

PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

For

All lots in Knollwood, Addition A, Sections 1, 2, and 3; Knollwood, Addition B; Knollwood, Addition C, Sections 1,2,3, and 4; Knollwood Addition D; Knollwood Addition E, Sections 1 and 2; Knollwood Addition F, Sections 1,2, and 3; and Knollwood Replat of Retention Basin and Recreation Area - Pine Ridge Estates, Section 1

In

St. Joseph County, Indiana

1. PURPOSE and POWER of THIS DOCUMENT. All lots shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot without being written therein. The provisions contained in this document are for the mutual benefit and protection of the owners, present or future, of any and all lots; and they shall run with the land and inure to the benefit of and be enforceable by the owner of any lot.

2. DEFINITIONS. As used in these covenants:

- (a) *KHA* means Knollwood Homeowners Association, Inc., its successors or assigns.
- (b) *Board* means the Board of the KHA, its successors or assigns.
- (c) *Owner* means the record owner or owners of a lot. If a lot is owned by more than one person, the signature of one owner shall be considered the signature of all owners for purposes of voting.
- (d) *KACC* means Knollwood Architectural Control Committee.
- (e) *Lots* means the lots listed in the Knollwood Additions and Pine Ridge Estates
- (f) *Covenants* means protective restrictions, covenants, limitations and easements for the Knollwood plat defined in Definition G.
- (g) *Plat* means the plat of lots in Knollwood, Addition A, Sections 1, 2, and 3; Knollwood, Addition B; Knollwood, Addition C, Sections 1,2,3, and 4; Addition D; Addition E, Sections 1 and 2; Addition F, Sections 1,2, and 3; and Knollwood Replat of Retention Basin and Recreation Area - Pine Ridge Estates, Section 1

3. HOMEOWNERS ASSOCIATION. The official name of the organization is Knollwood Homeowners Association, Inc. (KHA). This corporation exists to promote the general welfare of the property owners in Knollwood and may engage in such other activities that may benefit the public at large or qualify the Association as a not-for-profit corporation or association, as defined in the Internal Revenue Code. The Association may own any land for use by all or less than all lot owners as a common area. Nothing in this paragraph shall be construed to state or imply that the KHA shall have any authority over the operation of the Knollwood golf course, swimming pool, tennis courts, or any related recreational activities, nor shall the KHA have any obligation to support financially any of those operations. The KHA is specifically prohibited from making any assessment for the operation of the Knollwood golf course, swimming pool, tennis courts, or any other related recreational facilities in the Knollwood Additions or Pine Ridge Estates.

(a) Voting Right. Each owner of a lot in Knollwood shall be a member of the Association and shall be entitled to cast one vote as defined above at all meetings for each lot that is owned.

(b) Purpose. The Association is to manage and to support financially all park areas, all street lighting, and all other purposes the membership deems necessary.

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(c) Meetings. The Association shall conduct a meeting at least once each year to organize itself and to elect its officers.

(d) By-Laws. The Association shall adopt By-Laws for its governance.

(e) Dues and Assessments. The KHA may levy and collect dues and assessments. It shall have the authority to impose and collect annual assessments for the operation of street lighting and for the maintenance and improvement of park areas or other common areas. Those assessments shall be levied equally on each lot.

(f) Collection of Fees. Failure to pay the annual dues and/or assessments shall be a violation of these covenants and restrictions. Each January the Association shall bill the owner of each lot for assessments or annual dues. These are due and shall be paid within thirty (30) days. All lots shall be subject to the annual dues and assessments. Until they are paid, these dues and assessments shall be a lien in favor of KHA upon the lot against which it is charged. Any person buying or dealing with a lot may rely upon a certificate signed by the President, Treasurer, or Secretary of KHA showing the amount of dues and assessments unpaid as of the date of the certificate. The lien of KHA is subordinate to any first mortgage lien. Any delinquent dues, assessments, or other charges assessed by the KHA shall bear interest at the rate of eight percent (8%) per annum beginning thirty (30) days after they become due and shall be due and payable without relief from valuation and appraisal laws. If an attorney is hired to collect any past due charge assessable hereunder, the lot owner shall also be liable for all costs of collection including attorney's fees.

