual Assessment.

- a. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association. [Changed to 10% from 30%, 4th Amendment, 4/23/90]
- b. The annual assessment for any year may be increased to an amount greater than that permitted by Subsection "a" of this Section 3.08 only by an affirmative vote of two-thirds (2/3) of the vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.
- c. The Board of Directors of the Association (the "Board") may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 3.08.
- d. Declarant shall not be bound by any assessment under this Article on any lot owned by it until the improvements thereon are ready for occupancy.

Section 3.09. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including 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 Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

ARTICLE 4

Covenants for Maintenance

Section 4.01. Association Maintenance. The Association shall maintain the Common Area including, but not limited to, the seeding, watering and mowing of the lawns, care of plantings, maintenance of sprinkler system, fences, entry markers and all recreational facilities.

Section 4.02. Cost of Maintenance. The cost of maintenance to be provided above shall become a part of the annual assessment to which the Units are subjected, and, as a part of such annual

assessment or charge, it shall be a lien and obligation of the respective Owners and shall become due and payable in all respects as provided therein.

Section 4.03. Maintenance of Lots and Improvements; Lien. Each Owner shall keep all Lots owned by such Owner and all improvements therein or thereon in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Board of Directors, any Owner fails to perform the duties imposed hereby and such dwelling, patio, driveway or sidewalk becomes unsightly, or dangerous to persons or property, the Association, after approval by the Board and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the property, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior. [Changed by 6th Amendment, 06/30/01]

ARTICLE 5

Architectural Control

Section 5.01. Approval Required - Tallgrass East has been planned and developed as a high-class, integrated planned development. In order to maintain the monetary and aesthetic value of the development and preserve the benefits thereof for all owners, it is necessary that certain restrictions be placed upon each Owner's ability to alter such Owner's lot and dwelling. Accordingly, certain approvals are required as hereinafter set out. No building, fence, wall, or other structure or improvement shall be commenced, erected, or maintained

upon any Lot, nor shall any exterior addition to or change in alteration therein or thereto be made, including any change in exterior color, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to and received by it, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 5.02. Removal and Alteration of Structures; Lien.

- a. If any structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Board of Directors pursuant to the provisions of this Article, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the Board of Directors, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or re-altered, and any Such use shall be terminated, so as to extinguish such violation.

- b. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Board of Directors shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating, (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument,

- saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.
- c. In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate of fifteen percent (15%) per annum or at the then Federal prime rate plus 6%, whichever is higher, shall be fully paid, the Association shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the, lien which has been satisfied. (ii) state the legal description of the property affected, and (iii) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit, and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the preexisting lien has been fully and completely released and discharged. [Changed by 6th Amendment, 06/30/01]
- d. In the event of any transfer, sale, or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above referenced transfer, sale or assignment shall be invalid and unenforceable.

Section 5.03. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Board of Directors, it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure, and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and, as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which the Board of Directors exercises any discretionary or interpretive powers.

Section 5.04. Right of Inspection. The Board of Directors or any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the Board of Directors, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 5.05. No Liability. Neither the Board of Directors, Declarant, the Association, nor any officer, director, member, agent, or employee thereof, shall be liable to any Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article.

ARTICLE 6

General Covenants and Restrictions

Section 6.01. Structures. No previously approved structure shall be used for any purpose other than that for which it was originally designed;

Section 6.02. Division of Lots. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise;

Section 6.03. Above Ground Appurtances. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind, including satellite receiving antennas greater than the minimum required set by law (currently 1 meter) in diameter, shall be maintained, except as authorized by the Board of Directors. Installation of satellite receiving antennas requires the approval of the Board of Directors; [Changed by 6th Amendment, 06/30/01 (modified to change "20 inches" to "minimum required, set by current law" because law changed from 20" to 1 meter while the changes were being voted on. Current reading keeps association from making periodic changes without changing the intent.)]

Section 6.04. Vehicles, Boats, Trailers and Parking.

1. No boat, boat trailer, horse trailer, house trailer, camper, camper trailers, recreational vehicles or similar items shall be stored or continually parked in and on any street, the Common Area, or in the open on any Lot or driveway. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept in the open on any lots, driveway, or the Common Area; and

2. Vehicle repairs other than ordinary light maintenance are not permitted on the property; and

3. Parking of personal vehicles on the streets shall not be permitted to become a nuisance to other owners or a hazard to the safety of residents by creating blind spots or by restricting the traffic. Residents are to preserve the appearance of their neighborhoods by parking in their driveways first and the street parking as a last resort; and [Changed by 6th Amendment, 06/30/01]

Section 6.05. Fences. No fence shall be erected on any Lot, except those specifically approved as to location, size, type and material by the Board of Directors. Specific Lots will be designated for wrought iron fencing only. {FYI - Previous Boards have designated Lots on Common Areas are to have wrought iron fences}

It is the present policy of the Board to approve only wrought iron fences or American style wood stockade type fences provided that the same shall not exceed six feet (6') in height. The Board may promulgate specific suggested methods of accomplishing approved type fencing. In no event shall any chain link or woven wire fence of any type be permitted. [Paragraph Added, 2nd Amendment, 3/28/89]

Section 6.06 Solar Panels. No solar panels shall be installed on any roof or as appurtenant to any structure, except as authorized by the Board of Directors.

