

Overview of Declaration of Covenants and Restrictions of Knollwood Park Villas (KPV)

This overview, prepared in August 2023, is intended to provide KPV homeowners a background to KPV and is not intended to replace in any way the original KPV covenants and restrictions as declared on May 31, 1984 by the Adams Road Development Corp., details of which can be found in the following complete 1984 Declaration and as occasionally amended as noted in that Declaration.

The KPV consists of 86 lots including but not exclusive of several common area islands, ponds, gates, and streets. See paragraphs 3 and 4 (both on p. 2) in the original Declaration.

A homeowner, upon the recording of their deed, becomes a member of KPV Association, INC and the homeowner of that site will have one vote in KPV Association matters. See paragraph 8 (pp. 3-4) in the original Declaration.

When reading the original 1984 draft of the KPV Declaration bear in mind that some original portions were intended to apply to the original concept, construction, development, and original homeowners prior to a turnover date to the Knollwood Park Association, Inc. by the Adams Road Development, Corp.

The KPV Association consists of a board of directors which is made up of homeowners of record and consists of a president, vice president, secretary, treasurer, and one at large member. Not on the board are three homeowner members of the Architectural Control Committee who are appointed by the board.

The KPV Association has an annual meeting of member homeowners, generally late summer or early fall, an annual social dinner paid for separately by homeowners, and periodic directors and architectural committee member meetings. All directors, board members, and committee members are unpaid fellow neighbors and homeowners.

The KPV assesses a current monthly fee of \$285/month (as of 3Aug2023) to cover the common expenses of the association as outlined in the Declaration in paragraph 15 (p. 5) and as currently amended. A copy of such expenses is available through the KPV website. Such fees are due the first of the month and can be automatically deducted by your bank if you choose.

The total value of KPV is in excess of \$30,000,000 and like any investment it is imperative that our home values be maintained. Subsequently, it is important to pay particular attention to paragraphs 12, 13, 14 (pp. 4-5) and 20 (pp. 8-9) in the original declaration as they pertain to the majority of key covenants and restrictions. Please bear in mind the restrictions and covenants are intended to maintain the beauty that attracted you and potential future homeowners to the KPV and will help maintain our home values.

The purpose of the following version of the covenants and restrictions is to facilitate the availability and searchability of this document for KPV owners (both current and perspective). As mentioned earlier, a complete reading of the KPV Declaration of Restrictions and Covenants can be found at the KPV website and all are encouraged to read and understand it. It is not by accident that KPV remains one of the most attractive and desirable neighborhoods in Granger. Although participation in your association is not mandatory, it is welcome and encouraged.

Welcome to the KPV!

DECLARATION OF COVENANTS AND RESTRICTIONS
OF KNOLLWOOD PARK VILLAS – SECTION 1

THIS DECLARATION made this 31 day of May, 1984 by ADAMS ROAD DEVELOPMENT CORP., an Indiana corporation, (Declarant).

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the sole owner in fee simple title to the real estate located in St. Joseph County, Indiana, more particularly described on Exhibit "A" attached hereto and hereinafter referred to as the "Property", and certain other real property adjacent to the Property and more particularly described on Exhibit "B" attached hereto, all or a portion of which may at the discretion of Declarant be made subject to this Declaration and incorporated into and made a part of the Property by Declarant recording a plat in the office of the Recorder of St. Joseph County, Indiana, describing a part or all of the same and stating in such Plat that the real estate described therein is subjected to the covenants and restrictions of this Declaration.
- B. Declarant by execution of this Declaration assures that all homesites which are conveyed which are a part of the Property shall be conveyed subject to the terms and conditions of this Declaration which shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

- 1. **Definitions.** The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
 - (a) "Articles of Incorporation" means the Articles of Incorporation of the Association. The Articles of Incorporation are incorporated herein by reference.
 - (b) "Association" means Knollwood Park Villas Association, Inc., its successors and assigns, a not-for-profit corporation whose Members shall be the Owners of Homesites.
 - (c) "Board of Directors" means the governing body of the Association elected by the Members in accordance with the By-Laws of the Association.
 - (d) "Knollwood Park Villas" is the name by which the Property which is the subject of this Declaration shall be known.
 - (e) "By-Laws" shall mean the By-Laws of the Association and shall provide for the election of directors and officers and other governing officials of the Association. The By-Laws are incorporated herein by reference.
 - (f) "Common Area" means that portion of the Property designated as streets, landscaped areas, retention ponds, entrances, easement areas and other areas depicted on the Recorded Plat of the Property.
 - (g) "Common Expense" means expenses for administration of the Association, for the upkeep, maintenance, replacement, repair, taxes, insurance and other expenses of the Common Area, expenses for maintenance of Buildings and landscaping as set forth herein and all other expenses of the Association.

- (h) "Homesite" means any plot of ground designated as a lot upon a Recorded Plat of the Property. When Homesite is used, it shall be deemed to include the lot and the Dwelling Unit, if any, located thereon.
 - (i) "Member" means a member of the Association.
 - (j) "Mortgagee" means the holder of a first mortgage lien on a Homesite.
 - (k) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Homesite.
 - (l) "Plat" means the plat of the Property prepared by Valley Engineering Consultants, Inc. under date of April 6, 1984 and recorded as Instrument No. 8406192, in the office of the Recorder of St. Joseph County, Indiana, and also refers to additional and supplemental plats covering the Property and covering portions of the real estate described on Exhibit "B" hereto which may be recorded on a later date incorporating portions of that real property into the Property and subjecting the same to this Declaration.
 - (m) "Dwelling Unit" means the structure used as a residential living unit located upon a Homesite, including the garage and any appurtenances.
 - (n) "Declarant" shall mean and refer to Adams Road Development Corp., an Indiana corporation, and any successors and assigns of it.
 - (o) "Institutional Lender" shall mean and refer to any bank, mortgage banker, insurance company, savings and loan association or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any Homesite.
2. **Declaration.** Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.
 3. **Description of the Property.** The Property consists of eighty-six (86) Homesites numbered 1 through 86, inclusive, together with the Common Areas. The Common Areas and size of the Homesites are designated on the Plat.
 4. **Ownership of Common Area.** The Common Area shall be conveyed to and owned by the Association or shall be the subject of easements used by the Association and shall be held for the use and enjoyment of the Members, all of whom shall have the right of enjoyment in and to the Common Area, which right shall pass with title to every Homesite, subject to the provisions of this Declaration and the Rules and Regulations. The Association's rights in the Common Areas include but are not limited to the following:
 - (a) The right of the Association upon approval by a written instrument signed by three-fourths ($\frac{3}{4}$) of all Members and by three-fourths ($\frac{3}{4}$) of all Institutional Lenders to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Association.
 - (b) The right of the Association or its Board of Directors to determine the time and manner of use of Common Areas by the Members.
 - (c) The right of the Association to adopt such rules and regulations regarding the Common Area as it deems necessary.
 5. **Delegation of Use of the Common Area.** Any member may delegate, in accordance with provisions of this Declaration and the rules and regulations promulgated by the Association, their right of enjoyment and use of the Common Areas and facilities to Members of their family, their tenants or contract purchasers who reside on any Homesite.
 6. **Encroachments and Easements in Common Area.** If by reason of inexactness of construction, settling after construction or for any other reasons, any Common Area encroaches upon any Homesite, an easement shall be deemed to exist and run to the

Association for the maintenance, use and enjoyment of such Common Area. Each Owner shall have an easement in common with every other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, cable TV systems, irrigation systems and other common facilities, if any, located in the Common Area and serving the Owner's Dwelling Unit.

7. **Easement for Utilities and Public and Quasi Public Vehicles.** All public and quasi-public vehicles, including but not limited to, police, fire and other emergency vehicles, trash and garbage collection vehicles, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the streets in the performance of their duties. An easement is also granted to all public utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities on the Common Areas. Provided, however, that nothing herein shall permit the installation of utilities of any type or nature except as initially designed and approved by Declarant on any portion of the Property, by the Association in any Common Area or by the Owner of any Homesite after its conveyance to an Owner. The easement granted herein shall in no way affect any other recorded easement on the Property. An easement is also granted to Association, its officers, agents and employees and to any management companies selected by the Association to enter, cross over and otherwise utilize any portion of a Homesite in the performance of its duties granted by this Declaration, the By-Laws and Articles of Incorporation.
8. **Association.** In order to provide for the maintenance and repair, replacement, administration, operation and ownership of the Common Areas and to perform the functions of maintenance of the landscaping and exterior of Dwelling Units as hereinafter defined, and such other functions as may be delegated and designated for it, the Association has been formed. Each Owner shall become a Member of the Association when a deed to a Homesite is delivered to the Owner and recorded in the records of the Recorder of St. Joseph County, Indiana, conveying title to a Homesite to an Owner, but membership in the Association shall terminate when such person or persons cease to be an Owner and will be transferred by delivery and recording of a deed to the Homesite to the new Owner. The Association shall have one (1) class of Members who shall be all Owners of Homesites. Each person holding an interest in any Homesite shall be a Member; provided, however, that each Homesite shall have only (1) vote. No person or entity other than an Owner may be a Member. Upon recordation of a deed to a Homesite in the office of the Recorder of St. Joseph County, Indiana, membership in the Association shall for all purposes be deemed to have passed to the grantee in the deed from the grantor without any requirement of endorsement or assignment of any Certificate of Membership. No member other than Declarant shall have any right to vote on any matter until the first to occur of the following events: (1) the date upon which the written turnover of control of the Association by Declarant is recorded in the records of the Recorder of St. Joseph County, Indiana, (2) The date Declarant no longer owns any Homesites or (3) December 31, 1993. (The first of the above three events to occur being herein referred to as the Turnover Date.)