4. ARCHITECTURAL CONTROL COMMITTEE. The Knollwood Architectural Control Committee (KACC) consists of three (3) persons appointed by the KHA Board. Members of the KACC shall serve until they are replaced by the Board or have resigned. When a vacancy occurs on the Committee, the KHA Board shall appoint a replacement. The KACC shall have authority to approve all plans and specifications for all structures to be erected in the subdivision.

5. ARCHITECTURAL CONTROL.

(a) To maintain harmonious structural design, no building shall be erected, constructed, placed, or altered on any lot, nor shall the topography or drainage of any lot be altered until the construction plans of the structure or the topographical alterations have been approved by the KACC. Committee approval or disapproval as required in these covenants shall be in writing. 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. Two (2) sets of complete prints must be submitted. One (1) will be kept by the KACC and one will be returned to the owner. No changes in approved plans can be made without prior written consent of the KACC. Neither the KACC nor any member of the Committee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans; nor shall they or any of them be responsible or liable for any structural defects in such plan or in any building or structure erected according to such plans or any drainage problems resulting therefrom. All people and entities that submit plans to the KACC agree, by submission of such plans, that they will not bring any action or suit against the Committee or KHA to act or to recover any damages or to require the Committee or KHA to take, or refrain from taking, any action. No construction of any structure shall be started until the Committee has issued its written approval.

(b) Neither the submission of any complete sets of plans for review by the KACC nor the approval of the plans by that Committee shall be deemed to guarantee or require the actual construction of the building

or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the building or structures described in the plans.

6. LAND USE. No lot shall be used for any purpose other than as a single-family residence with the exception that a home occupation may be permitted. A home occupation is defined as follows: The occupation involves only a member of the immediate family living in the dwelling, remains entirely within the dwelling, and requires use of the dwelling that is clearly incidental and secondary to its use as a dwelling, and does not change its character. In addition, the home occupation: (a) has no sign or display that will indicate the building is being used for any purpose other than that of a dwelling; (b) has no commodity sold upon the premises; and (c) has no person employed other than a member of the immediate family that lives on the premises. In no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

7. DWELLING SIZE. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one-single-family dwelling not to exceed two and one-half (2 ½) stories in height. Exceptions may be made to this section only if they are unanimously approved in writing by the KACC.

(a) GENERAL RESTRICTIONS. No dwelling shall be permitted on any lot with a living floor area of the main structure exclusive of one-story open porches and garages of less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	1500 square feet
Tri-Level	1700 square feet (permitted only with
1 ½ Story	1,800 square feet
2 Story and Higher	1,800 square feet
Bi-Level	1,800 square feet (permitted only with specified terrain and

EXCEPT THAT,

in Lots 1 and 2, 9 thru 25, and 36 thru 46, the minimum footage shall be as follows:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	1,700 square feet
1 ½ Story	1,900 square feet
2 Story	2,000 square feet
Tri-Level	2,000 square feet (permitted only with specified terrain and in writing)
Bi-Level	2,000 square feet (permitted only with specified terrain and in writing)

(b) GARAGES. All dwellings must have a full-size attached garage capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles.

(c) SPECIFIC RESTRICTIONS. If a ranch style home is to be erected on Lots Numbered 62, 63, 64, 65, 66, 67, or 68, in Pine Ridge Estates, Section 1, the dwelling must have a living floor area of the main structure exclusive of one-story open porch and garages of at least 1,500 square feet.

8. BUILDING LOCATION. No building 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. A building shall not be located nearer than (8) feet to any side lot line. In addition, a minimum combined width of two (2) side yards must

be at least twenty (20) feet. No dwelling 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 part of the buildings; provided, however, that this shall not be construed as permitting any portion of a building on a lot to encroach upon another lot.

9. EASEMENTS. This plat has strips of ground that vary in width and are marked as "easements." These are reserved for use as roads and for installation of water and sewer mains, poles, ducts, lines and wires, overland drainage flows and to the easement herein reserved. No permanent structures shall be erected or maintained upon the easements except as noted in Paragraph 10. 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 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 lot. All utility pedestals and transformers shall be erected on or within five (5) feet of the nearest corner lot.

10. PROTECTIVE SCREENING.

(a) Protective screening areas are established as shown on the plat and are noted as "non-access easements." These areas are set aside to allow for the establishment of an effective screen for the protection of the residential area. Any screen planting shall be planted and maintained at the owner's expense. No structure except a screen planting, fence, landscaping, wall, utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except to install and maintain screen planting, utilities and drainage facilities.