Section 6.07. Exempt Property. All properties dedicated to and accepted by a local public authority or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 6.08. Rights of City of Wichita; Off-Street Parking Requirement. Reserves "A", "B", "C", "D", "E", "F", "H", "K" and "L" in said Addition and Reserves Deerfield Reserves "A", "B", "C", and "D" have been designated as "Common Area" and are to be conveyed to an Owner's Association, which association shall be responsible for the maintenance and upkeep thereof. In the event the Association, its successors or assigns, shall fail at any time to maintain these Reserves or fail in any manner to fulfill its obligations relating to these Reserves, the City of Wichita may serve a written Notice of Delinquency upon the Association setting forth the manner in which the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligations are not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Common Area from becoming a nuisance, may enter upon

said Common Area and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before the Board of City of Wichita Commissioners to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, utilizing the garage and driveway.

Section 6.09. Lawns and Trees. All lawns shall be seeded or sodded at the first available planting time after completion of the dwelling. The type of grass utilized shall be in accordance with standards adopted by the Board of Directors. No tree having a diameter of three (3) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Association. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 6.10. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Properties without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall not be permitted to become a nuisance to other owners and shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and on the Common Area.

Section 6.11. Signs. No sign or other advertising device of any nature shall be placed upon any Lot, except for usual and customary Real Estate signs advertising a house as "For Sale" or as provided herein. The Association may, in its discretion, adopt and promulgate

rules and regulations relating to signs which may be employed. The Association may remove nonconforming signs upon three (3) days' notice to the Owner, such removal to be at the cost of said Owner. [Changed by 6th Amendment, 06/30/01]

Section 6.12. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 6.13. No Storage, Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on and Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any unit by Declarant. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

Section 6.14. Pipes. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 6.15. Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

Section 6.16. Motor Vehicles on Common Areas; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and bicycle paths, if any, located in the Common Area. Garage doors shall be kept closed at all times except for purposes of entry, exit, or maintenance.

Section 6.17. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 6.18. Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 6.19. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 6.20. Model Homes and Real Estate Offices. Cancelled in its' entirety. [Deleted by 6th Amendment, 06/30/01]

Section 6.21. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 6.22. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat hereof, the Tallgrass II Community Unit Plan or applicable zoning regulations.

Section 6.23. Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which may violate any set back lines shown on the recorded plat of the Addition or on the Tallgrass II Community Unit Plan.

Section 6.24. Restrictions Not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any actions or thing prohibited by applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules,

regulations, deeds, leases, or this Declaration shall be taken to govern and control.

Section 6.25. Refuse Removal. [Section Added, 2nd Amendment, 3/28/89] Cancelled in its' entirety. [Deleted by 6th Amendment, 06/30/01]

ARTICLE 7

Enforcement

The Association, Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any judgment obtained by the Association in enforcing these covenants may include an award to the Association for the expense of a reasonable attorney's fee.

ARTICLE 8

Additional Land

Declarant may, from time to time, annex additional real property, including additional Common Areas, to the property covered by this Declaration, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that twenty (20) year period commencing with the date of recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes Of the Members of the Association entitled to vote.

ARTICLE 9

Power of Assignment and Delegation.

Declarant shall have the right and power to assign and delegate to the Association, or any successor or successors thereto, at any time and from time-to-time, all or any part of the rights, powers and authority contained in this Declaration. The initial operation and control of the Association shall be by Declarant until five (5) years

from the date of the recording of the Declaration or upon the sale of seventy-five percent (75%) of the lots, whichever occurs first; or until such earlier time as Declarant may relinquish such control to the Association. [Entire Paragraph Replaced, 4th Amendment, 4/23/90]

ARTICLE 10

Severability

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

ARTICLE 11

Amendment

Section 11.01. Covenants Running With the Land. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 11.02. Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers management of the Property to the Association shall become effective when approved in writing by Declarant and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that such amendment shall not materially affect any rights of any then existing mortgage holders or lot owners.

Section 11.03. Amendment; Other. Amendments to this Declaration other than those provided for in Section 11.02, shall be proposed and adopted in the following manner:

- a. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.
- b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by the owners of not less than two-thirds (2/3) of the votes in the addition. Such votes may be cast in person or by proxy as provided for herein and in the bylaws of the Association.

