

SPRING KNOLL PROPERTY OWNERS ASSOCIATION (SKPOA)

Zionsville, Indiana

Welcome to The Spring Knoll Community Located in Zionsville, Indiana. The Spring Knoll Common and Residential properties are Incorporated into a Property Owners Association – The Spring Knoll Property Owners Association, Inc. (SKPOA). The SKPOA Board has assembled all the Governing Documents into a Single Document, (as of 1,1,2000). This single document contains;

SKPOA's Articles of Incorporation

SKPOA's Bylaws

SKPOA's Declaration of Covenants and Restrictions & Amendment

SKPOA's Architectural Control Guidelines (including application).

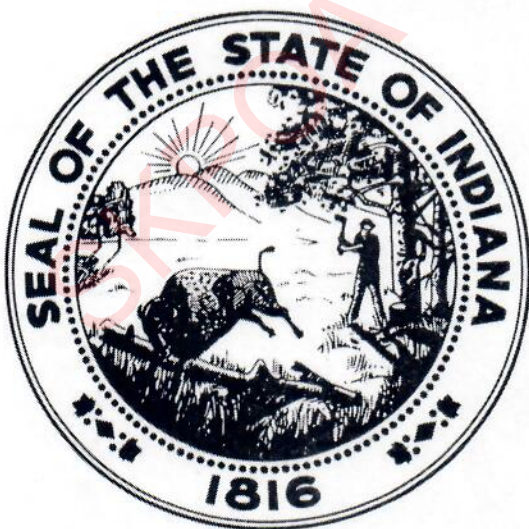
State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION
of

SPRING KNOLL PROPERTY OWNERS ASSOCIATION, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, February 12, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 12, 2002.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

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APPROVED
&
FILED

SPRING KNOLL PROPERTY OWNERS ASSOCIATION, INC.
An Indiana Non-Profit Corporation

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CORPORATIONS DIV.
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ANNE GILROY

ARTICLES OF INCORPORATION

The undersigned Incorporator, desiring to form a corporation ("Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended ("Act"), hereby executes the following Articles of Incorporation:

ARTICLE I
Name and Type

SECTION 1.1 Name. The name of the Corporation is: SPRING KNOLL PROPERTY OWNERS ASSOCIATION, INC.

SECTION 1.2 Type. The Corporation is a mutual benefit corporation.

ARTICLE II
Purposes and Powers

SECTION 2.1 Purposes. The purposes for which the Corporation is organized, and will at all times be operated, are exclusively:

- a. To provide, as a "property owners' association" and "residential real estate management association" described in Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of any future United States internal revenue laws, for the acquisition, construction, management, maintenance and care of "association property" (as defined in said Section 528 of the Code, or the corresponding provisions of any future United States internal revenue laws) of the Corporation; and
- b. To promote the health, safety, common good and social welfare of the owners of property in and residents of the residential subdivision Spring Knoll, Zionsville, Boone County, Indiana, or by its successors and assigns on all or a portion of the real estate described in the attached Exhibit A.

SECTION 2.2 Powers. Subject to and in furtherance of the purposes for which it is organized, the Corporation shall have, in addition to the general rights, privileges and powers conferred by law, the following rights, privileges and powers:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the "Association" as set forth in the Declaration of Covenants, Conditions and Restrictions of Spring Knoll Subdivision dated March 4, 1999, and recorded March 4, 1999, as Instrument No. 9902922 in the Office of the Recorder of Boone County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), the

Declaration being incorporated herein as if set forth at length. This Corporation is referred to as the "Association" in the Declaration;

- b. To fix, levy, collect and enforce payment of all charges or assessments made pursuant to the terms of the Declaration or the By-Laws of the Corporation by any lawful means; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;
- c. To make or amend bylaws not inconsistent with the Corporation's Articles of Incorporation, Declaration or with Indiana law for managing the affairs of the Corporation;
- d. To make contracts and guaranties, incur liabilities, borrow money, issue notes, bonds, and other obligations and secure any of the Corporation's obligations by mortgage or pledge of any of the Corporation's property, franchises, or income;
- e. To elect directors, elect and appoint officers, and agents of the Corporation, define the duties of directors, officers, and agents;
- f. To purchase and maintain insurance on behalf of any individual who: is or was a director, an officer, or an agent of the Corporation; or is or was serving at the request of the Corporation as a director, an officer, or an agent of another entity; against any liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, an officer, or an agent, whether or not the Corporation would have power to indemnify the individual against the same liability under applicable law;
- g. To indemnify any person against liability and expenses, and to advance the expenses incurred by such person, in connection with the defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise, and whether formal or informal, to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, unless otherwise provided in the Declaration; and
- h. No member or individual may receive any pecuniary benefit from the Corporation except such reasonable compensation as may be allowed for services actually rendered, and no part of its net earnings shall inure to the benefit of any member or other private individual (other than by acquiring, constructing or providing management, maintenance and care of "association property" (as such term is defined in Section 528 of the Code, or the corresponding provisions of any future United States internal revenue laws) and other than by rebate of excess membership dues, fees, charges and assessments).
- i. To do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the Corporation;

ARTICLE III

Period of Existence

SECTION 3.1 Period of Existence. The period during which the Corporation shall continue is perpetual.