(b) In addition, no screen planting over thirty-six (36) inches high shall be permitted between the building setback line and front lot line.

11. FENCING.

(a) PERIMETER FENCING. The only perimeter fencing permitted shall be a split rail (two (2) rails high, not to exceed four (4) feet high) as used by the developer throughout the addition unless a written variance from this fence requirement is granted by the KACC prior to the construction of the fence.

(b) PRIVACY FENCE. A privacy fence not more than six (6) feet high may be constructed around a patio adjacent to the home. It must conform to present architectural standards as set by the style of home on that lot and be approved in writing by the KACC before construction of the fence begins.

12. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

13. PROHIBITED STRUCTURES. No trailer, modular home manufactured home, prebuilt home, basement, tent, shack, garage, barn outbuilding or any structure of a temporary character shall be moved onto, assembled or constructed on any lot or used at any time as a residence, either temporarily or permanently.

14. TENNIS COURTS AND POOLS. No tennis courts or above-ground pools shall be permitted.

15. DETACHED BUILDINGS. The construction and placement of any detached storage structures to be used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property must be of a quality construction and must be maintained in attractive and neat appearance and blend with the existing home and be submitted to the KACC for written approval before construction begins. The KACC shall have the authority to require protective screening around these structures.

16. 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 homes (if any) may be a minimum of eight (8) feet wide. All fireplace chimneys shall be of masonry construction.

17. SIGNS. Except for political campaign signs, no sign of any kind shall be displayed on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Political signs must be removed within 24 hours after the election to which they pertain.

18. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot 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.

19. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, weeds or other waste shall be kept only 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.

20. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from intersection of the street property lines extended. The same sight-line limitations shall apply on any lot ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

21. COMPLETION DATE. Any structure begun must be completed within one (1) year from the date of beginning or thereafter completely removed. The side, front and rear yards of each lot shall be planted with grass seed or with sod, unless otherwise approved in writing by the KACC, within one hundred and twenty (120) days after the structure is completed, or the structure is occupied as a home, whichever is earlier.

22. FUEL STORAGE TANKS. All oil or fuel storage tanks must be installed underground or concealed within the main structure of the dwelling, basement or attached garage.

23. LOT DIVISION. An owner may not subdivide a lot to build an additional dwelling.

24. LIGHTING. A dusk to dawn light (or gas light) of the type approved by the KACC shall be installed on each lot in front of the front building setback line. If electric, post lights shall be equipped with automatic operators (electric eyes) to provide light from sundown to dawn.

25. RECREATIONAL VEHICLES AND COMMERCIAL VEHICLES. No recreational or commercial vehicles (campers, trailers, trucks, or boats) may be kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner.

26. UTILITIES.

(a) All lines for telephone and all other public utility services, either in the streets or on any lots, shall

be located underground and shall not be visible. All street or lot lighting shall be situated on posts with no lines visible. No outside above-ground television, A.M., F.M. or short wave radio antennas of any type, including but not limited to any type of satellite dish antenna, shall be erected or maintained on any lots or structures in this subdivision except as follows:

(b) A property owner may erect a direct broadcast satellite (DBS) dish that is not more than one meter (39.37") in diameter, an antenna to receive television broadcast service (TVBS) or an antenna designed to receive multichannel multipoint distribution service (MMDS). Any such dish or antenna and its support structure will meet all existing safety codes and laws governing historic preservation. The dish or antenna must be placed to the extent feasible in locations that are not visible from the street or other common property, such as the golf course. Approval of the KACC must be obtained in writing before installing the antenna. The KACC may require the owner at the owner's cost to plant shrubbery screening and to insure that the color of the dish or antenna and installation are harmonious with the landscape and architecture. All satellite dishes and antennae shall be placed on aesthetically pleasing structures.

27. SEWER - SEPTIC SYSTEMS. Until such time as a sanitary sewer system is constructed in the subdivision, or an individual sewage disposal system is approved by the Indiana Health Department, a sanitary septic tank shall be installed for each dwelling erected in the subdivision. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this subdivision.