- c. Recording. A copy of each amendment provided for in this Section 11.03 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.
- d. VA/FHA Approval. Any amendment hereto which would provide for the annexation of additional land beyond that presently provided for; the merger or consolidation of the Association into another association; the mortgaging of common area; the dedication of additional common area; or the dissolution or substantive amendment to the Articles of Incorporation of the Association must be first approved in writing by the Veterans Administration or the Federal Housing Administration.

Any amendment that requires the consent of the Veterans Administration or the Federal Housing Administration shall be submitted to such agency in writing. Any approval or disapproval by such agency must be made in writing within thirty (30) days from date of receipt of such request or the same shall be deemed approved.
[Section d. Added, 3rd Amendment, 10/16/89]

CHAPEL PINES ASSOCIATION

Chapel Pines. In addition to the covenants of Tallgrass East, Chapel Pines shall be subject to the following additional covenants and conditions, it being intended that the same effect the commitment to provide certain common maintenance, care, and upkeep of portions of the lots and improvements constituting Chapel Pines, as the same may be determined pursuant hereto. In order to effect the same, there shall be created the Chapel Pines Association which shall have the rights and duties following.

a. Chapel Pines Association. There shall be established the Chapel Pines Association consisting of the owners of the lots above-described, the principal purpose of which will be to provide for certain maintenance and care of lots and property within Chapel Pines, together with Reserve G. The Association shall be organized as a not-for-profit corporation for a perpetual term. Membership shall be mandatory for the owner(s) of a lot. There shall be two votes for each lot, which shall be exercised as the owners may determine among themselves. Declarant shall be entitled to nine (9) votes for each lot of which it is the owner. All actions of the Association shall be taken by the Board of Directors which shall be comprised of three members.

b. Assessments/Use. Each lot in Chapel Pines shall be subject to an annual assessment charge to be paid by the owner of each lot to the Association in advance as the Board shall require. Declarant shall not be obligated to pay any assessment until such time as a home has been erected on any lot owned by Declarant and is ready for occupancy. The assessment fund shall be used for the seeding, mowing, and other care of the lawns of all lots and such other care of trees and shrubbery as may be decided by the Board. The Association may, from time to time, reduce or expand the duties of the Association regarding maintenance and upkeep of the lawns and buildings located in the Addition. In the event of any default by any owner in the payment of any assessments levied pursuant hereto, the Board shall have all of the rights to collect the same, including the placing of a lien on the lot of any such owner. All of the provisions of Article III of the Declaration of Tallgrass East, to the extent the same are consistent with the provisions providing for Chapel Pines Association, are incorporated herein by reference.

[Chapel Pines Association Added, 5th Amendment, 11/23/92]

RESTRICTIVE COVENANT

This covenant, executed this 12th day of January, 1988.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Tallgrass East 2nd Addition to Wichita. Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the City of Wichita regarding off-street parking, the establishment of an owners' association, and providing for the ownership and maintenance of reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Tallgrass East 2nd Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions.

1. At such time as the said property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and common areas that may be a part of said development.

2. The reserves located in said addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.

3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.

4. There shall be provided for each dwelling unit located on any of the following described lots, a total of not less than four off-street parking places for automobiles which may include garages and driveways, to-wit:

Lots I through 31 inclusive, Block 1;
Lots I through 15 inclusive, Block 2;

5. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain the drainage improvements or sidewalk within reserve C, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned has failed to maintain the drainage improvements or sidewalk. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned or the association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the addition, insure the proper

functioning of the drainage improvements or maintenance of the sidewalk and prevent the reserve from becoming a nuisance, may enter upon said reserve and perform the obligations listed In the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against all lots within Tallgrass East 2nd Addition in the same manner as provided by law for such assessments and said assessments may be established as liens upon said lots within Tallgrass East 2nd Addition. Should the undersigned, it's successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said notice are not proper for any reason, it may, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings with respect to such appeal.

This covenant is binding on the owner, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.

EXECUTED the day and year first above written.
SLAWSON INVESTMENT CORPORATION

[Restrictive Covenant Issued (included in it's entirety), 1/12/88]

**ARTICLES OF INCORPORATION
OF
TALLGRASS EAST HOMEOWNERS' ASSOCIATION**

The undersigned, in order to form a non-profit corporation for the purposes hereinafter stated, under and pursuant to the Kansas General Corporation Code, does hereby certify as follows:

**I.
NAME**

The name of the corporation is Tallgrass East Homeowners.

**II.
PERIOD OF DURATION**

The period of the corporation's duration is perpetual.

