

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KNOLLTON PLACE
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA

The undersigned, THE RYLAND GROUP INC. (sometimes referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the land described in Exhibit A attached, to be known as Knollton Place, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Knollton Place, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions

In the interests of maintaining the character of Knollton Place as a residential subdivision, Developer hereby declares that all lots in Knollton Place, and all present and future owners or occupants thereof, shall be subject to the following use restrictions, which shall run with the land:

1.01. Common Areas. Areas designated on the recorded plat for Knollton Place as "S.L.E." or "Subdivision Landscape Easement" and any other open space lying outside of the designated and numbered lots and rights-of-way, as shown on such plat, are reserved as common areas for enhancement of the appearance of Knollton Place or such other use as may be determined, from time to time, by the Architectural Approval Committee established pursuant to Article 3 hereof (hereinafter referred to as the "Architectural Approval Committee") or by the Owner's Association established pursuant to Article 3 hereof (hereinafter referred to as the "Owner's Association"). No lot owner or any other person shall use or modify the appearance of such common areas or other open space in any manner other than as approved in writing by the Architectural Approval Committee.

1.02. Single Family Residential Use. The numbered lots located within Knollton Place shall be used for detached single-family dwellings in accordance with the present zoning ordinance and classifications of the City of Indianapolis and Marion County, Indiana as applicable to Knollton Place. No lot shall be used for any purpose not presently permitted by the applicable zoning ordinances and classifications without approval of the Architectural Approval Committee. In this regard, no lot owner shall be entitled to seek or petition for any change of presently permitted uses by any change, variance or special exception to the current zoning ordinances and classifications, without approval of the Architectural Approval Committee.

1.03. Size Requirements. Two-story dwellings shall have a minimum of 1,500 square feet of living area exclusive of basements, garages, open porches, and other unheated areas. Single-story dwellings shall have a minimum of 1,400 square feet of living area exclusive of basements, garages, open porches and other unheated areas. Each dwelling shall have an attached

Inst # 1994-0081967

garage with space for not less than two (2) automobiles. Split-level dwellings shall have a minimum of 1,200 square feet on the upper floor. All driveways and vehicle parking areas shall be hard-surfaced with concrete. No asphalt, gravel or stone driveways shall be permitted on any lots except on a temporary basis due to winter weather conditions.

1.04. Design Review and Approval. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Approval Committee.

1.05. Set Back Lines. No structure or any part thereof, other than a fence, hedge, tree, wall, or other enclosure which shall first have been approved as provided in paragraph 1.04 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the City of Indianapolis, Marion County, Indiana and the State of Indiana.

1.06. Use. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.07. Final Improvements. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.04 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.08. Clotheslines. No clotheslines shall be located on any lot.

1.09 Vehicle Storage. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or similar commercial, housing or recreational device, if stored on any said lot, shall be housed within a garage building and no vehicle shall be left parked on any of the public or private streets of Knollton Place. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials.

1.10 Storage. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage shall be used for the storage or accumulation of building materials, waste or refuse; provided, however, that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Approval Committee or its successors and assigns.

1.11. Lawns. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this restriction shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot. Notwithstanding the foregoing, no such portion of any lot shall be used for the planting or maintenance of vegetables and grains thereon.

1.12. Lawn Maintenance. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.13. Burning. No trash burner, outdoor fireplace, or other device expelling gas or smoke, other than grills and interior fireplaces, shall be permitted in Knollton Place.

1.14. Antennas and Satellite Dishes. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or satellite dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.15. Tanks. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground. Any tank or other vessel used for storage or containment of any propane gas, fuel oil, petroleum product or other material or substance which is hazardous, toxic or regulated, shall be installed and maintained and used, together with any of the materials or substances therein, in strict compliance with all statutes, laws, rules and regulations of any federal, state or local governmental authority.

1.16. Animals. 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 purpose, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are properly attended and supervised and not permitted to run loose.

1.17. Signs. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Approval Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.18. Modifications to Common Areas. No lot owner shall impair any easement or modify the landscaping features within any common area without first obtaining the written consents of the Architectural Approval Committee and the lot owner or owners for whose benefit such easement exists.

1.19. Waste Storage. All rubbish, debris (combustible and non-combustible) and garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris (combustible and non-combustible) and garbage may be stored in outside containers if approved by the Architectural Approval Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Owner's Association.

1.20. Wells. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.21. Private Utilities. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Approval Committee, the City of Indianapolis and Marion County and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of

Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Approval Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.22. Drainage. Drainage swales, ditches or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tilled, or otherwise changed without the written permission of the Department of Public Works of the City of Indianapolis, Indiana or the Architectural Approval Committee. Property owners must maintain these swales and ditches as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works of the City of Indianapolis, Indiana or the Architectural Approval Committee. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and any damage resulting therefrom and the cost of remediation to return such swales or ditches to the appropriate condition.

1.23 Enforcement. The Owner's Association shall have the authority to institute an action for injunction to abate any activity in violation of the provisions of the plat for Knollton Place, this Declaration, or any rules or regulations regarding use of lots in Knollton Place established pursuant to this Declaration or to seek mandatory relief for the correction of any damage caused to any common areas and, upon recovery of judgment, shall be entitled to costs of the action, together with reasonable attorneys' fees.

