

09/11/2012 11:21 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: \$ 61.50
PAGES: 17
By: RW

COVENANTS

FOR

KNOLLWOOD RESIDENTIAL SUBDIVISION
and By Laws
LAWRENCE TOWNSHIP
MARION COUNTY
INDIANA

[Faint handwritten notes]



044079

2012 SEP 11 A 11:09

CLERK OF SUPERIOR COURT
MARION COUNTY ASSESSOR
FILED ENTERED FOR TAXATION
ASSOCIATED WITH ACCEPTANCE
FOR TRANSFER



80005120
TX:40003575

KNOLLWOOD SUBDIVISION COVENANTS

THE UNDERSIGNED, representing the owners of legal title of record of a majority of the owners of KNOLLWOOD, DO HEREBY AGREE to these restrictions and protective covenants, by the adoption of this document which shall, from the date of recording hereof, be the lawful, binding and enforceable RESTRICTION AND PROTECTIVE COVENANTS of the said subdivision. All Covenants adopted herein are not applicable to any building, modification or violations in existence prior to the date of these new covenants, except such pre-existing structures and violations, if any, shall be governed by the original recorded covenants. Said Restrictions and Protective Covenants are as follows.

Article 1 Membership

1.A. Membership Requirements: Each lot owner in Knollwood shall automatically be and become a member of the Knollwood Neighborhood Association, hereinafter known as KNA or the Association, at the time of recording of a proper conveyance and receiving title thereof, and each lot owner agrees to accept membership in the Association and to abide by and be bound by the covenants, bylaws, and rules and regulations lawfully propounded by the Association and maintain membership therein so long as his and/or her lot ownership is retained of record.

*Need
Name
Change*

1.B. Dues: The Association shall have the power to assess each lot owner for annual dues to the Association. The amount of such assessment from annual dues shall be determined according to the Bylaws of the Association annually for each lot in the subdivision. Any assessment not paid within thirty (30) days after its due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen (15%) per annum, or a minimum late charge of five dollars (\$5.00) per lot, whichever is greater. All assessments made by the Association, as herein provided, may be and at the election of the Association shall be, perfected as a lien upon the premises within the subdivision against the party upon whom the assessment is made. Such liens may be perfected and liquidated in accord with the laws of the State of Indiana. In addition, thereto, the Association may sue for and collect all such assessments by taking legal action at law against the owner of the lot any time after the assessment is duly made.

1.C. In addition to the annual assessments authorized above, the KNA may levy a special assessment for the purpose of defraying in whole or in part, the cost for any construction, reconstruction, repair or replacement of any capital improvement for the benefit of Knollwood or for operating deficits which KNA may from time to time, incur, provided, however that any such assessment shall have the consent of a majority of the votes of the Owners, either at the annual meeting, at a special meeting called for such purpose or by action taken without a meeting.

1.D. The KNA as part of its duties and as part of KNA expenses, shall provide for:

- A. Maintenance of the Common Area including but not limited to fertilizing, mowing and replanting when necessary of the grass and trees, and annual maintenance of any other improvements within these areas.
- B. Maintenance of the entry signs and any other development improvements done by KNA.

The Board of KNA may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area, as it deems necessary.

1.E. Failure to Enforce is not Waiver: The failure of any lot owner, or the KNA or its members, successors, or assigns, to enforce any of the bylaws, rules and regulations, restrictions, conditions, covenants, reservations, liens, or charges to which the property or any part thereof is subjected, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien, or charge.

Article 2 Buildings

2.A. Building Standards: It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of design, workmanship, and materials approved and established by the KNA Building Committee. All dwellings shall be constructed in accordance with the applicable Indiana Uniform Building Code and with more restrictive standards that may be required by any other applicable local building codes and those standards and decisions which may be established by the Building Committee. The floor area of the dwelling, exclusive of attached garages, open terraces, porches, and breezeways, shall be a minimum of 2500 square feet. Each dwelling shall have an attached garage for a minimum of two (2) cars.

2.B. Lots: No part of a building or structure shall be located nearer to a property sideline than a distance of seven (7) feet. Where buildings are erected on more than one single lot, this restriction shall apply to the sidelines of the extreme boundary of the multiple lots. No lot may be subdivided.