**III.
NATURE OF BUSINESS**

This corporation is organized not-for-profit for the purposes of:

- (a) Maintaining and administering the common area of a development known as Tallgrass East, Wichita, Sedgwick County, Kansas in order to enhance and protect the value, desirability and attractiveness of such property;
- (b) Administering and enforcing the covenants imposed on the property as set forth in the Declaration of Covenants, Conditions and Restrictions as the same may from time to time be amended;
- (c) Collecting and disbursing both general and special assessment funds;
- (d) Engaging in any lawful act or activity for which corporations may be organized under the Kansas General Corporation Code as now in effect and as hereafter amended or modified.

**IV.
REGISTERED OFFICE AND REGISTERED AGENT**

The address of the corporation's registered office in the State of Kansas is 104 South Broadway, Wichita, Sedgwick County, Kansas 67202. The name of its registered agent at such address is Larry A. Chambers.

V.
NO CAPITAL STOCK

The corporation shall not have authority to issue capital stock.

VI.
INCORPORATOR

The name and mailing address of the Incorporator is as follows:

Larry A. Chambers
104 South Broadway
Wichita, Kansas 67202

The Incorporator shall manage the affairs of the corporation until a Board of Directors is elected.

VII.
MEMBERSHIP

The conditions of membership in this corporation shall be stated in the Bylaws.

VIII.
BOARD OF DIRECTORS

The business and affairs of the corporation shall be managed and conducted by a Board of Directors consisting of one or more persons who need not be Members, the exact number to be fixed and determined by the Board of Directors, with full authority in the Board of Directors to vary said number at any time and from time to time. Until and unless the Board of Directors shall determine otherwise, the Board of Directors shall consist of no less than three persons and no more than ten persons.

IX.
BYLAWS

The original Bylaws of the corporation shall be adopted by the Board of Directors elected pursuant to Article VIII hereof. Thereafter, the power to adopt, make, alter, amend, and repeal the corporation's Bylaws shall be vested in the Members and as well, in the Board of Directors, but the authority of the Board of Directors with respect to the Bylaws shall at all times remain subject to the superior authority of the Members.

X.
DISSOLUTION

In the event of the dissolution of this corporation, the net assets shall be equally distributed to the Owners of the Lots (as defined in the Declaration of Covenants, Conditions and Restrictions) located in Tallgrass East.

IN WITNESS WHEREOF, I have hereunto set my name on this 6th day of May, 1988.

Larry A. Chambers, Incorporator

BYLAWS
OF
TALLGRASS EAST HOMEOWNERS' ASSOCIATION

ARTICLE I - GENERAL

1. These are the Bylaws of Tallgrass East Homeowners' Association Homeowners' Association (hereafter referred to as the "Association") adopted for the purpose of administering Tallgrass East, Wichita, Sedgwick County, Kansas, as provided in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") as filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

2. The registered office of the Association shall be located at 200 Douglas Building, 104 South Broadway, Wichita, Sedgwick County, Kansas, 67202, or at such other address as may be determined by the Board of Directors. The name of the registered agent at such address is Larry A. Chambers.

3. The fiscal year of the Association shall be the calendar year.

ARTICLE II - MEMBERS' MEETINGS

1. The Association shall have as members only Owners of Lots in Tallgrass East, Wichita, Sedgwick County, Kansas. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any Lot.

2. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members. There shall be one (1) vote for each Lot, subject to the following exceptions and conditions: [Changed by 1st Amendment, 06/30/01]

a. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of the Lot determine among themselves. If such members cannot jointly agree as to how their votes should be cast, no votes shall be allowed with respect to such Lot. Notwithstanding the foregoing, Declarant shall be entitled to six (6) votes for each Lot of which it is the Owner.

b. Any Member who is in violation of the Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any

Member who fails to pay any assessments established pursuant to the terms of the Declaration shall not be entitled to vote during any period in which any such assessments are due and unpaid.

3. The annual Members' meeting shall be held at the registered office of the Association or such other place as may be determined by the Board of Directors in November of each year, for the purpose of electing directors and transacting any other business authorized by the Members. [Changed by 1st Amendment, 06/30/01]

4. Special Members' meetings shall be held whenever called by the President or the Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members entitled to cast two-thirds or more of the votes of the entire membership.

5. Notice of all Members' meetings, stating the time, place and purpose for which the meeting is called shall be given by the President, Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each Member who is the record Owner of a Lot as of the day next preceding the day notice is given and mailed to his address as it appears on the records of the Association. It shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The attendance of any Member of the Association at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting. Notice of any meeting may be waived before or after such meeting.

6. Except as otherwise provided by law or by the Declaration, a quorum shall exist at any meeting at which thirty (40%) percent of the Members entitled to vote are present either in person or by proxy. At the time of completion of any vote on any matter, this quorum requirement must be met for the vote to be valid. If at any meeting of the Members a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days and notice of the new date shall be given as provided in Section 5 of this Article.

7. Members entitled to vote may cast their votes either in person or by proxy. Such proxy is valid only for the particular meeting designated and must be filed with the Secretary before the established time of the meeting.