Article 2. Lake Covenants and Restrictions

In addition to the use restrictions contained in Article 1 of this Declaration, Developer hereby declares that all lots in Knollton Place, and all present and future owners or occupants thereof, shall be subject to the following covenants and restrictions relating to the lake and/or storm water detention areas in Knollton Place:

2.01. Lake Areas. The areas marked Drainage Landscape Maintenance Access Easement, D.L.M.A.E. and/or Lake Easement on Lots 14, 15, 16, 21 and 22 as shown on the plat of Knollton Place, Section 1, may include a storm water detention area designed so as generally to retain water and have the appearance of a lake. The areas marked Drainage Landscape Maintenance Access Easement, D.L.M.A.E. and/or Lake Easement on Lots 16, 18, 19 and 20 as shown on the plat of Knollton Place, Section 1, provide access to such storm water detention area to facilitate maintenance, use and enjoyment of such areas.

2.02. Lake Control. No owner of any lot in Knollton Place shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Knollton Place.

2.03. Recreational Use. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. Rules and Regulations. The Owner's Association may from time to time establish rules regarding the use of the lake and related drainage landscape maintenance areas, provided such rules are not in conflict with the rules contained herein, and provided further that such rules are reasonably established to protect the safety and welfare of the residents of Knollton Place and their guests as well as any other person or property in the vicinity of the lake and related drainage landscape maintenance areas and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. Enforcement. The Owner's Association or the Department of Public Works of the City of Indianapolis, Indiana shall have the authority to institute an action for injunction to abate any activity in violation of the provisions of the Plat for Knollton Place, the Declaration of Covenants, Conditions and Restrictions of Knollton Place, or any rules and regulations regarding the use and maintenance of the lake and related drainage landscape maintenance areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

Article 3. Owner's Association and Architectural Approval Committee

Developer hereby establishes an Architectural Approval Committee and declares that it will establish an Owner's Association, in accordance with the following terms and conditions, to carry out the functions set forth in this Declaration:

3.01. Owner's Association. Within thirty (30) days following the Date of Incorporation, as defined herein, Developer shall establish a corporation under the laws of the State of Indiana to be known as Knollton Place Owner's Association, Inc. (the "Owner's Association"). As used herein, the term "Date of Incorporation" shall mean and refer to the date upon which Developer has sold, conveyed and closed on eighty percent (80%) of the lots in Knollton Place. From and after the Date of Incorporation, copies of the Articles of Incorporation and By-Laws for the Owner's Association shall be made available to all existing and any prospective lot owner in Knollton Place. Every owner of a lot in Knollton Place, including Developer, shall be a member of the

Association, which membership shall commence upon such owner's acquisition of title and shall terminate upon the date such owner ceases to hold title to any such lot in Knollton Place. Membership in the Owner's Association shall be appurtenant to the lot giving rise to such membership and shall not be assigned or transferred except as a part of and in connection with conveyance of that lot to a new owner. The Board of Directors for the Owner's Association shall consist of three (3) directors elected for staggered three (3) year terms. The initial Board of Directors shall be appointed by Developer. The Directors so appointed shall serve until the occurrence of the first annual meeting of the Owner's Association at which time the Directors shall be elected by majority vote of all lot owners, including Developer. Each member of the Owner's Association shall be entitled to vote on all matters pertaining to the operation of the Owner's Association in the manner provided in the Articles of Incorporation and By-Laws for the Owner's Association; provided, however, that joint tenants or co-tenants of a single lot shall only be entitled to one (1) collective vote for each lot owned. Until the Date of Incorporation, all the privileges, duties and responsibilities of the Owner's Association shall be exercised by the Architectural Approval Committee. The initial annual meeting of the Owner's Association shall occur within six (6) months following the Date of Incorporation.

3.02. Powers and Duties of Directors. The Board of Directors of the Owner's Association shall have all powers for the conduct of the affairs of the Owner's Association which have been granted to the Owner's Association under this Declaration, the Articles of Incorporation and By-Laws of the Owner's Association.

3.03. Architectural Approval Committee. Promptly following recordation of this Declaration the Developer shall appoint three (3) individuals who shall constitute the initial Architectural Approval Committee for Knollton Place. Each of the initial members of the Architectural Approval Committee shall serve in that capacity until the earlier of (i) replacement by Developer or (ii) the time of the appointment of new members to the Architectural Approval Committee by the Board of Directors of the Owner's Association. Members of the Board of Directors may also be appointed to be members of the Architectural Approval Committee. Those individuals appointed as members of the Architectural Approval Committee by the Board of Directors shall serve until they are replaced by the Board of Directors. Upon the incapacity, resignation or death of a member of the Architectural Approval Committee, such member's successor shall be appointed by the then current Board of Directors of the Owner's Association within six (6) months following such incapacity, resignation or death.

3.04. Plan Review. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to develop Knollton Place as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Approval Committee, or its successors and assigns, may consider the appropriateness of the

improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in Knollton Place as a whole. In this regard, and without in any way limiting the foregoing, all mailboxes and mail box posts shall be of a uniform style, type, design and color as designated by the Architectural Approval Committee and all such mailboxes and mail box posts shall conform at all times to the required uniform style, type and design and color.

3.05. Grading Plan Review. The Architectural Approval Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Approval Committee.