2.C. Commercial Building Prohibited: No hotel building, boarding house, mercantile or factory building, or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

2.D. Buildings: No building shall be erected, placed, or externally structurally altered on any building plot in this subdivision until the building plans, specifications, and plat plan showing the location of such building have been approved by the Building Committee, composed solely of owners of lots in Knollwood and as set forth in Section 2E below. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. All buildings erected on any lot shall be constructed of materials of good quality suitably adapted for use in the construction of residences and no old building or buildings shall be placed on or moved upon said premises. Detached accessory storage buildings shall be constructed of

materials of the same quality and of similar color with complementary design as that of the principal dwelling and shall be subject to the same requirements as otherwise provided herein for the approval of plans and specifications by the Building Committee as those requirements as to the principal dwelling on each lot. No detached accessory or storage building shall be located nearer to any street right of way line than the principal dwelling.

2.E. Building Committee: The Building Committee shall be formed and have powers as described below:

2.E. (a) Committee Membership: The Building Committee shall be elected and composed of five (5) members. In the event of the death or resignation of any member of the committee prior to the expiration of his term, the remaining members shall by majority vote designate a successor. The owners of record shall, by simple majority of those members voting, elect the members of the committee. Reasonable notice of the meeting at which such vote shall occur shall be given the owners of record of each lot. On projects where Building Committee votes are tied between approved and disapproved, the project will be disapproved without exception

2.E.(b) Powers: It is the purpose of the Building Committee to promote the residential development of Knollwood and to enhance the property values therein; therefore, the Building Committee shall have the right and power to approve or deny plans and specifications submitted as herein required, with due consideration given to the purposes for which the committee is created. No member of the Building Committee having an ownership interest or other financial interest in the property or improvement before the committee for consideration shall be allowed to vote upon the approval or denial of plans and specifications submitted in accordance with the provisions contained herein.

2.E.(b) (i) Approval or Disapproval of Plans: No building, dwelling, fence, fenced enclosure, or other structure or excavation, including accessory buildings, shall be erected, constructed, altered, or maintained upon, under, or above, or moved upon any part of the subdivision, unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, approximate building elevations, and location of each structure upon the lot or any other facts or matters requested by the committee, shall have been submitted and approved by the Building Committee and until a copy of such plans and specification as finally approved by the committee is deposited as permanent record with the Committee. The Building Committee shall have the right to require that all building plans must be pre-approved by a qualified professional as designated by the committee for the purpose of verifying that all relevant building codes are being met. If the committee fails to act upon any plan or matter requiring its approval within 45 days after the plans or specifications have been submitted, approval shall be conclusively presumed and the related covenant(s) shall be deemed to have been fully complied with.

2.E.(b) (ii) Certificate of Compliance: The Building Committee shall upon request, and upon satisfactory completion of the improvements in accordance with the plan and specifications so submitted, issue its certificate of compliance

2.E.(b) (iii) Waiver of Liability: The approval by the Building Committee of any plans and specifications or any other matter requiring its approval as herein provided, shall not be deemed to be a waiver by the committee of its right to withhold approval as to similar or other structures, features, or plans when subsequently submitted for approval in connection with the same or other building site. Neither the committee, nor any member thereof, shall be in any way responsible or liable for any loss or damage or for any error or defect which may or may not be shown on any plans or specifications or any building or structure or work done in accordance with the plans and specifications as submitted, whether or not the same has been approved by the Committee or any member thereof. As members of KNA, petitioners will hold harmless members of the Building Committee for any implied warranty, disapproved petition, and any related matter within the scope of reasonable judgment.

2.E.(b)(iv) Constructive evidence of action by Building Committee: Any title company or person certifying, guaranteeing or insuring title to any building site or improvements thereon, or any lot or parcel in the subdivision or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Building Committee showing compliance, and such certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

2.E. (b) (v) Should a particular project not be approved, the Building Committee as a whole (or a majority thereof) will meet with the petitioner, at the petitioner's request, within 72 hours of disapproval of said request to provide a written explanation of the specific reason(s) for denial. A lot owner shall be entitled to an appeal of this decision by petitioning the lot owners of Knollwood as a whole. This process shall be accomplished in the following manner. The Petitioner/lot owner shall provide all lot owners a copy of the proposed project, a short explanation, and a copy of the Building Committee's written denial, and seek approval by 16 of the lot owners, there being 31 lots in Knollwood. For purposes of this appeal a lot owner may vote only either 1) "approved"; 2) "disapproved"; or 3) "abstain". Lot owners shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the KNA prior to any meeting. In the absence of such advise, the Lot's vote shall be suspended in the event more than one Owner seeks to exercise it. During the appeal, if fewer than 16 lot owners vote "approved" within thirty (30) days, the project is disapproved without exception

Article 3 Land, Streets and Lots

3.A. Streets: The streets are dedicated to the public use.