ARTICLE III - DIRECTORS' MEETINGS

1. Declarant shall carry out all the duties and powers delegated to the Association and its Board of Directors under Article 7 of the Declaration until management is turned over to the Association as provided therein.

2. The Board of Directors shall consist of seven (7) Directors, who shall each own and occupy a lot. It is desired that one Director from each of the 6 (six) neighborhoods that make up Tallgrass East (i.e., Deerfield, Fieldcrest, Stoneybrook, Fox Run, Vinegate and Chapel Pines) be elected. The remaining Director shall be elected at large and shall own and occupy a lot in any of the 6 (six) neighborhoods. If one Director from each neighborhood cannot be elected then one of the elected Directors will be designated to the open neighborhood(s) by the other elected Directors. Election of Directors shall be conducted at the annual Members' meeting except for the election of the initial Board of Directors which will be done at a special meeting called by Declarant for that purpose. Nominations for Directors shall be made from the floor or submitted, in writing, to a member of the current Board of Directors before the annual meeting with the candidates receiving the greatest number of votes being elected. The election shall be by ballot, unless dispensed with by unanimous consent with each Member being entitled to vote for as many nominees as there are vacancies to be filled. [Changed by 1st Amendment, 06/30/01]

3. Each Director shall hold office for two years or until his successor is appointed or elected or until his resignation, removal from office or death except for the year 2001 term in which four (4) Board of Directors will only serve one (1) year. After year 2001, either three (3) or four (4) Board of Directors shall be elected for two (2) year terms each year at the annual meeting except for replacements for open positions. For year 2001 term the newly elected Board of Directors will determine which three (3) will serve the two (2) year terms. [Changed by 1st Amendment, 06/30/01]

4. Any Director may be removed from office by concurrence of two-thirds of the votes of the entire membership at a special meeting called for that purpose. At the same meeting, the Members shall elect a new Director to fill the vacancy.

5. Any Director may resign at any time by an oral statement to that effect made at a meeting of the Board of Directors or by a written statement to that effect delivered to the Secretary of the Association specifying the effective date of such termination.

6. Except as provided for removal of Directors, any vacancy in the Board of Directors occurring between annual meetings of the Members shall be filled by the remaining Directors. Provided, however, if two (2) or more vacancies should occur between annual meetings, a special meeting of the Members of the Association shall

be called for the purpose of electing Directors to fill such vacancies.

7. Members of Board of Directors shall serve without compensation but shall be entitled to reimbursement of expenses incurred on Association business.

8. Regular meetings of the Board of Directors may be called upon at least three (3) days prior notice, either personally or by mail or telephone, at such time and place as determined by a majority of the Directors.

9. After each annual meeting of the Members of the Association, the Board of Directors elected at such meeting shall meet for the purpose of electing officers and transacting any other necessary business.

10. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. At least three (3) days' notice, either personally or by mail or telephone, shall be given, which notice shall state the time, place and purpose of the meeting.

11. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

12. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, these Bylaws, or applicable law.

13. If at any meeting of the Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

14. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

ARTICLE IV - DIRECTORS' POWERS AND DUTIES

1. All of the powers and duties vested in the Association by the aforesaid Declaration, the Bylaws, the Rules and Regulations, and all other applicable laws and regulations, shall be exercised exclusively by the Board of Directors, its agents, contractors or

employees, or committees appointed by it, subject only to approval by Members when such approval is specifically required.

2. The Board of Directors shall appoint an Architectural Committee and may appoint such other committees as it shall deem appropriate. Each of such committees shall perform such duties and have such powers as imposed upon or granted it by the terms of the Declaration or by the Board of Directors.

3. The Board of Directors shall adopt such Rules and Regulations as they deem advisable for the maintenance, use, conservation, and beautification of the property and for the health, comfort, safety and general welfare of the owners and occupants of lots in such property. Such Rules and Regulations may be amended and/or supplemented at such times and in such instances as deemed advisable by the Board of Directors.

ARTICLE V - OFFICERS

1. Officers of the Association shall be elected annually by the Board of Directors and shall consist of a President, Vice-President, Secretary and Treasurer. Any officer may be removed from office by a vote of the Board of Directors at any meeting. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers shall be fixed by the Board of Directors.

2. The President shall be the chief executive officer of the Association and shall be chosen from among the Directors. He shall have all the powers and duties which are usually vested in the office of President including but not limited to the following:

- a. He shall preside at all meetings of the Members and Directors;
- b. He shall have general and active management of the business of the Corporation;
- c. He shall see that all orders and resolutions of the Board of Directors are carried into effect;
- d. He shall have the power to appoint committees from the Members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association;
- e. He shall execute contracts, bonds, mortgages, deeds and other instruments requiring the signature of the Association.