3.06. Plan Submittals. All plans and specifications submitted to the Architectural Approval Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, may be made by submission to the Architectural Approval Committee without the submission of professionally prepared plans and specifications provided, however, that the Architectural Approval Committee reserves the right to require the party proposing any such changes to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.07. Plan Approval. The Architectural Approval Committee's approval or disapproval, whenever required herein shall be in writing, and any determination made by the Architectural Approval Committee in good faith shall be binding on all parties in interest. Neither the Architectural Approval Committee nor any individual member thereof shall have any liability to any lot owner or other third party as a consequence of any good faith approval or failure to approve any submission. If the Architectural Approval Committee shall fail to (i) approve, (ii) disapprove, or (iii) request additional information with respect to any proposed plans and specifications, within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.08. Approval Stamp. Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of Marion County, Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Approval Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN KNOLLTON PLACE HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR/CONSTRUCTION MANAGER FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAN.

KNOLLTON PLACE ARCHITECTURAL APPROVAL COMMITTEE

By: _____

If, in the opinion of the Architectural Approval Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Approval Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Enforcement. The Owner's Association, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Approval Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Owner's Association or their successors and assigns shall not, by reason thereof, be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

3.10. Maintenance. The Owner's Association shall have the right to enter onto any common areas or other open space not contained within a numbered lot, public rights-of-way and landscape easement areas shown on the plat of Knollton Place from time to time as it deems necessary for maintenance purposes, and may participate in the reasonable and proper maintenance of all common areas, open spaces, landscaped areas (including, without limitation, like-kind replacement of any dead or dying trees located within any median or adjacent to any street in the Subdivision) and landscape easement areas located in any other sections of Knollton Place.

The Owner's Association, its contractors and agents shall have the right to enter onto any D.L.M.A.E. (Drainage Landscape Maintenance Access Easement) areas shown on the plat of Knollton Place as it deems necessary or desirable for the purpose of maintaining same or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

3.11. Assessments. In order to provide the funds necessary to pay for the services described in paragraph 3.10, as well as other provisions of this Declaration, the Owner's Association is empowered hereby to levy, assess and collect from each and every lot owner in Knollton Place, except the Developer, such sums as may be necessary to permit the Owner's Association and Architectural Approval Committee to perform their respective obligations hereunder, subject to the limitations set forth in paragraph 4.06. In any vote taken on the matter of levies or assessments, only one vote per lot shall be allowed. Any levies or assessments so approved by the above procedure may be applied to lots owned by the Developer only with the written consent of Developer which written consent shall not be inferred or implied by Developer's execution and recordation of this Declaration. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Owner's Association may cause to be filed with the Marion County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the arrearage provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to any bona fide mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such arrearage as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.12. Expenditures. The Owner's Association has the power to expend its funds on the reasonable care and proper maintenance of the open space, common areas and "easement areas", including without limitation, drainage, utility, sewer, access, maintenance and lake easement areas in Knollton Place, and such other community service approved by a majority of the lot owners in Knollton Place.

Article 4. Other Conditions

4.01. Appurtenance. The covenants, conditions and restrictions set forth in this Declaration shall be taken to be real covenants, conditions and restrictions running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in Knollton Place, and their heirs, executors, administrators, successors and assigns until December 31, 2020, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Remedies. Any violation or attempt to violate any of the provisions hereof while the same are in force shall be sufficient reason for the Owner's Association or any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violation or attempting to violate any of the provisions hereof and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. Binding Effect. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these Covenants, Conditions and Restrictions.

4.04. Partial Invalidity. It is expressly agreed that if any covenant, condition or restriction contained herein, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. Attorneys Fees. All costs of litigation and attorney's fees resulting from violation of any provisions hereof shall be the financial responsibility of the then owner of the lot found to be in violation and shall be assessed against and shall constitute a lien against said lot.

4.06. Limitations on Assessments. The Owner's Association shall have the right to levy, assess and collect an amount not to exceed Two Hundred Dollars (\$200.00) per year from each and every lot owner in Knollton Place. All amounts collected in this regard shall be utilized for the performance of the obligations of the Owner's Association and the Architectural Approval Committee under this Declaration. The maximum amount listed herein for annual assessments shall be increased from year to year commencing on January 1, 1995 based on the proportionate increase in the Consumer Price Index for Wage Earners, United States All City Average as prepared by the Bureau of Labor Statistics of the Department of Labor. The Board of Directors of the Owner's Association shall determine the date upon which all annual assessments shall be paid.

4.07. Annual Budget. The Owner's Association shall not levy or assess any sums hereunder until an annual budget showing the various items of expense anticipated for the ensuing year, for which the proposed levy or assessment funds are to be used, has been prepared and submitted to all affected lot owners in Knollton Place and, for any period following the Date of Incorporation, approved by the Board of Directors of the Owner's Association. Likewise, following the Date of Incorporation, the approved annual budget will be submitted to a vote of the lot owners and shall be approved by a vote of not less than sixty percent (60%) of the lot owners, excluding Developer as provided in paragraph 3.11. If the annual budget is not approved, the Board of Directors will make any necessary modifications to the annual budget and re-submit the same to the lot owners for approval. During the period

prior to the Date of Incorporation, the Architectural Approval Committee shall establish the annual budget and shall deliver copies thereof to each lot owner together with a notice stating the amount of any assessment due from such owner, subject to the limitations set forth in paragraph 4.06.