ARTICLE IV

Registered Agent and Registered Office

SECTION 4.1 Registered Agent. The name of the initial registered agent in charge of the Corporation's registered office is Emily Duncan.

SECTION 4.2 Registered Office. The street address of the initial registered office of the Corporation is 9533 Greenthread Drive, Zionsville, Indiana 46077.

ARTICLE V

Members

SECTION 5.1 Members. The Corporation shall have members. The characteristics, qualifications, rights, limitations, and obligations of the members are described below.

SECTION 5.2 Classes. Each "Owner" (as such term is defined in the Declaration) of a "Lot" (as such term is defined in the Declaration) shall, automatically upon becoming an Owner of a Lot, be and become a member of the Corporation and shall remain a member until such ownership ceases, at which time his membership will terminate and the new Owner of his Lot shall be and become a member of the Corporation. The Corporation shall have only one class of membership, who shall elect the directors of the Corporation.

SECTION 5.3 Rights, Preferences, Limitations and Restrictions of Members. The members shall have such rights, duties, liabilities and obligations, and shall be subject to such limitations and restrictions, as are provided herein, in the By-Laws of the Corporation, in the Declaration and in the Act.

SECTION 5.4 Voting Rights of Members. Except as otherwise provided herein, in the By-Laws of the Corporation, in the Declaration or in the Act, each member of the corporation shall have the right to vote at each meeting of the members and shall be entitled to one (1) vote for each Lot owned on each matter submitted to a vote of the members at any such meeting. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Corporation, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to such Lot. Any of the joint owners can cast such vote, and once cast, the vote shall be conclusive and binding on all joint owners of such lot. In the event an Owner becomes delinquent in paying any assessments, their voting rights will automatically become suspended until they are current in their payments to the Association.

ARTICLE VI

Board of Directors

SECTION 6.1 Directors. The exact number of directors of the Corporation shall be prescribed from time to time by the By-Laws of the Corporation at a number no greater

than seven (7) and no smaller than three (3). Whenever the By-Laws do not prescribe the exact number of directors, the number of directors shall be five (5).

SECTION 6.2 Initial Board of Directors. The names and addresses of the members of the initial Board of Directors are as follows:

Name	Address
Emily Duncan	9533 Greenthread Drive, Zionsville, IN 46077
Kelly Masoncup	4630 Rockcress Court, Zionsville, IN 46077
Andy Drake	4542 Sunflower Court, Zionsville, IN 46077
Natalie Dempsey	9583 Greenthread Drive, Zionsville, IN 46077
Tom Bays	9378 Greenthread Lane, Zionsville, IN 46077

ARTICLE VII

Name and Address of Incorporator

The name and address of the Incorporator of the Corporation is as follows:
Emily Duncan residing at 9533 Greenthread Drive, Zionsville, IN 46077

ARTICLE VIII

Provisions for Regulation of Business and Conduct of Affairs of Corporation

The affairs of the Corporation shall be subject to the following provisions:

SECTION 8.1 Interest of Directors or Officers in Transactions. Any contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any firm of which one or more of its directors or officers are members or employees, or in which they are interested, or between the Corporation and any other corporation or association of which one or more of its directors or officers are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve and ratify such contract or transaction by a vote sufficient for the purpose without counting the votes or consents of such interested director or directors. The interested director or directors may be counted in determining the presence of a quorum at such meeting. This Section 1 of this Article VIII shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common, equitable or statutory law applicable thereto.

SECTION 8.2 Meeting of Members. Meetings of the members of the Corporation shall be held at such place in Boone County, Indiana, as shall be specified in the respective notices or waivers of notice of such meetings given in accordance with the Covenants, Bylaws of the Corporation or by law.

SECTION 8.3 Meetings of Directors. Meetings of the Board of Directors of the Corporation shall be held at such place in Boone County, Indiana, as may be specified in the respective notices or waivers of notice thereof. Any action required or permitted to be taken at any meeting of the Board of Directors or of any Committee thereof may be taken without a meeting, if one or more written consents thereto are signed by each member of the Board of Directors or of such Committee (as the case may be) and such written consents are filed with the minutes or proceedings of the Board or Committee. Action taken by written consent shall be effective when the last Director or Committee member signs a consent, unless the consent specifies a prior or subsequent effective date. A consent signed as described herein shall have the effect of a meeting vote and may be described as such in any document.

SECTION 8.4 Powers Relative to By-Laws. The initial By-Laws of the Corporation shall be the By-Laws adopted by the initial Board of Directors of the Corporation. The power to alter, amend, add to and repeal the By-Laws of the Corporation is vested in the members of the Corporation, which power shall be exercised in accordance with the requirements of the Declaration and By-Laws

SECTION 8.5 General Powers of Directors. Subject to the provisions of these Articles of Incorporation, the By-Laws and applicable law, the Board of Directors shall have complete and plenary power to manage, control and conduct all affairs of the Corporation.

SECTION 8.6 Nonliability of Members. No member or director of the Corporation shall be liable for any of its obligations.