3. The Vice-President shall, in the absence or disability of the President, exercise all of the powers and perform all the duties of the President. He shall generally assist the President and shall perform other duties as may be prescribed by the Board of Directors.

4. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings in a book to be kept for that purpose. He shall give, or cause to be given, all notices to the Members and Directors and other notices required by law. He shall perform other duties as may be required by the Board of Directors or the President.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the corporation in accordance with good accounting practices and shall perform such other duties as may be required by the Board of Directors or President.

6. In the event of vacancy of any office due to death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors by a majority vote may choose a successor or successors who shall hold the office for the remainder of the unexpired term.

ARTICLE VI - INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The members of the Board of Directors and the officers and committee members shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Board member, officer and committee member, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Board member or officer or committee member of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Directors may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be an Association expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Board member or officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board member or officer or committee member may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Association expenses.

ARTICLE VII - FISCAL MANAGEMENT

1. The provisions for fiscal management set forth in the Declaration shall be supplemented by the following provisions, provided, however, that in the event of a conflict between the provisions in the Declaration and the provisions herein, those in the Declaration shall control:

- a. The Board of Directors shall, on or before December 1 of each year, adopt a budget for each ensuing calendar year which shall include the estimated funds required to defray the expenses and to provide and maintain funds for the following accounts and reserves according to good accounting practices:
 - (1) Current Expenses - This account shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year may, at the discretion of the Directors, be applied to reduce the assessments for current expense for the succeeding year.
 - (2) Reserve for Deferred Maintenance - This account shall include all funds for maintenance items which occur less frequently than annually.
 - (3) Reserve for Replacement - This account shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

Copies of the budget shall be transmitted to each Association Member on or before December 10th next preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Member.

- b. Assessments against the Association Members for their share of the items of the budget, to be known as general assessments, shall be made for the calendar year annually in advance on or before January of the year for which the assessments are made. Such general assessments shall be due as follows: one-half on January 15 and one-half on July 15.
- c. Special assessments.

- d. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from-such account shall be only by checks signed by such persons as are authorized by the Directors.
- e. If at any time required by an affirmative vote of more than fifty (50%) percent of the votes in the Association, an audit of the accounts of the Association shall be made by a certified public accountant. A copy of a statement of financial operations of the Association shall be furnished to each Member not later than March 15 of the year immediately following the end of the year for which the statement is made.
- f. The Board of Directors may require a fidelity bond from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on any such bonds shall be paid by the Association as a common expense.
- g. The Board of Directors shall provide such expenditure controls as it shall deem necessary and advisable, including payment vouchers and purchase orders in such form as the Board may determine.

ARTICLE VIII - AMENDMENT

- 1. These Bylaws may be amended by the membership when approved by members entitled to cast more than seventy-five (75%) percent of the votes in the Association.

ARTICLE IX - GENERAL PROVISIONS

- 1. Robert's Rules of Order (Latest Edition) shall govern the conduct of the Corporation meetings when not in conflict with the Declaration, the Articles of Incorporation or these Bylaws.
- 2. The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be as follows:
 - a. Calling of the roll and certifying of proxies;
 - b. Proof of notice of meeting or waiver of notice;
 - c. Reading and disposal of any unapproved minutes;
 - d. Reports of officers;
 - e. Reports of committees;
 - f. Election of judges of election;
 - g. Election of Directors (if necessary);

- h. Unfinished business;
- i. New business;
- j. Adjournment;

provided, however, that the order of business may be changed by an affirmative vote of a majority of the Members present.

3. The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with the purposes of the meeting:

- a. Calling of roll;
- b. Proof of notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New business;
- h. Adjournment.

4. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

5. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Directors of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

6. To the extent not enumerated herein, the Association shall have and possess such powers conferred upon it Bylaws, and by the Declaration.

7. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

8. Upon written request to the Board of Directors, the holder of any duly recorded mortgage against any Lot shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner or Owners whose ownership is subject to such mortgage even if such Owner or Owners have waived the right to receive such notice.

9. Notice required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by certified mail addressed to such member or officer at his residence address.

10. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her, or its address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.

11. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and in these Bylaws shall be deemed to be binding on all Owners, their successors and assigns.

13. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the Declaration or of the rest of these Bylaws.

14. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 3rd day of June, 1988.