3.B. Utility Easements: There are strips of ground as shown on the recorded plat and marked "U & D Easement," which are reserved for the use of public utilities, not

including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, subject at all times to the proper authorities and to the easements therein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision are subject to the rights of public utilities; said rights also including the right of ingress and egress, in, to, from, along, across, and through said utility easements.

3.C. Setback Lines: Building setback lines having been established on the plat, no building or structure shall be erected or maintained between the setback lines and the street.

3.D. Buildings: All lots in this subdivision shall be known and designated as residential lots. No building shall be erected, altered, placed, or permitted to remain on any residential lots, herein, other than one detached single-family dwelling, not to exceed two and one-half stories in height, and residential accessory buildings. A dwelling unit as defined in the Indiana Uniform Building Code is any building, or portion thereof, which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation, as required by this code.

3.E. Maintenance of Clear Views for Drivers: No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two and six feet above the street 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 points 25 feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All property owners shall maintain landscape in such a manner as to not obstruct sightlines or limit vehicular travel in proximity to the curb of streets throughout the neighborhood. This would include regular trimming of trees and shrubs protruding or projecting into the street at any elevation. The building committee will regularly inspect and monitor any potential hazard of this nature and will work with homeowners to resolve any issues.

3.F. Driveways: No driveway serving any lot hereon described shall enter or exit onto Sargent Road. All private drives to individual lots shall be paved with permanent solid material. Specifically, gravel and sand are not considered permanent material.

3.G. Parking on the Streets: Except in emergencies, vehicles, including but not limited to cars, trucks, motorcycles, boats, or RV's, may not be parked overnight on the street or for longer extended periods. If an exception is required, a homeowner must obtain an approval from the KNA to permit parking on the street for extended periods.

Article 4 General Covenants

4.A. **Animals:** No farm animals, domestic fowls, or other domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

4.B. **Offensive and Unlawful Activities:** No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.C. **Water and Sewage Requirements:** No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.

4.D. **Commerce:** No commercial or business activities of any type, nature, or kind shall be carried on or permitted within or upon any lot in the subdivision provided, however, that nothing in this paragraph shall prohibit the use of a home office used exclusively by the owners of the lot upon which it is maintained.

4.E. **Signs:** No signs of any kind (excluding street and traffic signs and security company signs) shall be displayed to the public view on any lot, except one standard size sign not in excess of 6 square feet advertising the property for sale or rent.

4.F. **Property Maintenance:** The owner of each lot shall be responsible for the maintenance of the property. It shall be the duty of any person owning or controlling a house or other building or premises, in Knollwood to maintain such premises in a reasonably clean and orderly manner and to a standard conforming to other orderly premises in that vicinity. It shall be a violation of this section to abandon, neglect, or disregard the condition or appearance of any premises so as to permit it to become unclean, with an accumulation of litter or waste thereon, including wastepaper, rags, cans, bottles, boxes, lumber, metal, garbage, or disused or inoperable motor vehicles, trailers or any other machinery, appliances, or furniture thereon, or to allow an unkempt growth of grass, weeds, or other vegetation including trees and shrubs projecting into the street to remain thereon, or to permit the premises to become hazardous, unsightly, unsanitary, obnoxious, a fire hazard, a blight to the vicinity, or offensive to the reasonable senses of the other lot owners in Knollwood. Homeowners found to be in violation of neglect, disregard, or indifference to reasonable maintenance practices will be notified in writing by the Building Committee and afforded a 2 week period to remedy any problem. If after the grace period, the condition is not addressed, the Building Committee or KNA Grounds Committee may contract outside parties to fix the problem and bill the homeowner. These matters will be treated as dues with all similar recourse and remedy.

4.G. **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted upon or in any lot; and no oil

wells, tanks, tunnels, mineral excavations, or shafts shall be constructed, permitted or maintained upon or in any lot. No derrick, or other structure designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted upon any lot. No person may strip, excavate, or otherwise remove soil for sale or use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of buildings or other landscape improvements such as retention walls on such premises.

4.H. Governing Rules, Regulations, Codes & Laws: All lot owners hereby agree to conduct themselves and maintain their property in accordance with all applicable Indiana Statutes, Codes, Ordinances, Rules and Regulations of any applicable governmental entity, specifically, and not limited to, the applicable zoning rules, Indianapolis Municipal Code, Building Code, Plumbing Code, Electrical Code, and Rules of the Metropolitan Development Commission. In the event any governmental agency fails to enforce any applicable rule against any homeowner, each lot owner agrees that the members of KAN, its board of directors, officers successors, or assigns, may seek to enforce said rule, regulation, or code against any lot owner as the courts may allow, whether at law or in equity. Further each lot owner agrees that the failure to enforce any applicable governmental rule or regulation or other covenant shall in no way act as a waiver to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which the property or any part thereof is subjected and shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien, or charge.