4.08. Declaration Controls. Wherever in the drawings and documents recorded as the plat of Knollton Place, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

IN WITNESS WHEREOF, The Ryland Group Inc., a Maryland corporation, has caused this Declaration to be executed by its respective duly authorized representative this 2 day of May, 1994.

THE RYLAND GROUP INC., a Maryland Corporation

By: [Signature]
 Printed: K. P. W. Smith
 Title: President & Vice President

STATE OF Ohio)
)SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared K. P. W. Smith, by me known and by me known to be the Vice President of The Ryland Group Inc., who acknowledged the execution of the foregoing "Declaration of Covenants, Conditions and Restrictions for Knollton Place A Single Family Residential Development in Washington Township, Marion County, Indiana" on behalf of said corporation.

Witness my hand and Notarial Seal this 2 day of May, 1994.

[Signature]
 Notary Public
Kerry E. Seitel
 (Printed Signature)

My Commission Expires: KERRY E. SEITEL
 Notary Public, State of Ohio
 My Commission Expires August 2, 1998



HAMILTON

This instrument prepared by and after recording return to: James C. Carlino, ~~X~~
 Attorney at Law, Bose McKinney & Evans, 8888 Keystone Crossing, Suite 1201,
 Indianapolis, Indiana 46240.

EXHIBIT "A"

LEGAL DESCRIPTION:

The Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 13, Township 17 North, Range 3 East, in Washington Township, Marion County, Indiana, Except, the following described tract thereof:

A parcel of land located in the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 13, Township 17 North, Range 3 East of the Second Principal Meridian, Washington Township, Marion County, Indiana, and more particularly described as follows, to-wit:

Beginning at a point on the North line of said Quarter Quarter Quarter Section, 209 feet East of the Northwest corner thereof; thence South parallel to the West line of said Quarter Section for a distance of 416.90 feet; thence West parallel to the North line of said Quarter Section, a distance of 209 feet to a point on the West line of the Quarter Quarter Quarter Section, thence South along said West line 236 feet to the Southwest corner of said Quarter Quarter Quarter Section, thence East along the South line of said Quarter Quarter Quarter Section, a distance of 441 feet to a point; thence in a Northerly direction, a distance of 237.10 feet to a point which is 427 feet East of the West line of said Quarter Quarter Quarter Section, thence West parallel to the North line of said Quarter Section, a distance of 93 feet to a point; thence North parallel to the West line of said Quarter Section, a distance of 416.90 feet to a point on the North line of said Quarter Section; thence West along said North line a distance of 125 feet to the place of beginning.

Also Except, the following described part thereof:

Beginning at the Northwest corner of the West Half of the East Half of the Northwest Quarter of Section 13, Township 17 North, Range 3 East; thence running East on the North line of said Section 209 feet to a point; thence South, parallel with the West line of said West Half of the East Half of the Northwest Quarter of said Section 416.9 feet; thence West and parallel with the North line of said Section 209 feet to said West line and thence North on said West line 416.9 feet to the place of beginning.

Villager of long wood
Phase I

CHICAGO TITLE

This instrument is being re-recorded to provide the correct legal description of the real estate which is subject to this instrument.

72267

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KNOLLTON PLACE
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA

The undersigned, THE RYLAND GROUP INC. (sometimes referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the land described in Exhibit A attached, to be known as Knollton Place, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Knollton Place, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions

In the interests of maintaining the character of Knollton Place as a residential subdivision, Developer hereby declares that all lots in Knollton Place, and all present and future owners or occupants thereof, shall be subject to the following use restrictions, which shall run with the land:

1.01. Common Areas. Areas designated on the recorded plat for Knollton Place as "S.L.E." or "Subdivision Landscape Easement" and any other open space lying outside of the designated and numbered lots and rights-of-way, as shown on such plat, are reserved as common areas for enhancement of the appearance of Knollton Place or such other use as may be determined, from time to time, by the Architectural Approval Committee established pursuant to Article 3 hereof (hereinafter referred to as the "Architectural Approval Committee") or by the Owner's Association established pursuant to Article 3 hereof (hereinafter referred to as the "Owner's Association"). No lot owner or any other person shall use or modify the appearance of such common areas or other open space in any manner other than as approved in writing by the Architectural Approval Committee.

1.02. Single Family Residential Use. The numbered lots located within Knollton Place shall be used for detached single-family dwellings in accordance with the present zoning ordinance and classifications of the City of Indianapolis and Marion County, Indiana as applicable to Knollton Place. No lot shall be used for any purpose not presently permitted by the applicable zoning ordinances and classifications without approval of the Architectural Approval Committee. In this regard, no lot owner shall be entitled to seek or petition for any change of presently permitted uses by any change, variance or special exception to the current zoning ordinances and classifications, without approval of the Architectural Approval Committee.

1.03. Size Requirements. Two-story dwellings shall have a minimum of 1,500 square feet of living area exclusive of basements, garages, open porches, and other unheated areas. Single-story dwellings shall have a minimum of 1,400 square feet of living area exclusive of basements, garages, open porches and other unheated areas. Each dwelling shall have an attached

Inst # 1994-0081967

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Inst # 1994-0096638

garage with space for not less than two (2) automobiles. Split-level dwellings shall have a minimum of 1,200 square feet on the upper floor. All driveways and vehicle parking areas shall be hard-surfaced with concrete. No asphalt, gravel or stone driveways shall be permitted on any lots except on a temporary basis due to winter weather conditions.