The initial Board of Directors shall be as designated in the Articles of Incorporation or thereafter appointed by Declarant and such Directors, notwithstanding any provision in this Declaration or the Articles or the By-Laws to the contrary, shall be the Directors until the Turnover Date or any of them are removed by Declarant or the resignation of one or more of them, and in the event of any vacancy or vacancies occurring in the Board of Directors for any reason prior to the Turnover Date, every such vacancy shall be filled by a person appointed by Declarant, which person or persons shall thereafter be deemed a member of the Board of Directors.

Within 30 days after the Turnover Date, the Association shall elect a Board of Directors and shall continue to do so annually in accordance with and as prescribed by the By-Laws, and the

Members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the By-Laws. The Board of Directors shall be the governing body of the Association representing all of the Members and being responsible for the functions and duties of the Association, including but not limited to the management, maintenance, repair, replacement and upkeep of the Common Areas and the payment of all other expenses pertaining to the Common Areas and the performance of services as detailed in this Declaration. Services provided by the Association may be provided through the use of employees of Declarant or other persons or entities selected by the Board of Directors.

9. **Right of Board of Directors to Adopt Rules and Regulations.** The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Property including but not limited to the use of the Common Area and other items as it may be necessary from time to time. Such rules as are adopted may be amended and supplemented by the vote of a majority of the Board of Directors which shall cause copies of such rules to be delivered and mailed promptly to all Owners.
10. **Management Agreement.** The Board of Directors may enter into a Management Agreement with a Manager for the Property for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days prior written notice. The Board of Directors may employ Declarant as the Manager or any other Manager chosen by the Board of Directors. Such Management Agreement may be renewed by the parties for additional terms of three (3) or less years.
11. **Real Estate Taxes and Utilities.** Real estate taxes are separately assessed and taxed to each Homesite. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Association and treated as a Common Expense. Each Owner shall pay for their own utilities which are separately metered. Any utility charges for the Common Areas shall be paid by the Association and treated as a Common Expense.
12. **Landscaping and Plantings.** The Association shall maintain the landscaping and lawn of each Homesite on a scheduled basis as determined by the Association. Owners may plant, install or maintain any flowers, trees, shrubbery or other plant materials on a Homesite only in accordance with the landscaping plan approved by the Architectural Control Committee (Landscaping Plan) or in the area designated as the "Personal Patio Garden" for that Homesite on the Landscaping Plan. The Association shall operate and maintain the irrigation system on each Homesite, and shall determine the interval of irrigation. All water utilized in the irrigation system for each Homesite shall be provided by the Owner of that Homesite regardless of whether water from such irrigation system partly irrigates an adjacent Homesite. Each Owner shall be responsible for maintaining at the Owner's expense any trees located on the Owner's Homesite having a trunk diameter of twelve (12) inches or greater, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portions of such trees. Trees having a trunk diameter smaller than twelve (12) inches shall be maintained by the Association. In the event the Association advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which Owner is responsible to maintain is necessary, and the Owner fails to maintain or remove such tree or trees after sixty (60) days prior written notice, (except that notice is waived in cases of emergency), the Association may in its discretion have the tree or trees maintained or removed and charge the Owner as an additional Common Expense for such services.
13. **Maintenance of Exterior of Dwelling Units.** An Owner may not paint, decorate or make any change in the appearance or any other portion of the exterior of any Dwelling Unit which would vary it from the plans which were approved by the Architectural Control Committee for that Dwelling Unit without the prior written approval of the Board of Directors and Architectural

Control Committee. Owners may only change sidewalks or driveways, paint color or roof color, or make additions to the Dwelling Unit, or install swimming pools or make any other change after prior written approval by the Board of Directors and Committee.

The Association shall provide maintenance services for portions of the exterior of each Dwelling Unit at such times and in such amounts as the Association determines from time to time is required. Maintenance by the Association to a Dwelling Unit shall be limited to the ~~painting of any exterior surface which was originally painted when the Dwelling Unit was constructed,~~¹ the cleaning of eavestroughs, gutters and window wells (if any), minor repairs approved by the Association, and the removal of snow from the sidewalks and driveway according to guidelines for snow removal adopted by the Association. The Association shall not maintain the well, the water pump, the air conditioning or heating system, the windows (except painting as required), the septic system, or any breaking or cracking of any concrete or asphalt surfaces except in the Common Areas. Owner shall replace and repair any portion of the exterior of their Dwelling Unit which is damaged or in need of repair or replacement and shall maintain those portions of the Dwelling Unit which the Association is not required to maintain, which maintenance by the Owner shall include but is not limited to² replacement and major repair of siding, roofs, plumbing fixtures, septic systems, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical and electrical systems. The Association may at its option notify any Owner of a repair or replacement or any item of maintenance other than those the Association must provide which is needed on the exterior of the Dwelling Unit or on the Homesite and in the event the Owner does not maintain, repair or replace that item within thirty (30) days after such notice is given by the Association, the Association may maintain, repair or replace that item at its expense and charge the cost thereof to the Owner as an additional Common Expense.

- 14. **Owner's Obligation of Interior Maintenance, Repair, Insurance and Replacement.** Each Owner shall promptly furnish, perform and be responsible for at the Owner's expense the repair, maintenance, replacement and decoration of the interior of their Dwelling Unit, and must maintain insurance on the Owner's Dwelling Unit and contents. The Association does not provide or pay for any insurance coverage over a Homesite, Dwelling Unit or contents of the same, such insurance being the Owner's sole responsibility.
- 15. **Maintenance of the Common Areas.** The Association shall provide maintenance, replacement and repair services for all Common Areas and all improvements to the Common Areas. Such expense shall be a Common Expense.
- 16. **Assessments.** Assessments and payment of assessments shall be as follows:
 - (a) Annual Accounting. Annually after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished each Member a financial statement prepared by the accountant or accounting firm then serving the Association, which statement shall show all receipts and

¹ See 1. In SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF KNOLLWOOD PARK VILLAS in this document.

² Insert the following – *“painting of the exterior surface of Owner's Dwelling Unit which was originally painted when the Dwelling Unit was constructed by using paint and color approved by the Association and with the painting itself being performed in a good quality manner which is satisfactory to the Association, which painting must occur no less frequently than once every six (6) years;”*

See 1. In SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF KNOLLWOOD PARK VILLAS in this document.

expenses received, incurred and paid during the preceding calendar or fiscal year and all income of the Association during that same year.

- (b) Proposed Annual Budget. Annually, at least ten (10) days before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar or fiscal year estimating the total amount of the Common Expenses for the ensuing year and the amount of each Owner's regular assessment and maintenance assessment for that year, a copy of which shall be provided to each Member at least one week prior to the annual meeting. After the Turnover Date occurs, the annual budget shall be submitted to the Members at the annual meeting of the Association for adoption, and if so adopted, shall be the basis for the Regular Assessments and maintenance assessments (hereinafter defined) for the ensuing and regular fiscal year. At the annual meeting of the Members, the budget shall be approved in whole or in part or may be amended in whole or in part by a majority of the votes cast, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

The annual budget, the Regular Assessment, the Maintenance Assessment and any Special Assessments shall be established using generally accepted accounting principles applied on a consistent basis. The Association may provide for a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and a reserve for painting expense³ and other anticipated expenses if the Board of Directors and Members of the Association deem the same is appropriate and necessary. Any delay or failure by the Board of Directors to prepare a proposed annual budget and to provide the same to the Members shall not constitute a waiver or release in any manner of the obligations of each Owner to pay the Common Expenses as herein provided. Declarant may at its option supplement the annual budget with its funds from time to time but shall not be required to do so or to pay at any time more than its portion of the Common Expense based upon the Homesites it owns. Payments to the Association by Declarant in excess of amounts it is required to pay as an Owner shall not obligate Declarant to make any such additional payments.

- (c) Regular Assessments, Maintenance Assessments and Special Assessments. After the Turnover Date occurs, the annual budget as adopted shall be used to establish the amount of the Regular Assessment for each Homesite based on those expenses for the next fiscal year which are for services provided to each Homesite in the Property.

Prior to the Turnover Date occurring, the amount of all Regular, Maintenance and Special Assessments shall be established by the Board of Directors and shall be payable and enforceable as set forth herein. The Regular Assessment shall be based upon a budget prepared by the Board of Directors and provided to each Owner prior to the date the first installment of that assessment is due to be paid. The annual budget shall contain the proposed Regular Assessment on each Homesite which shall be the same amount for each Homesite whether or not the Homesite has a Dwelling Unit located on it or is otherwise improved.

The annual budget shall also include a listing by Homesite of the Maintenance Assessments for each Homesite on which a Dwelling Unit has been built based upon the estimated expense of maintenance to be provided by the Association during the next year for each Homesite as set forth in this Declaration.

³ See 2. in SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTRIONS OF KNOLLWOOD PARK VILLAS in this document.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of the Regular and Maintenance Assessments against that Owner's Homesite (which Regular Assessment and Maintenance Assessment and any Special Assessment are herein referred to collectively as the "Assessment"). The Assessment against each Homesite shall be paid by the Owner of that Homesite in advance in equal monthly installments commencing on the first day of January of such calendar year and on the first day of each calendar month thereafter, through and including the following December 1. Payment of the monthly installments of the Assessments shall be made to the Association at the address provided by the Association to each Owner. The Assessment for the year shall become a lien on each Lot as of January 1 of each calendar year. The above dates of assessment and payment may be changed by the Board of Directors through rules and regulations or provisions in By-Laws without amending this Declaration, and either the Regular Assessment or Maintenance Assessment or both of them may be made payable in one or any other number of installments rather than in monthly installments.