TALLGRASS EAST HOMEOWNERS' ASSOCIATION,
a Kansas Corporation

ATTEST:

By Terrence T. Smythe, Secretary
By Larry A. Chambers, President

SWIMMING POOL GUIDELINES

The rules and regulations which apply to the use of the swimming pool are as follows:

1. Pool hours are, at minimum, from 7:00 AM to 9:30 PM, seven days a week or as may be revised by the Board of Directors. The pool may be opened earlier or may close later at the discretion of the person in charge of opening/closing. The pool will be open from Memorial Day to Labor Day. The pool may be opened past Labor Day depending on the weather. Such decision will be at the discretion of the Board of Directors without formal notice to members. When any pool maintenance personnel are present, the pool is to be yielded to them as necessary.
2. The pool's use is restricted to Tallgrass East residents and their guests, with a limit of two guests per resident homeowner. The Tallgrass East resident is expected to accompany their guests. The Tallgrass East resident is responsible for any and all repairs of damages caused by their guest including legal fees including reasonable legal attorney fees required to enforce this issue.
3. There will be no lifeguard on duty; therefore, persons using the pool and pool area do so at their own risk, children under the age posted at the pool must be accompanied by an adult, (per city ordinance) and neither management nor the homeowner's association will be responsible for accidents, injury, or loss of personal items.
4. The following will not be permitted: disorderly conduct, including running and roughhousing; glass items or alcoholic beverages; Jeans or cut-offs; and abusive or profane language.
5. Use of the swimming pool and its surrounding area will not afford you access to the clubhouse except for its restrooms.

You will be given a key which will enable you to unlock the entrance door of the iron fence which surrounds the pool, as well as the outside door to the restrooms. By accepting this key, you are signifying that you and your family members are familiar with, and will follow, the rules outlined above applying to the pool's use. Only one key will be issued per household and a \$50.00 charge will be made for lost key replacements. You should leave your key with the new owners if you sell your home.

If you observe anyone not complying with the rules for the use and/or behavior of your swimming pool, please notify anyone present or the Board of Directors or the police. Your pool is a great asset to your neighborhood; please treat it and care for it as if it were your own.

SOCCER AND BASEBALL FIELD GUIDELINES

The rules and regulations which apply to the use of the soccer and baseball fields are as follows:

1. Hours are not restricted except that persons using the fields should be considerate of the home-owners around the fields and keep the noise to reasonable level in the early morning or late evening. Use should be discontinued when any maintenance is being performed to the fields, such as reseeding, etc.
2. The soccer and baseball fields use is restricted to Tallgrass East residents and their guests. The Tallgrass East resident(s) are expected to accompany their guests. The fields are not intended to be used as an additional practice or playing location for city or community leagues. An organized team may use the fields for practice if one fourth (1/4) of the team is made up of Tallgrass East residents.(includes coaches) The Tallgrass East resident(s) are responsible for any and all repairs or damages cause by their guest(s) including legal fees and reasonable legal attorney fees required to enforce this issue.
3. Teams, as qualified in Item 2, will need to register with the current manager. You will be required to sign an appropriate written form and a flag will be given. The flag will need to be displayed at your practice.
4. The following will not be permitted: disorderly conduct; alcoholic beverages; abuse of Tallgrass East property and abusive or profane language.

If you observe anyone not complying with the rules for the use and/or behavior of your soccer or baseball fields, please notify anyone present or the Board of Directors. Your fields are a great asset to your neighborhood; please treat it and care for it as if it were your own.

TENNIS COURT GUIDELINES

The rules and regulations which apply to the use of the tennis courts are as follows:

1. Hours are not restricted except that persons using the court should be considerate of the home-owners around the courts and keep the noise to reasonable levels in the early morning or late evening. Use should be discontinued when any maintenance is being performed to the court.
2. The tennis courts are restricted to Tallgrass East residents and their guests with a limit of three guests per resident. The Tallgrass East resident(s) are expected to accompany their guests. The courts are not intended to be used as an additional practice or playing location for city or community leagues. The Tallgrass East resident(s) are responsible for any and all repairs or damages cause by their guest(s) including legal fees and reasonable legal attorney fees required to enforce this issue. We welcome local public safety employees to use the facilites when not in use by residents.
3. The following will not be permitted: disorderly conduct; alcoholic beverages; abuse of Tallgrass East property; and abusive or profane language.

If you observe anyone not complying with the rules for the use and/or behavior of your tennis court, please notify anyone present or the Board of Directors or the police. Your courts are a great asset to your neighborhood; please treat it and care for it as if it were your own.

CLUBHOUSE GUIDELINES

The clubhouse may be used for private parties and meetings by appointment only. This will require that you contact the Clubhouse Manager at 636-5563 to schedule your event. You will also be required to sign an appropriate written form that will outline the manner in which the clubhouse may be used, and you will need to post a \$250 damage deposit. You will be responsible for any repairs needed of damages to the facilities outside normal wear and tear. Private parties which reserve the clubhouse facilities will not be allowed to use the pool or pool area. The only exception to this rule will be for organized neighborhood functions, at which times the entire area will be available for use.

If you observe anyone not complying with the rules for the use and/or behavior of your clubhouse, please notify anyone present or the Board of Directors or the police. Your clubhouse is a great asset to your neighborhood; please treat it and care for it as if it were your own.