1.04. Design Review and Approval. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Approval Committee.

1.05. Set Back Lines. No structure or any part thereof, other than a fence, hedge, tree, wall, or other enclosure which shall first have been approved as provided in paragraph 1.04 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the City of Indianapolis, Marion County, Indiana and the State of Indiana.

1.06. Use. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.07. Final Improvements. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.04 above or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

1.08. Clotheslines. No clotheslines shall be located on any lot.

1.09 Vehicle Storage. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or similar commercial, housing or recreational device, if stored on any said lot, shall be housed within a garage building and no vehicle shall be left parked on any of the public or private streets of Knollton Place. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials.

1.10 Storage. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage shall be used for the storage or accumulation of building materials, waste or refuse; provided, however, that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Approval Committee or its successors and assigns.

1.11. Lawns. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this restriction shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot. Notwithstanding the foregoing, no such portion of any lot shall be used for the planting or maintenance of vegetables and grains thereon.

1.12. Lawn Maintenance. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.13. Burning. No trash burner, outdoor fireplace, or other device expelling gas or smoke, other than grills and interior fireplaces, shall be permitted in Knollton Place.

1.14. Antennas and Satellite Dishes. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or satellite dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.15. Tanks. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground. Any tank or other vessel used for storage or containment of any propane gas, fuel oil, petroleum product or other material or substance which is hazardous, toxic or regulated, shall be installed and maintained and used, together with any of the materials or substances therein, in strict compliance with all statutes, laws, rules and regulations of any federal, state or local governmental authority.

1.16. Animals. 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 purpose, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are properly attended and supervised and not permitted to run loose.

1.17. Signs. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Approval Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.18. Modifications to Common Areas. No lot owner shall impair any easement or modify the landscaping features within any common area without first obtaining the written consents of the Architectural Approval Committee and the lot owner or owners for whose benefit such easement exists.

1.19. Waste Storage. All rubbish, debris (combustible and non-combustible) and garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris (combustible and non-combustible) and garbage may be stored in outside containers if approved by the Architectural Approval Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Owner's Association.

1.20. Wells. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.21. Private Utilities. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Approval Committee, the City of Indianapolis and Marion County and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of

Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Approval Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.22. Drainage. Drainage swales, ditches or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Department of Public Works of the City of Indianapolis, Indiana or the Architectural Approval Committee. Property owners must maintain these swales and ditches as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works of the City of Indianapolis, Indiana or the Architectural Approval Committee. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and any damage resulting therefrom and the cost of remediation to return such swales or ditches to the appropriate condition.

1.23 Enforcement. The Owner's Association shall have the authority to institute an action for injunction to abate any activity in violation of the provisions of the plat for Knollton Place, this Declaration, or any rules or regulations regarding use of lots in Knollton Place established pursuant to this Declaration or to seek mandatory relief for the correction of any damage caused to any common areas and, upon recovery of judgment, shall be entitled to costs of the action, together with reasonable attorney's fees.

Article 2. Lake Covenants and Restrictions

In addition to the use restrictions contained in Article 1 of this Declaration, Developer hereby declares that all lots in Knollton Place, and all present and future owners or occupants thereof, shall be subject to the following covenants and restrictions relating to the lake and/or storm water detention areas in Knollton Place:

2.01. Lake Areas. The areas marked Drainage Landscape Maintenance Access Easement, D.L.M.A.E. and/or Lake Easement on Lots 14, 15, 16, 21 and 22 as shown on the plat of Knollton Place, Section 1, may include a storm water detention area designed so as generally to retain water and have the appearance of a lake. The areas marked Drainage Landscape Maintenance Access Easement, D.L.M.A.E. and/or Lake Easement on Lots 16, 18, 19 and 20 as shown on the plat of Knollton Place, Section 1, provide access to such storm water detention area to facilitate maintenance, use and enjoyment of such areas.

2.02. Lake Control. No owner of any lot in Knollton Place shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Knollton Place.

2.03. Recreational Use. No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04. Rules and Regulations. The Owner's Association may from time to time establish rules regarding the use of the lake and related drainage landscape maintenance areas, provided such rules are not in conflict with the rules contained herein, and provided further that such rules are reasonably established to protect the safety and welfare of the residents of Knollton Place and their guests as well as any other person or property in the vicinity of the lake and related drainage landscape maintenance areas and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. Enforcement. The Owner's Association or the Department of Public Works of the City of Indianapolis, Indiana shall have the authority to institute an action for injunction to abate any activity in violation of the provisions of the Plat for Knollton Place, the Declaration of Covenants, Conditions and Restrictions of Knollton Place, or any rules and regulations regarding the use and maintenance of the lake and related drainage landscape maintenance areas that have been established pursuant to the provisions hereof, or to seek mandutory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

Article 3. Owner's Association and Architectural Approval Committee

Developer hereby establishes an Architectural Approval Committee and declares that it will establish an Owner's Association, in accordance with the following terms and conditions, to carry out the functions set forth in this Declaration:

3.01. Owner's Association. Within thirty (30) days following the Date of Incorporation, as defined herein, Developer shall establish a corporation under the laws of the State of Indiana to be known as Knollton Place Owner's Association, Inc. (the "Owner's Association"). As used herein, the term "Date of Incorporation" shall mean and refer to the date upon which Developer has sold, conveyed and closed on eighty percent (80%) of the lots in Knollton Place. From and after the Date of Incorporation, copies of the Articles of Incorporation and By-Laws for the Owner's Association shall be made available to all existing and any prospective lot owner in Knollton Place. Every owner of a lot in Knollton Place, including Developer, shall be a member of the

Association, which membership shall commence upon such owner's acquisition of title and shall terminate upon the date such owner ceases to hold title to any such lot in Knollton Place. Membership in the Owner's Association shall be appurtenant to the lot giving rise to such membership and shall not be assigned or transferred except as a part of and in connection with a conveyance of that lot to a new owner. The Board of Directors for the Owner's Association shall consist of three (3) directors elected for staggered three (3) year terms. The Initial Board of Directors shall be appointed by Developer. The Directors so appointed shall serve until the occurrence of the first annual meeting of the Owner's Association at which time the Directors shall be elected by majority vote of all lot owners, including Developer. Each member of the Owner's Association shall be entitled to vote on all matters pertaining to the operation of the Owner's Association in the manner provided in the Articles of Incorporation and By-Laws for the Owner's Association; provided, however, that joint tenants or co-tenants of a single lot shall only be entitled to one (1) collective vote for each lot owned. Until the Date of Incorporation, all the privileges, duties and responsibilities of the Owner's Association shall be exercised by the Architectural Approval Committee. The initial annual meeting of the Owner's Association shall occur within six (6) months following the Date of Incorporation.

3.02. Powers and Duties of Directors. The Board of Directors of the Owner's Association shall have all powers for the conduct of the affairs of the Owner's Association which have granted to the Owner's Association under this Declaration, the Articles of Incorporation and By-Laws of the Owner's Association.

3.03. Architectural Approval Committee. Promptly following recordation of this Declaration the Developer shall appoint three (3) individuals who shall constitute the initial Architectural Approval Committee for Knollton Place. Each of the initial members of the Architectural Approval Committee shall serve in that capacity until the earlier of (i) replacement by Developer or (ii) the time of the appointment of new members to the Architectural Approval Committee by the Board Directors of the Owner's Association. Members of the Board of Directors may also be appointed to be members of the Architectural Approval Committee. Those individuals appointed as members of the Architectural Approval Committee by the Board of Directors shall serve until they are replaced by the Board of Directors. Upon the incapacity, resignation or death of a member of the Architectural Approval Committee, such member's successor shall be appointed by the then current Board of Directors of the Owner's Association within six (6) months following such incapacity, resignation or death.

3.04. Plan Review. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to develop Knollton Place as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Approval Committee, or its successors and assigns, may consider the appropriateness of the

improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in Knollton Place as a whole. In this regard, and without in any way limiting the foregoing, all mailboxes and mail box posts shall be of a uniform style, type, design and color as designated by the Architectural Approval Committee and all such mailboxes and mail box posts shall conform at all times to the required uniform style, type and design and color.

3.05. Grading Plan Review. The Architectural Approval Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Approval Committee.

3.06. Plan Submittals. All plans and specifications submitted to the Architectural Approval Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, may be made by submission to the Architectural Approval Committee without the submission of professionally prepared plans and specifications provided, however, that the Architectural Approval Committee reserves the right to require the party proposing any such changes to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.07. Plan Approval. The Architectural Approval Committee's approval or disapproval, whenever required herein shall be in writing, and any determination made by the Architectural Approval Committee in good faith shall be binding on all parties in interest. Neither the Architectural Approval Committee nor any individual member thereof shall have any liability to any lot owner or other third party as a consequence of any good faith approval or failure to approve any submission. If the Architectural Approval Committee shall fail to (i) approve, (ii) disapprove, or (iii) request additional information with respect to any proposed plans and specifications, within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.08. Approval Stamp. Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of Marion County, Indiana, shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Approval Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT _____ IN KNOLLTON PLACE HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR/CONSTRUCTION MANAGER FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

KNOLLTON PLACE ARCHITECTURAL APPROVAL COMMITTEE

By: _____

If, in the opinion of the Architectural Approval Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Approval Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Enforcement. The Owner's Association, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Approval Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Owner's Association or their successors and assigns shall not, by reason thereof, be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

3.10. Maintenance. The Owner's Association shall have the right to enter onto any common areas or other open space not contained within a numbered lot, public rights-of-way and landscape easement areas shown on the plat of Knollton Place from time to time as it deems necessary for maintenance purposes, and may participate in the reasonable and proper maintenance of all common areas, open spaces, landscaped areas (including, without limitation, like-kind replacement of any dead or dying trees located within any median or adjacent to any street in the Subdivision) and landscape easement areas located in any other sections of Knollton Place.