- (d) Special Assessments. From time to time Common Expenses or other expenses of the Association of an unusual or extraordinary nature or not otherwise anticipated or included in the Annual Budget may arise or be deemed necessary to incur by the Board of Directors. In such event the Board of Directors is authorized to adopt a resolution to make such expenditures and shall have the full right, power and authority to make a Special Assessment of equal amount upon each Homesite to pay that expense, without a meeting or approval of Owners, which Special Assessment shall become a lien on such Homesite, after approval of such resolution by the Board of Directors at a special or annual meeting called in accordance with the By-Laws.
- (e) Failure of Owner to Pay Assessments. No Owner may become exempt from paying Assessments and Special Assessments or from contributing towards the Common Expenses or any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Area or by abandonment of the Owner's Homesite. Each Owner shall be personally liable for the payment of all Assessments and by accepting delivery of a deed to a Homesite agrees to this provision and other provisions of this Declaration. Where the Owner constitutes more than one person, liability for Assessments shall be joint and several. Assessments or any installments thereof which are not paid when due shall bear interest on a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest, and file a written Notice of Lien against the Owner's Homesite in the office of the Recorder of St. Joseph County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection. Any Member who is delinquent in paying any assessment may not vote on any Association matter during the period such payment is delinquent. In any action to foreclose the lien, the Owner and any occupant of Dwelling Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Homesite and Dwelling Unit and the Association shall be entitled to the appointment of a receiver for the purpose of preserving the Homesite and Dwelling Unit and to collect the rentals and other profits there from for the benefit of the Association to be applied towards payment of the Assessment. In any action to recover any Assessments, the Association may also recover its reasonable

attorney's fees, title expenses and costs of collection and interest from the date said Assessments became a lien on the Homesite as set forth in this paragraph until paid in full.

- (f) **Subordination of Assessment Lien to Mortgage.** Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws, any sale or transfer of a Homesite to an Institutional Lender pursuant to a foreclosure of its mortgage or conveyance in lieu thereof or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Assessment as to any installments which became due prior to such sale, transfer or conveyance, provided, however, that the extinguishment of such lien does not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Homesite and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof from liability for any installments of Assessments thereafter becoming due or from the lien therefor. Any unpaid Assessments, the lien of which has been divested as aforesaid and expenses related thereto shall be deemed to be a Common Expense.
- (g) **Notice of Unpaid Assessments.** The Association shall, upon the request of an Institutional Lender or purchaser who has a contractual right to purchase a Homesite, furnish a statement setting forth the amount of the unpaid Assessments against the Homesite, which statement shall be binding upon the Association and the Members.

17. **Exterior Design and Landscaping Design.** The exterior design of each Dwelling Unit must be prepared by a designer designated by Declarant and the Landscaping Plan for each Homesite must be prepared or approved by a landscape designer designated by Declarant. Each Homesite must have an irrigation system which complies with Declarant's specifications and is installed by a designated contractor. The landscaping, irrigation system, septic system, Dwelling Unit and all other improvements on the Homesite must be constructed by or under the supervision of a contractor who is on a list of contractors approved by Declarant. Each Owner and any successor in interest and assigns hereby releases Declarant and its successors in interest from any claim, action or cause of action it may have arising from the selection of the builder or design of the Dwelling Unit, landscaping or any other portion of the Homesite.
18. **Fences.** No perimeter fencing of any type, including but not limited to hedges and other "growing fences", chain link fences, split rail fences or any other kinds of fences are permitted on a Homesite, except as may be approved in advance in writing by the Committee.
19. **Leases.** No leases of any Dwelling Units may be entered into without the prior approval of the Association and no such lease may have a duration of longer than one year.
20. **Architectural Control Committee.** In order to maintain harmonious structural design, no Dwelling Unit may be erected on any Homesite and no landscaping may be installed, unless and until the plans and specifications for the Dwelling Unit and landscaping have been approved in writing by the Knollwood Park Villas Architectural Control Committee. There is hereby created the Knollwood Park Villas Architectural Control Committee ("Committee") which shall consist of three (3) persons appointed by the Declarant or its successors and assigns who shall serve until they are removed by the Declarant or have resigned. This Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Declarant shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all Dwelling Units and the Landscaping Plan for each Homesite in the Property. No construction shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be

entirely within its discretion. The authority of the Committee shall expire fifteen (15) years after the date of the recording of the Plat on which the affected Homesite is located.

21. **Land Use and Building Type.**

- (a) Dwelling Unit. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Homesite other than one single-family dwelling not to exceed two and one-half (2½) stories in height and an attached garage for not more than three (3) cars; exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee.
- (b) Home Occupations. No Homesite shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is:
 - (i) No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a Dwelling Unit;
 - (ii) No commodity sold upon the Homesite;
 - (iii) No person employed other than a member of the immediate family residing on the Homesite; and
 - (iv) No mechanical or electrical equipment is used, provided that, in no event shall a barber shop, styling salon, beauty parlor, tearoom, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

22. **Architectural Control.** No Building or other structure shall be erected, constructed, placed, maintained, or altered on any Homesite, nor shall the natural topography or drainage of any Homesite be altered, until the construction plans for the structure or for the topographical alterations and the Landscaping Plan have been approved by the Committee. The exterior design and Landscaping Plan must have the prior approval of the designer designated by Declarant before the same may be presented for approval by the Committee and before the Committee may approve the same. The plans must show floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations and all details regarding landscaping. Two (2) sets of complete plans must be submitted. One (1) will be retained in the Declarant's office and one will be returned to the builder. The Committee's approval or disapproval as required in this Declaration shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Homesite, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Declarant, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any structure erected according to such plans or any drainage, well or septic system problems resulting therefrom. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that the party making the submission will not bring any action or suit against the Committee or the Declarant to recover any damages or to require the Committee or the Declarant to take, or refrain from taking, any action. All rights of copyright in any plans or specifications or design are waived by

the submission to the Committee. Neither the submission of any complete sets of plans to the Declarant's office for review by the Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Homesite owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. Each Owner agrees that the strict enforcement of this Declaration is necessary to maintain consistent quality in the Property.

23. Dwelling Unit Size.

(a) General Restrictions. No Dwelling Unit shall be permitted on any Homesite with a living floor area of the main structure, exclusive of porches, (whether one or two story and whether screened or not), basements, walk-out basement or lower levels and garages, of less than the following number of square feet for the following types of Dwelling Units. Declarant reserves the right to change these specifications in supplemental plats for portions of the Exhibit "B" property which may be made subject to this Declaration when such Plats are placed of record, but any such change would apply only to the real property described in that supplemental plat. The minimum square footage for Dwelling Units on the Property described on Exhibit "A" will be the following:

| <i>Type of Dwelling Unit</i> | <i>Minimum Square Footage</i> | <i>Minimum Square Footage – 1st Floor</i> |
|----------------------------------|---|--|
| Ranch Style | 1,500 square feet | 1,500 square feet |
| 2 story | 1,700 square feet | 1,000 square feet |
| 1½ story, Bi-Level and Tri-Level | 1,900 square feet (permitted only on specified terrain) | 1,000 square feet |

(b) Garages. All Dwelling Units must have a full-size attached garage which is capable of storing at least two (2) automobiles but not in excess of three (3) automobiles.

24. Building Location. No Dwelling Unit shall be located on any lot nearer to the right-of-way line than the minimum building setback lines as shown on the recorded Plat. Each Dwelling Unit shall be located no nearer than ten (10) feet from any side lot line but shall have a total combined width for the two (2) side yards of not less than twenty (20) feet. No Dwelling Unit shall be located closer than forty (40) feet to any rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the Dwelling Units.

25. Easements. There are strips of ground variable in width, as shown on the Plat, and marked "Easement", reserved for use as roads and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, overland drainage flows subject at all times to the proper authorities and to the easement herein reserved. No permanent structures shall be erected or maintained upon said strip of land except as noted in this Declaration. No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of overland storm drainage runoff, but owners of Homesites in this Property shall take their titles subject to the rights of the public utilities. Furthermore, any utility company, in setting utility poles, shall have the right to set anchor poles at any change of direction of their lines. Such anchor poles may be set on any lot line outside the easement and not more than ten (10) feet from the rear line of any Homesite. All utility pedestals and transformers shall be erected on or within five (5) feet of the nearest corner Homesite.