SIDING POLICY AND GUIDELINES

The rules and regulations which apply to the use of siding on homes in Tallgrass East are as follows:

1. All siding request except in cases in which the product being used exactly duplicates the siding being replaced on the homeowner's residence shall require the approval of the Architecture Committee contained within the Board of Directors. It is the intent of the Board that products used for siding on the homes in Tallgrass East will be the same products already in use here except where advances in technology allow for products that maintain superior aesthetics while adding durability are taken into consideration.
2. At NO TIMES shall Vinyl or Steel siding be used in Tallgrass East. The Board of Directors implemented this policy consistent with Sections 4.03 and 5.01 of the Covenants.
3. The Board has concluded that cement-based lap siding, such as that produced by the Hardie Company, is an acceptable product and may be used at the homeowner's discretion.

While the Board recognizes the needs and desires of its homeowners to maintain their residences in a manner they choose, the overriding purpose of this policy is to preserve aesthetic continuity and to ensure that the choices of some do not negatively affect the property values of their neighbors. If you observe anyone not complying with the this Siding Policy, please notify anyone on the Board of Directors immediately.

ROOFING POLICY AND GUIDELINES

The rules and regulations which apply to the use of roofing materials on homes in Tallgrass East are as follows:

Declaration of Covenants, Conditions and Restrictions

Pursuant to Article 5 of the Declaration of Covenants, Conditions and Restrictions of Tallgrass East, the Board is empowered to "maintain the monetary and aesthetic value of the development and preserve the benefits thereof for all owners" In furtherance of its charge, the Board has enacted a roofing policy that sets forth the restrictions and specifications for (1) roofing materials, and (2) and roofing alterations, improvements, or additions. The Board will enforce the implementation of this policy and its guidelines consistent with Article 5 of the Covenants.

Composition Roofing Material Specifications

Any composition roofing material that is to be used by any homeowner in Tallgrass East must be approved by the Board and meet all of the following specifications:

- 1) Class 4 Hail/ Impact Resistance Rating per UL 2218
- 2) Class "A" Fire Rating per UL 790
- 3) Minimum of 50 Year Warranty
- 4) Board Approved Colors Only (to resemble weathered shakes)
- 5) Aesthetically and Architecturally Consistent with Neighborhood

The purpose of these requirements is to ensure that only top quality products both in terms of appearance and wear be used in Tallgrass East. Using the above specifications, the Architectural Committee of the Board has final approval on roofing products. Our intent is that "three-tabs" and other lesser products are not approved and are inconsistent with the Covenants of Tallgrass East.

The Board has, using the above specifications, pre-approved the following products:

- 1) Atlas StormMaster LM: color - Weathered Wood
- 2) Malarkey Legacy: color - Weathered Wood
- 3) IKO Dynasty: color - Old World Slate
- 4) Owens-Corning WeatherGuard HP: color - Driftwood
- 5) CertainTeed Landmark IR: color - Weathered Wood

Notwithstanding the pre-approved products above, if you plan to install any composition roof, you must submit to the

Board for approval a design, plans and specifications showing the nature, kind, shape, height, weight, materials and locations of the alteration, improvement, or addition.

We will continually monitor new products to see if they meet our specifications and pre-approve those that do so in an appropriate color.

Wood Shake, Slate and Tile Roofs

Wood shakes, slate and tile roofs may continue to be used and installed by a contractor. There are some new slate and tile substitutes coming into the marketplace; if you wish to use one of these, you must contact the Board for approval.

SUPPLEMENT TO COVENANT 5.01 - SHED POLICY & CONSTRUCTION

Over the years, the Board has received many requests for sheds to be put onto homeowners' properties. To be consistent, and comply with Covenant 5.01, the Board has adopted a written set of guidelines for all residents as well as the Board to follow. The following paragraph fulfills that purpose. It is always a good practice to contact the Board before putting a structure of any size on your lot, and any shed meeting the requirements below require Board approval before construction begins.

Storage units will be allowed in your back yard if it takes up less than 15 square feet, and is no more than 48" tall. The storage unit must not be visible from the street. Storage units less than 15 square feet and less than 48" tall may be constructed from wood or plastic products. Anything larger than 15 square feet or taller than 48" tall is considered a "structure" and must follow 5.01 of the covenants where pre-approval from the Board is required. The nature, kind, shape, height, materials and location must be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board of Directors. Board precedence has always been that only sheds that are in like-kind to your house (same siding, roof, color, roof pitch, etc.) are approved in Tallgrass East. Sheds larger than above specifications and not approved by Board must be taken down within 30 days of notice from the Board. If complaints of a storage unit are received, Board will investigate problem and determine if unit needs to be removed, if in disrepair/not repairable/ or does not meet requirements from above.