28. FIRES. No fire shall be permitted to burn upon any street or roadway in this subdivision.

29. DURATIONS OF COVENANTS. The covenants shall remain in effect until revoked or amended.

30. AMENDMENT OF COVENANTS. These covenants may be revoked or amended at any time by a vote of 67 percent of the owners. Any amendment or revocation must be duly recorded.

31. SEPARABILITY OF COVENANTS. Invalidation of any one covenant by judgment of a court of competent jurisdiction shall in no way affect any other covenant.

32. ENFORCEMENT OF COVENANTS. If any person(s) shall violate or attempt to violate any of these covenants, it shall be lawful for any owner and/or the KHA to proceed either in law or in equity, against any such person(s) violating or attempting to violate these covenants. The owner or the KHA shall be entitled to injunctive relief against any violation or attempted violation of the provisions in this document and also damages for any injuries resulting from any violation of them. But there shall be no right of reversion or forfeiture of title resulting from such violation. If the KHA or an owner employs an attorney to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the owner of the lot against whom a successful enforcement action is brought. The KHA or the prevailing owner shall have a lien upon the lot(s) to secure such lot owner's payment of all such costs, including reasonable attorney's fees.

33. EFFECTIVE DATE. These covenants shall be effective upon being recorded in the Office of the Recorder of St. Joseph County, Indiana.

The undersigned certifies that he is the duly elected Secretary of Knollwood Homeowners Association, Inc.; that Knollwood Subdivision has 353 lots; that _____ of the lot owners voted in favor of the foregoing amended Protective Restrictions, Covenants, Limitations and Easements; and nominated him their proxy to sign this certification.

Dated this ____ day of May 1997.

Timothy W. Woods

STATE OF INDIANA)

) SS:

ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Timothy W. Woods, known to me and known to me to be the duly nominated Secretary of the Knollwood Homeowners Association, Inc., who, being first duly sworn, subscribed and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of May 1997.

My Commission Expires:

Notary Public
A resident of St. Joseph County, Indiana

List of Topics in Protective Restrictions with Numbers
(original version)

- 1) Architectural Control Committee
- 2) Land and Use and Building Type (2nd part of Amendment 5 adds in “Home Occupation”)
- 3) Architectural Control (this talks about power of the committee and 2nd part of Amendment was added)
- 4) Dwelling size
 - a) General restrictions
 - b) Garages
 - c) Specific Restrictions
- 5) Building Location
- 6) Easements
- 7) Protective Screening
- 8) Nuisances
- 9) Temporary Structures
- 10) Detached Buildings
- 11) Driveways and Chimneys
- 12) Signs (needs changing)
- 13) Livestock and Poultry
- 14) Garbage and Refuse Disposal
- 15) Sight Distance at Intersections
- 16) Completion date
- 17) Fuel Storage Tanks
- 18) Lot Division
- 19) Lighting
- 20) Recreational Vehicles
- 21) Homeowners Association
- 22) Utilities
- 23) Sewer - Septic Systems
- 24) Voting Requirements (has no title on paragraph)
- 25) Durations of Covenants
- 26) Separability of Covenants
- 27) Enforcement of Covenants
- 28) Effective Date

**List of Topics in Protective Restrictions with Numbers
(Revised List)**

- 1) Purpose and Power of Document
- 2) Definitions
- 3) Homeowners Association
- 4) Architectural Control Committee
- 5) Architectural Control
- 6) Land Use
- 7) Dwelling size
 - a) General restrictions
 - b) Garages
 - c) Specific Restrictions
- 8) Building Location
- 9) Easements
- 10) Protective Screening
- 11a) Perimeter Fencing
- 11b) Privacy Fences
- 12) Nuisances
- 13) Prohibited Structures
- 14) Tennis Courts and Pools
- 15) Detached Buildings
- 16) Driveways and Chimneys
- 17) Signs
- 18) Livestock and Poultry
- 19) Garbage and Refuse Disposal
- 20) Sight Distance at Intersections
- 21) Completion date
- 22) Fuel Storage Tanks
- 23) Lot Division
- 24) Lighting
- 25) Recreational Vehicles
- 26) Utilities
- 27) Sewer - Septic Systems
- 28) Fires
- 29) Durations of Covenants
- 30) Amendment of Covenants
- 31) Separability of Covenants
- 32) Enforcement of Covenants
- 33) Effective Date