26. **Protective Screening.** Protective screening areas may be established as shown on the recorded Plat and noted as "nonaccess easements". Except as otherwise provided herein regarding street intersection under "Sight Distance at Intersections", plantings shall be retained and maintained throughout the entire length of such areas by the Owner or Owners of the Homesites at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a landscaping or wall or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities. In addition, no screen planting over thirty-six (36) inches high shall be permitted between the building setback line and front lot line on all Homesites, nor within thirty (30) feet of the rear lot line on Homesites abutting the golf course.
27. **Nuisances.** No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.
28. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tool shed, storage shed, or other outbuilding of any type or nature shall be used on any Homesite at any time, either temporarily or permanently. No awnings shall be permitted without the Architectural Review Committee approval and no hanging of laundry, rugs, or other items outside the Dwelling Unit is permitted.
29. **Tennis Courts and Pools.** No tennis courts or above ground pools shall be permitted. Other swimming pools may be constructed only after prior written approval from the Architectural Review Committee.
30. **Driveways and Chimneys.** No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of Dwelling Units (if any) may be a minimum of eight (8) feet wide. All fireplace chimneys shall be of masonry construction.
31. **Signs.** No sign of any kind shall be displayed to the public view on any Homesite except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign of any dimension used by builder to advertise during the construction and sales period. There is reserved to the Declarant, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales of lots or structures in said development.
32. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Homesite except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.
33. **Garbage and Refuse Disposal.** No Homesite shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
34. **Completion Date.** Any Dwelling Unit begun must be completed within a period of one (1) year from the date of beginning, or thereafter completely removed. The side, front and rear yards of each Homesite shall be planted with grass seed, sod or ground cover, unless otherwise approved by the Committee, within one hundred and twenty (120) days after the Dwelling Unit is completed, or the Dwelling Unit is occupied as a home, whichever is earlier.
35. **Fuel Storage Tanks.** All oil or fuel storage tanks must be installed underground or concealed within the main structure of the Dwelling Unit, basement or attached garage.

- 36. **Lot Division.** There shall be no subdivision or sale of any Homesite by an Owner for any purpose whatsoever.
- 37. **Lighting.** A dusk-to-dawn electric or gas light of the type approved by the Committee shall be installed by the builder on each Homesite in front of the front building setback line. If electric, such lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

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- 38. **Utilities and Television Antennas.** All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. No outside above-ground television, A.M., F.M., or shortwave radio antennas of any type shall be erected or maintained on any Homesites or structures in this Property. All street or lot lighting shall be situated on posts with no lines visible. To assure the enforcement of this restriction, the Declarant, for itself, its successors, and assigns, does hereby agree:

- (a) To prohibit the erection and use of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable and overhead wires around the perimeter of the Property. Nothing herein should be construed to prohibit street lighting or ornamental yard light if serviced by underground wire or cable.
- (b) To require that the owner of any Dwelling Unit erected on the property install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company.
- (c) To require Owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities.
- (d) To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities.
- (e) To require that the Owner of any Dwelling Unit erected on the Property must pay any cost differential for underground service laterals.

⁴ Insert the following – “(a) **Recreational and Commercial Vehicles.** Recreational vehicles of any kind are prohibited from being used on the golf courses or surrounding areas, other than Knollwood Golf Club vehicles. Snowmobiles are prohibited and any users thereof will be subject to prosecution. No recreational or commercial vehicles of any type or nature, including but not limited to campers, trailers, trucks, boats, all-terrain vehicles or any other recreational or commercial vehicle of any type or nature may be kept in open areas on the Property, whether such open areas are on or off the Homesite of an Owner, including but not limited to the parking of any such vehicles in streets, driveways or other locations anywhere on the Property, its common areas and its streets and roads.”

In FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF KNOLLWOOD PARK VILLAS in this document.

⁵ Insert the following – “(b) **Additional Permanent Structures and Recreational Equipment.** No permanent or temporary structure of any type other than a Dwelling Unit may be placed on a Homesite or attached to any surface of a Dwelling Unit or to any tree, bush or other portion of the landscaping on any Homesite without the prior written approval of the Association, which structures shall include but not be limited to basketball hoops, basketball backboards, nets, and birdhouses. No athletic equipment or other paraphernalia, equipment or article of any type or nature may be left on a Homesite for longer than a period of twenty-four (24) hours without the prior written consent of the Association, which equipment and paraphernalia shall include but not be limited to trampolines, swings, decorative tires, plastic flamingoes, sun balls, and nets.”

See 3. In SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF KNOLLWOOD PARK VILLAS in this document.

39. **Septic Systems.** A sanitary septic system shall be installed at the Owner's expense for each Dwelling Unit. Such septic system shall be of a type and construction and so located on the Homesite as to be approved in writing by the appropriate regulatory agency having jurisdiction over the same as required in St. Joseph County, Indiana. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this Property except as may be approved by the St. Joseph County Department of Health.
40. **Fires.** No fire shall be permitted to burn upon any street or roadway in this Property.
41. **Amendment of Covenants.** It is expressly provided that the Declarant, its successors, or assigns, shall have the exclusive right until the Turnover Date to amend any or all of the restrictions or covenants herein contained subject to paragraph 46 herein. Such amendment shall be evidenced by the recording of a written amendment signed by Declarant and duly acknowledged before a Notary Public and recorded in the Office of the Recorder of St. Joseph County, Indiana, and shall become effective upon such recording. After the Turnover Date this Declaration may be amended at any time by the recording of such amendment executed by the Owners of not less than seventy-five percent (75%) of the Homesites in the Property.
42. **Duration of Covenants.** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2000, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then Owners of the fee title of not less than seventy-five percent (75%) of the Homesites covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.
43. **Separability of Covenants.** Invalidity of any one of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.
44. **Enforcement of Covenants.** The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any Dwelling Unit, is hereby vested in each Owner of a Homesite in the Property in the Association, its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title to any of the Homesites hereinbefore described, Association, its successors and assigns, or the Declarant, to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Association, or the Declarant should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including but not limited to reasonable attorneys' fees, expense of removing or altering any Homesite which violates this Declaration and any other related expense shall be paid by the Owner of such Homesite against whom such enforcement action is brought, and any such expense shall become a Special Assessment against that Homesite and be enforceable in the same manner as is provided in this Declaration for other assessments.
45. **Notice.** Any notice required to be sent to any Member, Owner or the Declarant under the provisions of this Declaration, the Articles of Incorporation or the By-Laws shall be deemed to have been properly sent and given when mailed by United States Mail, postage prepaid, by certified mail, return receipt requested, postage prepaid, to Declarant at: 51013 Gumwood Road, Granger, Indiana 46530, or the address of Declarant's Resident Agent, and to any Owner at the address of the Homesite.
46. **Protection Provisions for the Benefit of Institutional Lenders.** Anything to the contrary in this Declaration or the Articles of Incorporation, By-Laws or Rules and Regulations of the

Association notwithstanding, the following shall apply with respect to each Institutional Lender who holds a first mortgage on any Lot.

- (a) The prior written approval of each such Institutional Lender is required for the following events:
 - (i) Any material amendment to the Declaration or to the Articles of Incorporation or By-laws of the Association, which materially and adversely affects the priority of the lien or value of the security encumbered by its mortgage; and
 - (ii) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Subdivision.
- (b) No portion of any Homesite in the Property may be partitioned, subdivided or dedicated without the prior written approval of each such Institutional Lender.
- (c) Any lien the Association may have on any Homesite for the payment of any Assessments attributable to such Homesite shall be subordinate to any lien for past due and unpaid taxes and the lien or equivalent security interest of any first mortgage on any Homesite recorded prior to the date any such Assessment became due.
- (d) Any such Institutional Lender shall upon request, be entitled to:
 - (i) inspect the books and records of the Association during normal business hours;
 - (ii) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of Association;
 - (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and
 - (iv) receive written notice of default in the payment of any installment of Assessments on a Homesite subject to its mortgage.
- (e) Any Institutional Lender who obtains title to any Homesite as a result of foreclosure of a first mortgage on any Homesite recorded prior to the date any assessment became due, or by deed or assignment in lieu of foreclosure, or any purchaser in such a foreclosure sale (pursuant to such mortgage), or their respective successors and assigns, is not liable for the share of Assessments or other assessments by the Association pertaining to such Homesite or chargeable to the former Owner which became due prior to such acquisition of title. Such unpaid share of Assessments shall be deemed to be collectible from all of the remaining Owners including such acquirer, any successors and assigns.
- (f) In the event of substantial damage to or destruction of any Dwelling Unit or any part of the Common Area, any Institutional Lender which may be affected shall be entitled to timely written notice from the Association of any such damage or destruction. No Owner or other party shall have priority over such Institutional Lender with respect to the distribution of any insurance proceeds allocable to such Homesite.
- (g) If any Dwelling Unit or portion thereof, or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a first mortgage on a Homesite so affected is entitled to timely written notice from the Association of any such proceeding or proposed acquisition and no Owner or other party shall have priority over such Institutional Lender with respect to the distribution allocable to such Homesite of the proceeds of any award or settlement.

- (h) Any management agreement for the Subdivision will be terminable by the Association with or without cause upon ninety (90) days prior written notice thereof, and the term of any such agreement shall not exceed three (3) years.
- (i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of any Assessment with respect to any Homesite, either regular or special, any Institutional Lender holding a mortgage which encumbers such Homesite shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

47. **Representations of Declarant as to Construction of Streets.** Declarant represents, by execution of this Declaration, that it shall construct private streets serving each Homesite and providing access for each Homesite to public streets, and that such private streets shall be built to standards applicable to streets and highways maintained by the St. Joseph County Highway Department and which are acceptable to that department.

ADAMS ROAD DEVELOPMENT CORP.

BY _____
David A. Eckrich, President

ATTEST:

Betty J. Babcock, Secretary

DECLARATION OF COVENANTS AND RESTRICTIONS
OF KNOLLWOOD PARK VILLAS – SECTIONS 2 & 3

This Declaration made this 16th day of April, 1985, by ADAMS ROAD DEVELOPMENT CORP., an Indiana corporation, (Declarant), as to Sections Two and Three of Knollwood Park Villas, a subdivision located in St. Joseph County, Indiana, with the legal description and lot numbers of lots included in of Sections Two and Three of said subdivision being attached hereto and made a part hereof as Exhibit "A".