4.I. Leasing: No member, successor or assign of KNA or lot owner shall lease any property contained in Knollwood to any other person more than one time per calendar year; and in no event shall any lease allow the subletting of a property contained in Knollwood. Further, any such lease must contain language binding any lessee, or resident of any leased property, to be bound by these covenants.

Article 5 Agreement

5.A. Term: These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them until October 1, 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years. A vote of a majority of the owners of the lots in this subdivision may amend said covenant in whole or in part at any time. Right of enforcement of these covenants is hereby granted to members of KNA, its board of directors, officers, successors or assigns.

5.B. Violations:

5.B. (a) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any or these covenants, restrictions, provisions, or conditions herein, it shall be lawful for KNA or the appropriate governmental entity or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other

Part of the South half of the Southwest quarter and part of the South half of the Southeast quarter of Section 36, in Township 17 North, Range 4 East of Marion County, State of Indiana, more particularly described as follows:

Commencing at the Northwest corner of the South half of the Southwest quarter of said Section 25; running thence S 89°32'46"E and along the North line of said half quarter section; said line also being the North line of Fairwood Hills-Second Section, Part Four and said North line extended as per plat thereof recorded in Plat Book 32 page 118 in the Office of the Recorder of Marion County a distance of 2440.760 feet to the Northeast corner of lot 328 in said Fairwood Hills-Second Section, Part Four; said point being the point of beginning of the real estate described herein; continuing thence S 89°32'46" E along said North line a distance of 243.840 feet to the Northeast corner of said half quarter section; running thence S 89°13'24" E on and along the North line of the South half of the Southeast quarter of said section a distance of 354.100 feet; running thence S 69°52'46" E a distance of 507.694 feet to a point in the centerline of Sargent Road as now located; (the following 3 calls being on and along said centerline); running thence S 15°02'59" W a distance of 1079.320 feet; running thence S 37°40'44" W a distance of 353.330 feet; running thence S 42°59'44" W a distance of 570.390 feet to a point; said point being N 42°59'44" E a distance of 41.20 feet from a point that is N 32°28'59" E a distance of 89.27 feet from the Easternmost corner of Fairwood Hills-First Section, Revised Plat recorded in Plat Book 30, pages 156 thru 159 in the Office of the Recorder of Marion County; running thence N 24°31'15" E a distance of 262.880 feet; running thence N 04°30'31" W a distance of 192.786 feet to a point on a curve concave Northeastwardly having a central angle of 01°25'07" and a radius of 1168.010 feet; running thence Westwardly around said curve an arc distance of .920 feet (said arc being subtended by a chord having a bearing of N 75°59'08" E and a length of 28.919 feet) to the Southernmost corner of Fairwood Hills-Second Section, Part One as per plat thereof recorded in Plat Book 31, pages 358 and 359; (the following calls being on and along the East line of said Fairwood Hills-Second Section, Part One); running thence N 17°24'16" E a distance of 305.180 feet; running thence N 42°23'10" W a distance of 70.000 feet to the Northernmost corner of lot 230 in Fairwood Hills-Second Section, Part One, said point also being the Easternmost corner of lot 336 in the aforementioned Fairwood Hills-Second Section, Part Four; (the following 7 calls being on and along the East line of said Fairwood Hills-Second Section, Part Four); running thence N 75°12'10" E a distance of 175.000 feet to a point on a curve concave Southeastwardly having a central angle of 34°54'24" and a radius of 175.000 feet; said point being S 75°12'10" W from the radius point; said curve; running thence Northerly around said curve an arc distance of 106.616 feet (said arc being subtended by a chord having a bearing of N 02°39'22" E and a length of 104.975 feet); running thence N 20°06'34" E tangent to the last described curve a distance of 16.620 feet to the point of curvature of a curve concave Southeastwardly having a central angle of 41°37'25" and a radius of 150.000 feet; running thence Northeasterly around said curve an arc distance of 108.970 feet (said arc being subtended by a chord having a bearing of 40°55'16" E and length of 106.590 feet); running thence N 00°27'14" E a distance of 238.480 feet to the point of beginning; containing in all 39.040 Acres; subject, however, to all legal highways, rights-of-way and easements of record.