The Owner's Association, its contractors and agents shall have the right to enter onto any D.L.M.A.E. (Drainage Landscape Maintenance Access Easement) areas shown on the plat of Knollton Place as it deems necessary or desirable for the purpose of maintaining same or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

3.11. Assessments. In order to provide the funds necessary to pay for the services described in paragraph 3.10, as well as other provisions of this Declaration, the Owner's Association is empowered hereby to levy, assess and collect from each and every lot owner in Knollton Place, except the Developer, such sums as may be necessary to permit the Owner's Association and Architectural Approval Committee to perform their respective obligations hereunder, subject to the limitations set forth in paragraph 4.06. In any vote taken on the matter of levies or assessments, only one vote per lot shall be allowed. Any levies or assessments so approved by the above procedure may be applied to lots owned by the Developer only with the written consent of Developer which written consent shall not be inferred or implied by Developer's execution and recordation of this Declaration. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Owner's Association may cause to be filed with the Marion County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the arrearage provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, the sale or transfer of any lot pursuant to any bona fide mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such arrearage as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.12. Expenditures. The Owner's Association has the power to expend its funds on the reasonable care and proper maintenance of the open space, common areas and "easement areas", including without limitation, drainage, utility, sewer, access, maintenance and lake easement areas in Knollton Place, and such other community service approved by a majority of the lot owners in Knollton Place.

1 Article 4. Other Conditions

4.01. Appurtenance. The covenants, conditions and restrictions set forth in this Declaration shall be taken to be real covenants, conditions and restrictions running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in Knollton Place, and their heirs, executors, administrators, successors and assigns until December 31, 2020, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Remedies. Any violation or attempt to violate any of the provisions hereof while the same are in force shall be sufficient reason for the Owner's Association or any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violation or attempting to violate any of the provisions hereof and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. Binding Effect. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these Covenants, Conditions and Restrictions.

4.04. Partial Invalidity. It is expressly agreed that if any covenant, condition or restriction contained herein or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. Attorneys Fees. All costs of litigation and attorney's fees resulting from violation of any provisions hereof shall be the financial responsibility of the then owner of the lot found to be in violation and shall be assessed against and shall constitute a lien against said lot.

4.06. Limitations on Assessments. The Owner's Association shall have the right to levy, assess and collect an amount not to exceed Two Hundred Dollars (\$200.00) per year from each and every lot owner in Knollton Place. All amounts collected in this regard shall be utilized for the performance of the obligations of the Owner's Association and the Architectural Approval Committee under this Declaration. The maximum amount listed herein for annual assessments shall be increased from year to year commencing on January 1, 1995 based on the proportionate increase in the Consumer Price Index for Wage Earners, United States All City Average as prepared by the Bureau of Labor Statistics of the Department of Labor. The Board of Directors of the Owner's Association shall determine the date upon which all annual assessments shall be paid.

4.07. Annual Budget. The Owner's Association shall not levy or assess any sums hereunder until an annual budget showing the various items of expense anticipated for the ensuing year, for which the proposed levy or assessment funds are to be used, has been prepared and submitted to all affected lot owners in Knollton Place and, for any period following the Date of Incorporation, approved by the Board of Directors of the Owner's Association. Likewise, following the Date of Incorporation, the approved annual budget will be submitted to a vote of the lot owners and shall be approved by a vote of not less than sixty percent (60%) of the lot owners, excluding Developer as provided in paragraph 3.11. If the annual budget is not approved, the Board of Directors will make any necessary modifications to the annual budget and re-submit the same to the lot owners for approval. During the period

prior to the Date of Incorporation, the Architectural Approval Committee shall establish the annual budget and shall deliver copies thereof to each lot owner together with a notice stating the amount of any assessment due from such owner, subject to the limitations set forth in paragraph 4.06.

4.08. Declaration Controls. Wherever in the drawings and documents recorded as the plat of Knollton Place, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

IN WITNESS WHEREOF, The Ryland Group Inc., a Maryland corporation, has caused this Declaration to be executed by its respective duly authorized representative this 2 day of May, 1994.

THE RYLAND GROUP INC., a Maryland Corporation

By: [Signature]
Printed: R. P. W. Scott
Title: Dir. of Land Resources & Ventures

STATE OF Ohio)
)SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared R. P. W. Scott, by me known and by me known to be the Vice President of The Ryland Group Inc., who acknowledged the execution of the foregoing "Declaration of Covenants, Conditions and Restrictions for Knollton Place A Single Family Residential Development in Washington Township, Marion County, Indiana" on behalf of said corporation.

Witness my hand and Notarial Seal this 2 day of May, 1994.

[Signature]  [®]
Notary Public
Kerry E. Seitel
(Printed Signature)

My Commission Expires: KERRY E. SEITEL
Notary Public, State of Ohio
My Commission Expires August 2, 1998

My County of Residence: HAMILTON

This instrument prepared by and after recording return to: James C. Carlino, ~~★~~
Attorney at Law, Bose McKinney & Evans, 8888 Keystone Crossing, Suite 1201,
Indianapolis, Indiana 46240.