Declarant is the owner of all of the real estate in Sections Two and Three of Knollwood Park Villas (Exhibit A) and hereby dedicates said real estate and subjects the same to the covenants, provisions, agreements, easements, restrictions, limitations and charges which are set forth in a certain document entitled "Declaration of Covenants and Restrictions of Knollwood Park Villas", which instrument was recorded in the records of the Recorder of St. Joseph County, Indiana, on June 1, 1984, as Instrument No. 8410352. Each and every provision of the aforesaid Declaration recorded on June 1, 1984 shall be applicable to Sections Two and Three of Knollwood Park Villas effective on the date this instrument is recorded in the records of the St. Joseph County Recorder.

IN WITNESS WHEREOF, the undersigned executed and delivered this Declaration of Covenants and Restrictions of Knollwood Park Villas, Sections Two and Three, this 16th day of April, 1985.

ADAMS ROAD DEVELOPMENT CORP.


David A. Eckrich, President

ATTEST:



Betty J. Babcock, Secretary

FILED FOR RECORD
INDIANA
ST. JOSEPH CO.
APR 18 1 40 PM '85
RECORDER
WANDA A. NOWAK
FILM NO.

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, this 16th day of April, 1985, personally appeared David A. Eckrich and Betty J. Babcock, known to me to be the President and Secretary, respectively, of Adams Road Development Corp., an Indiana corporation, and acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions of Knollwood Park Villas, Sections Two and Three, for and on behalf of said corporation and that they are authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



**Bruce R. Bancroft Notary Public
and a resident of St. Joseph
County, IN**

My commission expires: October 4, 1985
This instrument was prepared by Bruce R. Bancroft, Attorney at Law.

**EXHIBIT A TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF KNOLLWOOD PARK VILLAS – SECTIONS 2 & 3**

Section Two - A part of the Northeast Quarter of Section 16, Township 38 North, Range 3 East of the Second Principal Meridian, Clay Township, St. Joseph County, Indiana, and described as follows: [Section Two]

Commencing from a Harrison Monument at the East Quarter corner of said Section 16, thence North 00° 18' 00" West (bearing assumed) along the East line of said Quarter Section being along the centerline of Gumwood Road) 1705.10 feet; thence North 29° 58' 52" West, 480.00 feet; thence South 00° 18' 00" East, 382.00 feet; thence North 89° 58' 52" West, 765.85 feet to the point of beginning; thence continuing North 89° 58' 52" West, 400.60 feet; thence North 00° 01' 08" East, 180.00 feet; thence South 89° 58-52" East, 60.48 feet; thence Northeasterly 29.85 feet along a curve to the left having a radius of 19.00 feet, subtended by a chord having a bearing of North 45° 01' 08" East and a chord length of 26.27 feet; thence North 00° 01' 08" East, 88.00 feet; thence South 89° 58' 52" East, 30.00 feet; thence South 00° 01' 08"* West, 7.00 feet; thence South 29° 52' 52" East, 156.74 feet; thence North 15° 02' 03" West, 129.44 feet; thence South 89° 58' 52" East, 120.08 feet; thence South 08° 25' 27" East, 164.60 feet; thence Northeasterly 23.89 feet along a segment of a curve having a radius of 260.00 feet; subtended by a chord having a bearing of North 24° 12' 28" East and a chord length of 23.8 feet; thence South 00° 01' 08" West, 244.60 feet to the point of beginning and containing 2.70 acres more or less. The aforescribed tract of land contains 6 lots numbered 16 through 19, 47 and 55, all inclusive.

Section Three - A part of the Northeast Quarter of Section 16, Township 38 North, Range 3 East of the Second Principal Meridian, Clay Township, St. Joseph County, Indiana, and described as follows:

Commencing from a Harrison Monument at the Northwest corner of said Section 16, said point being at the intersection of the centerline of Grape and Adams Roads; thence North 90° 00' 00" East (bearing assumed) along the North line of the Northeast Quarter of said Section 16 (being along the centerline of Adams Road) 552.36 feet; thence South 00:00' 00" West, 45.00 feet to the point of beginning; thence North 90° 00' 00" East, 156.49 feet; thence Northwesterly 14.11 feet along an arc to the left having a radius of 19.00 feet subtended by a chord having a bearing of North 68° 43' 55" West and a chord length of 13.78 feet; thence North 90° 00' 00" East, 68.00 feet; thence Southwesterly 29.25 feet along an arc to the left having a radius of 19.00 feet subtended by a chord having a bearing of South 45° 00' 00" West, and a chord length of 26.87 feet; thence South 00° 00' 00" West, 75.24 feet; thence Southeasterly 11.63 feet along an arc to the left having a radius of 236.58 feet, subtended by a chord having a bearing of South 01° 24' 24" East and a chord length of 11.63 feet; thence North 90° 00' 00" East, 200.18 feet; thence South 50° 29' 08" East, 240.00 feet; thence South 22° 08' 38" West, 288.61 feet; thence South° 18 41' 00" East, 157.60 feet; thence South 38° 18' 52" East 257.99 feet; thence South 15° 02' 03" East, 129.44 feet; thence North 89° 58' 52" West, 156.74 feet; thence North 00° 01' 08" East, 7.00 feet; thence North 29° 58' 52" West, 30.00 feet; thence South 00° 01' 08" West, 88.00 feet; thence Southwesterly 29.25 feet along a curve to the right paving a radius of 19.00 feet, subtended by a chord having a bearing of South 45° 01' 08" West and a chord length of 26.87 feet; thence North 89° 58' 52" West, 60.48 feet thence South 00° 01' 08" West, 180.00 feet; thence North 89° 58' 52" West, 636.40 feet; thence North 00° 08' 08" West, 250.00 feet; thence North 34° 01' 08" East, 512.00 feet; thence North 00° 01' 08" East, 122.00 feet; thence North 37° 28' 52" West, 36.56 feet; thence North 16-30' 32" West, 190.26 feet; thence North 04° 19' 10" West, 270.29 feet to the point of beginning and containing 15.854 acres more or less.

The tract described above contains 34 lots numbered 20 through 46 and 48 through 54 all inclusive.

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ST. JOSEPH CO.
INDIANA
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FILM NO. _____
MARION A. NEWITT
RECORDER

FIRST AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS OF KNOLLWOOD PARK VILLAS

WHEREAS, ADAMS ROAD DEVELOPMENT CORP., an Indiana corporation ("Declarant"), executed a document entitled "Declaration of Covenants and Restrictions of Knollwood Park Villas", hereinafter referred to as the "Declaration", which document was placed of record in the records of the Recorder of St. Joseph County, Indiana on June 1, 1984, as Instrument No. 8410352, and sets forth certain restrictions and covenants pertaining to a certain residential subdivision located in St. Joseph County, Indiana and known as "Knollwood Park Villas"; and WHEREAS, pursuant to paragraph 41 of the Declaration, Declarant makes this as the First Amendment to the Declaration, the "Turnover Date" not having occurred and no consent from any person or entity being required for this amendment, which amendment is as follows:

An additional paragraph is added to the Declaration as paragraph 37(a), which additional paragraph shall be effective retroactively as of the date the Declaration was recorded and shall constitute a restriction and covenant enforceable against the Property described in the Declaration and the other property described on Exhibit "B" attached thereto in the event the same is made subject to this Declaration:

*"37(a) **Recreational and Commercial Vehicles.** Recreational vehicles of any kind are prohibited from being used on the golf courses or surrounding areas, other than Knollwood Golf Club vehicles. Snowmobiles are prohibited and any users thereof will be subject to prosecution. No recreational or commercial vehicles of any type or nature, including but not limited to campers, trailers, trucks, boats, all-terrain vehicles or any other recreational or commercial vehicle of any type or nature may be kept in open areas on the Property, whether such open areas are on or off the Homesite of an Owner, including but not limited to the parking of any such vehicles in streets, driveways or other locations anywhere on the Property, its common areas and its streets and roads."*

Each and every other provision of the Declaration remains in full force and effect and is ratified by Declarant.

IN WITNESS WHEREOF, the undersigned executed and delivered this First Amendment to the Declaration this 22nd day of January, 1987.

ADAMS ROAD DEVELOPMENT CORP.


David A. Eckrich, President

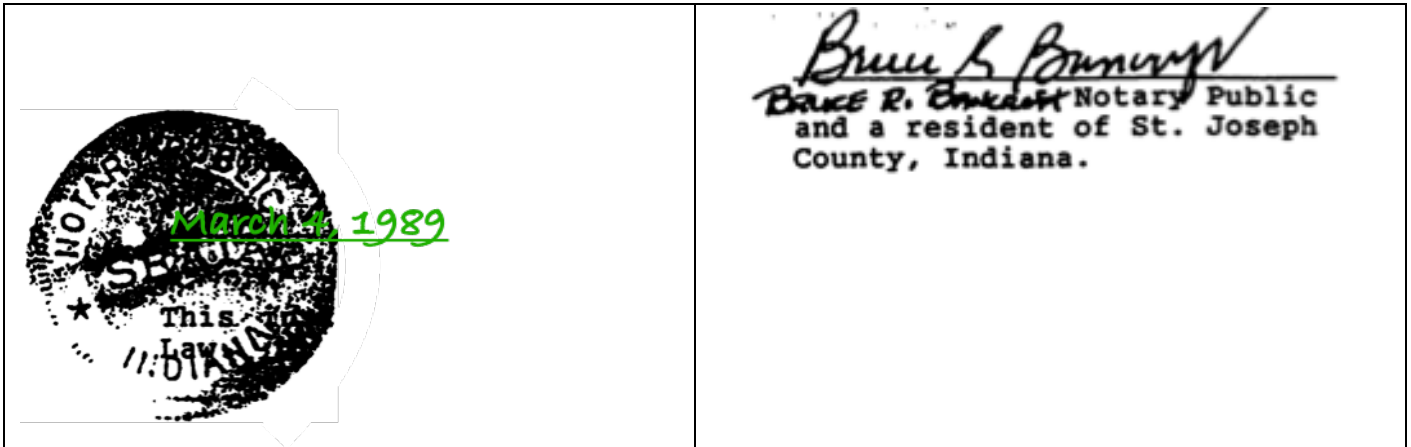
ATTEST:


Betty J. Babcock, Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, this 22nd day of January, 1987, personally appeared David A. Eckrich and Betty J. Babcock, known to me to be the President and Secretary, respectively, of Adams Road Development Corp., and acknowledged the execution of the above and foregoing First Amendment to Declaration of Covenants and Restrictions of Knollwood Park Villas for and on behalf of said corporation and that they are authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



The instrument was prepared by Bruce R. Bancroft, Attorney at Law.

SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
KNOLLWOOD PARK VILLAS

WHEREAS, ADAMS ROAD DEVELOPMENT CORP., an Indiana corporation ("Declarant"), executed a document entitled "Declaration of Covenants and Restrictions of Knollwood Park Villas", hereinafter referred to as the "Declaration", which document was placed of record in the records of the Recorder of St. Joseph County, Indiana on June 1, 1984, as Instrument No. 8410352, and sets forth certain restrictions and covenants pertaining to a certain residential subdivision located in St. Joseph County, Indiana and known as "Knollwood Park Villas";

WHEREAS, pursuant to paragraph 41 of the Declaration, Declarant makes this as the Second Amendment to the Declaration, the "Turnover Date" not having occurred and no consent from any person or entity being required for this amendment;

WHEREAS, the Declaration was amended by the First Amendment thereto on January 22, 1987, which amendment was recorded as Instrument No. 8702580 on January 26, 1987 in the records of the Recorder of St. Joseph County, Indiana; and

WHEREAS, the Declarant makes this Second Amendment to the Declaration as follows:

1. Paragraph 13 of the Declaration is hereby amended by eliminating from that section the words "the painting of any exterior surface which was originally painted when the Dwelling Unit was constructed," and adding in the sentence which immediately follows the above deletion after the words "is not limited to" the following:

"painting of the exterior surface of Owner's Dwelling Unit which was originally painted when the Dwelling Unit was constructed by using paint and color approved by the Association and with the painting itself being performed in a good quality manner which is satisfactory to the Association, which painting must occur no less frequently than once every six (6) years; "

2. Section 16 (b) is amended by removing from that section the following: "and a reserve for painting expense".
3. An additional paragraph is added to the Declaration as paragraph 37(b), which paragraph shall constitute a restrictive covenant enforceable against the Property described in the Declaration and the other property described on Exhibit "B" attached thereto in the event the same is made subject to this Declaration:

37(b) Additional Permanent Structures and Recreational Equipment. *No permanent or temporary structure of any type other than a Dwelling Unit may be placed on a Homesite or attached to any surface of a Dwelling Unit or to any tree, bush or other portion of the landscaping on any Homesite without the prior written approval of the Association, which structures shall include but not be limited to basketball hoops, basketball backboards, nets, and birdhouses. No athletic equipment or other paraphernalia, equipment or article of any type or nature may be left on a Homesite for longer than a period of twenty-four (24) hours without the prior written consent of the Association, which equipment and paraphernalia shall include but not be limited to trampolines, swings, decorative tires, plastic flamingoes, sun balls, and nets.*

Each and every provision of the Declaration as amended remains in full force and effect and is ratified by Declarant.

IN WITNESS WHEREOF, the undersigned executed and delivered this Second Amendment to the Declaration this day of _____ October, 1988.

ADAMS ROAD DEVELOPMENT CORP.

BY _____
David A. Eckrich, President

ATTEST:

Betty J. Babcock, Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David A. Eckrich and Betty J. Babcock, the President and Secretary, respectively, of Adams Road Development Corp., who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this _____ day of _____, 1988.

_____, Notary Public,
Residing in St. Joseph County, IN

My Commission Expires:

**5112K
10/11/88**

CODE OF BY-LAWS OF KNOLLWOOD PARK VILLAS, INC. IDENTIFICATION AND APPLICABILITY OF ARTICLES

Article I – Identification and Applicability

Section 1.01. **Identification and Adoption.** These By-Laws were adopted by the Board of Directors of Knollwood Park Villas Association, Inc. (hereinafter referred to as the "Association") and are written to supplement and operate in conjunction with the Declaration of Covenants and Restrictions of Knollwood Park Villas (Declaration), which Declaration is incorporated herein by reference. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws. Reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association, and in case of conflict between these By-Laws and the Declaration, the terms of the Declaration shall control.

Section 1.02. **Individual Application.** All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person who might use or occupy a Dwelling Unit located within the Property as it presently exists or exists in the future after the recording of additional plats, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and rules and regulations adopted by the association.

Article II – Meetings of Association

Section 2.01. **Purpose of Meetings.** At least annually and at such other times as may be necessary, meetings of the Members shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Assessments, and for such other Purposes as may be required by the Declaration, these By-Laws or the rules and regulations. Provided, however, that until the Turnover Date as defined in paragraph 8 of the Declaration, Declarant shall retain complete control of the Association and no other Members shall have the right to vote on any Association matter. On the Turnover Date and thereafter, Declarant shall relinquish control of the Association and each Member shall have one vote. Declarant shall be required to have no further responsibility over the management or operation of the Association after the Turnover date except to the extent it has responsibility as an Owner.

Section 2.02⁶. **Annual Meetings.** The annual meeting of the Members shall be held on the second Tuesday of November in each calendar year after the Turnover Date. At the annual meeting the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. **Social Meeting.** A special meeting of the Members may be called by resolution of the Board of Directors or upon a written petition of the Members who have not less than a majority of the Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. **Notice and Place of Meetings.** All meetings of the Members of the Association shall be held at any suitable place in St. Joseph County, Indiana, as may be designated by the

⁶ Replace with "**Annual Meetings.** The annual meeting of the Members shall be held in September in each calendar year on a date to be approved by the Board of Directors, with written notification delivered or mailed to the Members at least 30 days prior to the meeting date. At the annual meeting the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting."

See SECOND AMENDMENT TO CODE OF BY-LAWS OF KNOLLWOOD PARK VILLAS, INC.

Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Member and, if applicable, to any Institutional Lender not less than Fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Members at their addresses as they appear upon the records of the Association 14 days prior to the date of said meeting and to the Institutional Lender at its address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting. Notice may be waived by any Member in writing.

Section 2.05. **Voting**

- (a) **Number of Votes.** To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner of a Homesite shall after the Turnover Date be entitled to cast One (1) vote unless that Owner is delinquent in making any payment of any assessment, in which case that Owner shall have no vote until all assessments are paid.
- (b) **Multiple Owner.** Where the Owner of an Homesite constitutes more than one (1) person, or is a partnership, there shall be only one (1) voting representative entitled to all the Vote allocable to that Homesite. At the time of acquisition of title to a Homesite by a multiple Owner or a partnership, those persons constituting such Owner or the Partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Homesite, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his or her place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his or her right to act as voting representative for the Homesite.
- (c) **Voting by Corporation or Trust.** Where a corporation or trust is a Member or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the Vote to which the corporation is entitled.
- (d) **Proxy.** A Member may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Member shall duly designate his or her attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting. No Member or other person other than Declarant shall be entitled to vote more than one (1) proxy at any meeting.
- (e) **Quorum.** Except where otherwise expressly provided in the Declaration, these By-Laws or the Act, those representing a majority of the Vote in person or by proxy shall constitute a quorum at all meetings. The term "majority of Members" or "majority of Vote", as used in these By-Laws, shall mean the Members entitled to not less than Fifty-One Percent (51%) of the Votes of all Members.
- (f) **Conduct of Meeting.** The Chairman of the meeting shall be the President of the Association or Vice President in the absence of the President. The Chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:
 - (1) **Reading of Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
 - (2) **Treasurer's Report.** The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the

Members concerning the Assessments and financial reports for the prior year and the proposed budget for the next fiscal year.

- (3) Budget. The proposed budget for the next fiscal year shall be presented to the Owners for approval or amendment.
- (4) Election of Board of Directors. Nominations for the Board of Directors may be made by any Member from these persons eligible to serve. The ballot shall contain the name of each person nominated to serve as a Board member. Each Member may cast the total number of votes to which the Member is entitled for as many nominees as are to be elected; however, the Member shall not be entitled to cumulate his or her votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign their ballot.
- (5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least Ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the Vote.
- (6) Adjournments.

Article III – Board of Directors

Section 3.01. **Definition.** The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of Five (5) persons. Except for the initial Board of Directors, which shall be selected by Declarant, each member of the Board of Directors shall be a person entitled to cast a vote in the Association.