EXHIBIT A

PARCEL I:

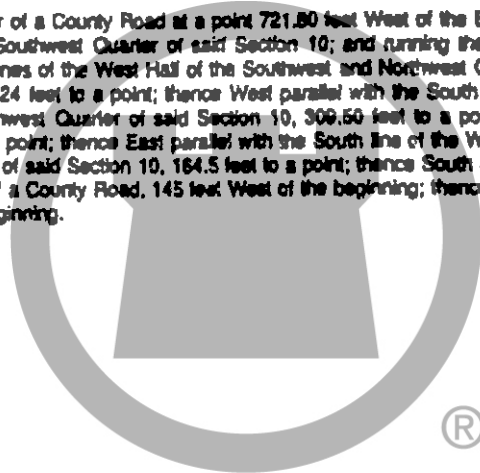
Part of the West Half of the Northwest Quarter and a part of the West Half of the Southwest Quarter of Section 10, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning in the center of a County Road (also called 51st Street) at a point 412.3 feet West of the East line of the West Half of said Southwest Quarter Section; thence West on and along the center line of said County Road, 309.3 feet to a point; thence North parallel to the East line of said Southwest and Northwest Quarter 1054.24 feet to a point; thence East parallel to the South line of said West Half of the Northwest Quarter 309.3 feet to a point; thence South parallel to the East line of said West Half of the Northwest Quarter and East line of the West Half of the Southwest Quarter 1055 feet to the place of beginning.

PARCEL II:

Part of the West Half of the Northwest Quarter and part of the West Half of the Southwest Quarter of Section 10, Township 16 North, Range 3 East, more particularly described as follows, to-wit:

Beginning in the center of a County Road at a point 721.80 feet West of the East line of the West Half of the Southwest Quarter of said Section 10; and running thence North parallel with the East lines of the West Half of the Southwest and Northwest Quarters of said Section 10, 1054.24 feet to a point; thence West parallel with the South line of the West Half of the Northwest Quarter of said Section 10, 309.50 feet to a point; thence South 743.48 feet to a point; thence East parallel with the South line of the West Half of the Northwest Quarter of said Section 10, 164.5 feet to a point; thence South 310 feet to a point to the center of a County Road, 145 feet West of the beginning; thence East 145 feet to the place of beginning.



CHICAGO TITLE

3

CROSS REFERENCE:
Instrument Nos. 1994-0081967, 1994-0096638 and 1994-116489

FIRST AMENDMENT TO PLAT
AND
FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KNOLLTON PLACE, A SINGLE FAMILY
RESIDENTIAL DEVELOPMENT IN WASHINGTON TOWNSHIP,
MARION COUNTY, INDIANA

THIS FIRST AMENDMENT TO PLAT AND FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KNOLLTON PLACE is executed this 27th day of July, 1994 by THE RYLAND GROUP, INC., a Maryland corporation ("Ryland") to amend certain provisions of the Plat for Knollton Place, recorded July 21, 1994 as Instrument No. 1994-116489 (the "Plat") and to amend certain provisions of the Declaration of Covenants, Conditions and Restrictions for Knollton Place originally recorded May 23, 1994 as Instrument No. 1994-0081967 and re-recorded on June 20, 1994 as Instrument No. 1994-0096638 (the "Declaration").

W I T N E S S E T H:

Ryland desires to amend the Declaration to confirm the exact legal description of the property covered by the Declaration to be the new description shown on the Plat and attached hereto as Exhibit A, in place of the historical description which is attached to the Declaration. In addition, Ryland hereby amends the Declaration to provide that all references to "common areas" contained in the Declaration shall be "easement areas." Furthermore, Ryland hereby amends the Plat to provide that all references to "common areas" contained on the Plat shall be deemed to be "easement areas."

EXECUTED as of the date first above written.

THE RYLAND GROUP, INC.

By: Alan J. Gudsicker
Printed: ALAN J. GUDSICKER
Title: VICE PRESIDENT

CHICAGO TITLE
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09/05/94 10:45AM JOAN N. ROBERT MARION CTY RECORDER CJS 13.00 PAGES: 2

WASH. TWP. ASSESSOR

Inst # 1994-0121115

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Edna J. Gadsby, by me known and by me known to be the Vice President of The Ryland Group, Inc., who acknowledged the execution of the foregoing "First Amendment to Declaration of Covenants, Conditions and Restrictions for Knollton Place, a Single Family Residential Development in Washington Township, Marion County, Indiana" on behalf of said corporation.

Witness my hand and Notarial Seal this 27th day of July, 1994.

Edna J. Gadsby
Notary Public,
Edna J. Gadsby
(Printed Signature)

My Commission Expires: July 28, 1996
My County of Residence: Marion



This instrument was prepared by and after recording return to:
James C. Carlino, Esq., Bose McKinney & Evans, 8888 Keystone
Crossing, Suite 1201, Indianapolis, Indiana 46240.

CHICAGO TITLE

Knollton Place

A part of the Southwest Quarter of Section 10, Township 16 North, Range 3 East located in Washington Township, Marion County, Indiana being more particularly described as follows:

Commencing at the Northeast corner of said Southwest Quarter Section; thence South 00 degrees 02 minutes 47 seconds East (assumed bearing) along the East line of said Quarter Section 731.13 feet; thence South 89 degrees 56 minutes 10 seconds West 412.50 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 56 minutes 10 seconds West 454.10 feet; thence North 00 degrees 02 minutes 47 seconds West parallel with the said East line 310.29 feet; thence South 89 degrees 44 minutes 59 seconds West 164.50 feet; thence North 00 degrees 02 minutes 47 seconds West parallel with the said East line 743.23 feet; thence North 89 degrees 44 minutes 59 seconds East 618.60 feet; thence South 00 degrees 02 minutes 47 seconds East parallel with the said East line 1053.00 feet to the place of beginning containing 13.790 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "A"

AMT58161792



CHICAGO TITLE