Section 3.02. **Initial Board of Directors.** The initial Board of Directors shall be appointed and may be removed solely by Declarant and may be only a single person as determined by Declarant in Declarant's sole discretion. The initial Board of Directors shall serve until the Turnover Date. A Board of Directors of the Association elected by the members of the Association at a meeting called for that purpose shall assume office upon the Turnover Date. Thereafter, there shall be at least an annual meeting of the members and Board of Directors.

Section 3.02¹⁷. **Term of Board of Directors.** The Directors (other than the initial Board of Directors) shall be elected for a one (1) year term with the term of office of each Director expiring on the annual meeting of the Board of Directors each year. Vacancies shall be filled by the remaining Directors until the next annual or special meeting of Members.

Section 3.03. **Additional Qualifications.** Where a Member consists of more than one person or is a Partnership, corporation, trust or other legal entity, then such Member shall designate a representative to serve in behalf of that Member. Any vacancy or vacancies occurring in the Board prior to the end of a Director's term shall be filled by a vote of a majority of the remaining Directors, except for the initial Board of Directors whose vacancies shall be filled by Declarant.

Section 3.04. **Removal of Director.** A Director or Directors may be removed with or without cause by vote of a majority of the Members in attendance at a special meeting of the Members duly

¹⁷ Replace with "**Term of Board of Directors.** The Directors (other than the initial Board of Directors) shall be elected for a three (3) year term with the term of no more than two Directors expiring in the same year. After the Turnover Date, Directors shall be elected for the following terms: two (2) Directors for a term of three (3) years; two (2) Directors for a term of two (2) years; and one (1) Director for a term of one (1) year.

The term of office of each Director shall expire on the date of the annual meeting of the Board of Directors each year. Vacancies in the Board of Directors between annual meetings of the Board of Directors shall be filled by the remaining Directors until the next annual or special meeting of Members."

See FIRST AMENDMENT TO CODE OF BY-LAWS OF KNOLLWOOD PARK VILLAS, INC.

called and constituted. In such case, his or her successor shall be elected at the same meeting from eligible Members nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Members or until his or her successor is duly elected and qualified.

Section 3.05. Duties of Directors. The Board of Directors shall provide for the administration of the Association, the maintenance, upkeep and replacement of the Common Areas and Homesites as set forth in the Declaration, the collection and disbursement of the Assessments and other duties delegated to the Association in the Declaration.

Section 3.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to purchase for the benefit of the Members such equipment, materials, labor and services to perform the duties of the Association as may be necessary in the judgment of the Board of Directors, including the use of Declarant's employees for such purposes if deemed appropriate;
- (c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Property;
- (d) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom, approving payment vouchers submitted for all expenses incurred and bills submitted, which vouchers shall be approved by the President and Treasurer of the Board each month in writing;
- (e) to open and maintain a bank account or accounts in the name of the Association;
- (f) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property, which rules shall be adopted at regular or special meetings of the Board with notice posted advance to advise Members that such matters are under consideration;
- (g) employment and discharge of personnel necessary for maintenance, repair and replacement of the Common Areas and facilities and portions of Homesites as required by the Declaration, which duties may be delegated to a building manager.

Section 3.07. Limitation of Board Actions. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$10,000.00 without obtaining the prior approval of a majority of Members, except in the following cases:

- (a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.08. Compensation. No Director shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a majority of the Owners.

Section 3.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall

give notice of regular meetings of the Board of each Director personally or by United States mail at least Five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least Three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within St. Joseph County, Indiana, as shall be designated in the notice. Action may also be taken by the Directors pursuant to a meeting by telephone or written consent signed by all of the Directors and filed with the minutes of the proceedings of the Board of Directors.

Section 3.10. **Waiver of Notice.** Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.11. **Quorum.** At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of the majority of Directors present at a meeting at which a quorum is present, shall be the decisions of the Board.

Section 3.12. **Non-Liability of Directors.** The Directors shall not be liable to the Members for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Members shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association and that in all matters the Board is acting for and on behalf of the Association. Every contract made by the Board or the Managing Agent on behalf of the Association shall provide that the Board of Directors and the Managing Agent, as the case may be, is acting as agent for the Association and shall have no personal liability thereunder.

Section 3.13. **Additional Indemnity of Directors.** The Association shall indemnify any person, his or her heirs, assigns and legal representatives, made a party to any action, suit or proceeding for any acts or omissions in the course of duties as a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by such persons in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as so which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or conduct outside the scope of his or her duties. The Association shall also reimburse any such Director for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding.

Article IV – Officers

Section 4.01. **Officers of the Association.** The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the

same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. **Election of Officers.** The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. **The President.** The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of President or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Members as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. **The Vice President.** The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed by the Board or by the President.

Section 4.05. **The Secretary.** The Secretary shall be elected from Among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, with the provisions of these By-Laws.

Section 4.06. **The Treasurer.** The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. The Treasurer shall immediately deposit all funds of the Association in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.07. **Assistant Officers.** The Board of Directors may, from time to time, designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board may prescribe.

Article V – Assessments

Section 5.01. **Annual Accounting.** Annually, after the close of each calendar or fiscal year of the Association and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Member a financial statement prepared by the accountant then serving the Association, which expenses received, statement incurred shall show all and paid during receipts and the preceding calendar year.

Section 5.02. **Proposed Annual Budget.** Annually, at least ten (10) days before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and the amount of each Owner's Regular and

Maintenance Assessment, and any reserves which are necessary or required, and furnish a copy of such proposed budget to each Member prior to the annual meeting. After the Turnover Date, the annual budget shall be submitted to the Members at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments and Maintenance Assessments as defined in the Declaration for the ensuing calendar year. After the Turnover Date, at the annual meeting of the Members, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the votes cast at the meeting. Special Assessments may be adopted from time to time by the Board of Directors as set forth in the Declaration.

Article VI – Amendment to By-Laws

Section 6.01. **By-Laws Amendment.** These By-Laws may be amended by a vote of not less than Seventy-Five Percent (75%) of the votes cast by Members present in person or by proxy at meeting duly called for such purpose after notice to all Members in accordance with these By-Laws. During the time Declarant controls the Board of Directors of Association, (before the Turnover Date occurs), Declarant may make amendments to these By-Laws in order to correct any mistakes therein and to make other amendments which do not materially affect the right of any Members or Institutional Lender. No consent by any Member or Institutional Lender shall be required for any such amendment prior to relinquishment of control by Declarant.

Article VII – Mortgages

Section 7.01. **Notice to Association.** Any Owner who places a first mortgage lien upon his or her Homesite shall notify the Secretary of the Association and provide the name and address of the Institutional Lender. A record of Institutional Lenders shall be maintained by the Secretary and any notice required to be given to them pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Institutional Lenders at the address shown in such record in the time provided.

Section 7.02. **Notice of Unpaid Assessments.** The Association shall, upon request of an Institutional Lender, furnish to it a statement setting forth the amount of the unpaid Regular, Maintenance and Special Assessments against the Homesite, which statement shall be binding upon the Association.

FIRST AMENDMENT TO
CODE OF BY-LAWS OF
KNOLLWOOD PARK VILLAS, INC.

The undersigned, ADAMS ROAD DEVELOPMENT CORP., the Declarant of Knollwood Park Villas, hereby makes the following amendment to the CODE OF BY-LAWS, pursuant to the provisions of Section 6.01 of said by-laws:

Section 3.021 is amended to read as follows:

*Section 3.021. **Term of Board of Directors.** The Directors (other than the initial Board of Directors) shall be elected for a three (3) year term with the term of no more than two Directors expiring in the same year. After the Turnover Date, Directors shall be elected for the following terms: two (2) Directors for a term of three (3) years; two (2) Directors for a term of two (2) years; and one (1) Director for a term of one (1) year.*

The term of office of each Director shall expire on the date of the annual meeting of the Board of Directors each year. Vacancies in the Board of Directors between annual meetings of the Board of Directors shall be filled by the remaining Directors until the next annual or special meeting of Members.

The undersigned, ADAMS ROAD DEVELOPMENT CORP., pursuant to the authority vested under Section 6.01 of the Code of By-Laws, hereby declares that this amendment has been made and officially adopted.

ADAMS ROAD DEVELOPMENT CORP.

Date: _____

David A. Eckrich, President

**5110K
10/11/88**

SECOND AMENDMENT TO
CODE OF BY-LAWS OF
KNOLLWOOD PARK VILLAS, INC.

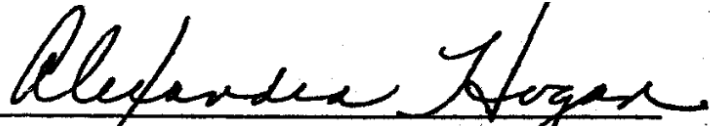
Section 2.02 is amended to read as follows:

*Section 2.02. **Annual Meetings.** The annual meeting of the Members shall be held in September in each calendar year on a date to be approved by the Board of Directors, with written notification delivered or mailed to the Members at least 30 days prior to the meeting date. At the annual meeting the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.*

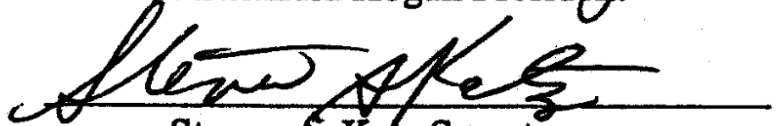
The undersigned declares that the above amendment was proposed and adopted at the Knollwood Park Villas Association Annual Meeting held on September 11, 2001 pursuant to the authority vested under section 6.01 of the code of By-Laws.

Date:

September 11, 2001



Alexandra Hogan President



Steven A. Katz Secretary

11/17/2001

**KNOLLWOOD PARK VILLAS ASSOCIATION, INC.
OFFICIAL RULES**

ORNAMENTS – No statues, flag poles, sculptures, painted trees, bird baths, replicas of animals or persons, or other like objects, except temporary holiday decorations may be affixed to or placed on any lot or building where such object would be visible from any street.

PARKING – No vehicle shall be parked upon the grass or landscaped portion of any lot at any time. On street parking during daylight hours is discouraged. Additionally, no vehicle shall be parked overnight on any street on a regular, recurrent or permanent.

SATELLITE DISHES – All satellite dishes shall be installed as to not be obvious to other property owners, nor where such object would be visible from any street.

SOLAR PANELS – No solar panel or similar device shall be constructed, placed or attached on the roof or other outside portion of the dwelling house nor maintained on any other portion of any lot.

WINDOW TREATMENT – All windows from the exterior shall show white, off-white, or a color compatible with color of the exterior finish of the dwelling. Any disputes regarding color selection or compatibility will be determined by the sole discretion of the Architectural Control Committee and the Board of Directors.

LANDSCAPE MULCH AREAS – Mulched landscape areas surrounding villas shall not be expanded.

ORNAMENTAL RAILINGS/TRELLISES – Ornamental Railings/Trellises are railings that enclose a small portion the rear yard close to the building itself; for example, an ornamental railing may enclose a rear "personal patio". An ornamental railing may be permitted provided it does not exceed a height of four (4) feet and is constructed of wood. In any event, no ornamental railing shall be constructed or maintained upon any lot until plans for design, color, and exact location of the same have been approved by the Architectural Control Committee and the Board of Directors.

DECKS – Treated lumber, for example, Wolmanized wood shall be approved material for the construction of new decks or the replacement of existing decks. Composite materials will be considered. In any event, no deck shall be constructed or maintained on any lot until the design, color and exact location for the same has been approved by the Architectural Control Committee and the Board of Directors.

The above rules Approved: March 4, 2008

Knollwood Park Villas Association

Board of Directors

VEHICLES – Inoperable vehicles of any type are not to remain on a Homesite driveway or in the street. Motorcycles must be in the garage on a Homesite. A Homesite's garage stalls must be filled with cars or trucks before a car or truck is permitted to be parked overnight on the Homesite driveway. No tarp or other related covering is authorized to be placed on a car or truck parked on a driveway.

The above rule Approved: April 15, 2013

Knollwood Park Villas Association

Board of Directors (Alexandra Hogan, Gawain Stewart, Charles Foster, Harry Winters, Betty Vecchio)

GARAGE SALES – There will be no garage sales within the addition, unless it is intended for all owners, AND approved by the Board.

ESTATE SALES – Estate sales shall be approved by the Board and for not more than two days. Parking shall be limited to one side of the street and there shall be no items for sale displayed outside of the Dwelling.

The above rules Approved: October 28, 2019

Knollwood Park Villas Association

Board of Directors (Tom Felger, Don Monhaut, Ted Obenour, Kim Poovey, Dale Dabrowiak)

KNOLLWOOD PARK VILLAS ASSOCIATION, INC. FREQUENT MAINTENANCE ISSUES

EXTERIOR MODIFICATION REQUEST – Any changes to the exterior of your villa or landscape require completing the Exterior Modification Request (this is a separate one-page document available on KPV's website). This form must be completed and submitted for KPV Board approval before the starting date of the project (this form does *not* have to be completed for the staining of your villa every 6 years or for any *interior* renovations). Several typical outside projects are listed on this form and the completed form can be returned to Jim Johnson either as (1) a pdf attachment to an email, (2) mailed via US Postal Service or (3) put in my paper box (please – do *not* put it in my mailbox). Upon authorizing board signatures and approval date I will return a copy of the signed form to you. If you wish to discuss your project before completing this form feel free to contact me.

RE-STAINING – Must be completed every 6 years using specified stain (see p.5, #13, footnote 2); schedule and stain color set by Architectural Control Committee (ACC). After consulting with the ACC owners have the option of changing to another color among the eight options as long as the new color selected is *not* the same as their immediate neighbors. Please note that the **wood trim, mailbox posts, yard lamp posts, wood or metal garage doors, and service doors** must also be stained. Any warped, cracked or deteriorating cedar siding must also be replaced at this time. The only stain that may be used is **Benjamin Moore Arborcoat Solid Deck and Siding Stain**. The approved supplier is C. E. Lee 1725 N. Ironwood, South Bend, IN, 574-262-6888. Owners may use any contractor (although a list of available contractors can be requested from the ACC). A Staining Completion Form must be completed and returned when staining is finished. Details involving your villa staining are typically mailed (USPS) a year in advance, allowing you ample time to schedule a contractor, since their schedules for a given year fill up rapidly in the spring.

REPAIR/REPLACEMENT ROOFING SHINGLES – When repair or replacement is required, the approved roof shingles for **ALL** villas is **GAF TIMBERLINE** in the **WEATHERED WOOD** color. ACC must pre-approve all replaced roofs.

APPEARANCE OF FRONT ENTRANCE DOORS – Front entrance doors must be maintained in a medium shade of oak or walnut. All other doors (back/side/garage) must be stained with the same Benjamin Moore Arborcoat to match the villa.

MAINTENANCE OF MAILBOX AND YARD LAMP & POST – Must be maintained by villa owner – posts for the mailbox and yard lamp must be checked for deterioration. Check with a Board Member of the Association for costs and installation.

CARE OF TREES ON INDIVIDUAL VILLA LOTS – Each owner shall be responsible for maintaining at the owner's expense any trees located on the owner's Homesite having a trunk diameter of 12 inches (38 inches in circumference) or greater, and shall include but not be limited to pruning and removing any such trees which are dead or unsightly, any fallen limbs, or any unsightly, dead or dangerous portions of such trees. Trees having a trunk diameter smaller than 12 inches (38 inches in circumference) shall be maintained by the Association.

REPLACING WOODEN LANDSCAPE TIMBERS ON VILLA LOTS – The villa owner needs to replace deteriorating landscape timbers with new ones (typically 3"x4" treated timbers of varying length). Interlocking concrete blocks are a longer-term option (although more expensive). Either timbers or concrete blocks should be installed by a qualified contractor.

REPLACING VEHICLE GARAGE DOOR – Garage doors can be either metal or wood, and must be 4 flat panels with no windows and no raised panel design, and stained with the same Benjamin Moore Arborcoat to match the villa.

INSTALLING JACUZZI – a two-to-three person jacuzzi can weigh approximately 3000 pounds when filled with water. It requires a poured concrete foundation and must be located behind the villa. It requires ACC approval before any site planning can be initiated.

REPLACING WINDOWS/PATIO DOORS (also see WINDOW TREATMENT on p. 35) – The overwhelming majority of windows in KPV are dark brown, with the few remaining villas a color that blends with the villa stain. The only approved replacement windows/patio doors are **Anderson, Pella, and Kolbe**. Villa windows are awning, casement or stationary/picture windows. Replacement windows may *not* be double hung windows⁸.

LANDSCAPE MULCH AREAS (also see p. 35) – Mulch is provided by the Association. The villa owner may replace (at owner's expense) the mulch with river rock, of size 1 to 1½ inch. Replacement of edging may be done using either traditional black, plastic edging or an alternative commonly called "concrete borders." The area of landscape mulch areas may not be enlarged. Dead shrubs/bushes/flowers may be replaced with plants of similar size. Try to plant Indiana native plants – the Indiana Native Plant Society has photos at <https://indiananativeplants.org/landscaping/landscape-worthy-indiana-natives/> What not to plant is listed by the Society at <https://indiananativeplants.org/landscaping/what-not-to-plant/>

DISPLAY OF POLITICAL SIGNS – Political signs are not allowed in KPV since (1) access to the property from the outside is controlled by gates, and (2) the common areas, including roads, are privately owned and maintained (Ind. Code § 32-21-13-7).

DISPOSAL OF TREE LIMBS – Small tree limbs that you can collect with a rake may be put in a bundle by your mailbox for pick up by our contracted landscaping service. The villa owner is responsible for removing larger tree limbs that have fallen on their property.

SERVICE FOR GARBAGE AND RECYCLING –Garbage and recycling containers should be kept in garage when not scheduled for pickup. They may be set out at the end of your drive the evening prior to the day of scheduled pickup and returned to your garage after being emptied.

REPLACEMENT OF DRIVEWAYS AND FRONT SIDEWALK – See p. 11, #30 for driveways. Also, front sidewalks must be replaced with concrete, and not painted/coated in such a way that natural appearance/color of the concrete is changed.

IRRIGATION – See p. 12 #4 for irrigation. It helps to know how to set the time of day in your irrigation controller (you'll need a key to open your controller box), since if you do not have a whole house generator the controller's time will have to be reset after a power outage.

EAVESTROUGHS AND GUTTERS – See p.5, #13 for cleaning. When replacing eavestroughs and gutters the color should match as close as possible the current stain of the villa.

WHOLE HOUSE GENERATOR – Needs to be installed either at rear or side of villa. When these run the noise generated is similar to that of a gas-powered push lawn mower.

FRONT DOOR HAND RAILS – Should be made of aluminum (not wood) and brown in color to match villa window.

PARKING – No part of any vehicle (car, truck, SUV, etc.) is allowed to be parked on any grass or lawn surface.

⁸ The only exception to double hung windows is a villa in which double hung windows were installed at the time of original construction.