SECTION 8.7 Right to Amend Articles. The Corporation reserves the right to amend, alter, change or repeal, in any manner now or hereafter prescribed by the Act, any provision contained in these Articles of Incorporation, and all rights, powers and privileges hereby conferred on members, directors or officers of the Corporation are subject to this reserved power.

SECTION 8.8 Dissolution. If the Corporation is dissolved, all of its property remaining after payment and discharge of its obligations shall be transferred and conveyed, subject to any contractual or legal requirement, to one or more other nonprofit organizations that have been selected by the Board of Directors and that are organized and operated for purposes substantially the same as those of the Corporation.

The undersigned Incorporator hereby adopts these Articles of Incorporation and presents them to the Secretary of State of the State of Indiana for filing.

IN WITNESS WHEREOF, the undersigned, being the Incorporator designated in Article VII, executes these Articles of Incorporation and affirms and verifies subject to penalties of perjury the truth of the facts herein stated, this 13th day of November 2001.

Julie HSDm, Incorporator

A part of Section 27, Township 18 North, Range 2 East, Boone County, Indiana, described as follows: Commencing at the southeast corner of the Southwest Quarter of the Southeast Quarter of said section, said corner being marked by an iron pin with H.N.T.S. cap; thence North 00 degrees 28 minutes 25 seconds East 1321.67 feet along the east line of said quarter-quarter section to the iron pin marking the southeast corner of the Northwest Quarter of the Southwest Quarter of said section and the POINT OF BEGINNING of this description, said corner being South 00 degrees 25 minutes 25 seconds West 1314.90 feet, measured along the east line of said quarter-quarter section, from the iron pin marking the northeast corner of said quarter-quarter section; thence South 89 degrees 27 minutes 09 seconds West 1354.00 feet along the south line of said quarter-quarter section to the northeast corner of the Southeast Quarter of the Southwest Quarter of said section; thence South 00 degrees 27 minutes 51 seconds West 193.24 feet along the east line of said quarter-quarter section to a point on the centerline of the abandoned C.C.C. and St. L. Railroad, said point being North 00 degrees 27 minutes 51 seconds East 323.13 feet, measured along said east line, from the stone marking the southeast corner of said quarter-quarter section, said point being the beginning of a non-tangent curve concave to the southwest having a radius of 11,459.19 feet and to which beginning a radial line bears North 51 degrees 36 minutes 03 seconds East; thence along said centerline Northwesterly 538.34 feet along said curve through a central angle of 3 degrees 11 minutes 39 seconds to the point of intersection with a non-tangent line being the north line of said quarter-quarter section; thence South 89 degrees 27 minutes 49 seconds West 934.92 feet along the north line of said quarter-quarter section to the southwest corner of the Northeast Quarter of the Southwest Quarter of said section; thence North 00 degrees 30 minutes 12 seconds East 939.36 feet along the west line of said quarter-quarter section to the centerline of said abandoned railroad and the beginning of a non-tangent curve concave to the southwest having a radius of 11,459.19 feet and to which beginning a radial line bears North 41 degrees 50 minutes 13 seconds East; thence along said centerline Northwesterly 1,591.53 feet along said curve through a central angle of 8 degrees 27 minutes 23 seconds to the point of intersection with a non-tangent line being the west line of said section, said point being North 00 degrees 32 minutes 32 seconds East 3,302.40 feet, measured along said west line, from the iron pin marking the southwest corner of said section; thence North 00 degrees 32 minutes 32 seconds East 263.02 feet along said west line to a point on the north line of that land conveyed by deed to George M. and Helen E. Smith, recorded in Deed Record 179, pages 335-336 in the Office of the Recorder of Boone County, said north line coinciding with the south line of that land conveyed by deed to Claude E. Stralburra, et al, recorded in Deed Record 192, pages 545-546, in said Recorder's office, said point being South 00 degrees 32 minutes 32 seconds West 1,710.48 feet, measured along said west line, from the iron pin marking the northwest corner of said section; thence South 69 degrees 13 minutes 31 seconds East 2,426.37 feet along said north line to the west line of that land described in a deed to Edward and Nancy Dorris recorded in Deed Record 215, page 121 in said Recorder's office; thence South 00 degrees 15 minutes 03 seconds East 680.56 feet along said west line to the southwest corner of said Dorris land; thence North 89 degrees 24 minutes 53 seconds East 403.75 feet along the south line of said Dorris land to the southeast corner of said Dorris land; thence North 89 degrees 29 minutes 53 seconds East 1,022.50 feet along the south line of that land, described in a deed to Steven and Patricia Jaeger recorded in Deed Record 222, page 979 in said Recorder's office; thence South 01 degree 38 minutes 12 seconds East 78.31 feet along said south line; thence North 88 degrees 48 minutes 05 seconds East 335.51 feet along said south line to the southeast corner of said Jaeger land and the east line of the Northwest Quarter of the Southeast Quarter of said section; thence South 00 degrees 25 minutes 25 seconds West 608.54 feet along said east line to the POINT OF BEGINNING and containing 77.944 acres, more or less.

Exhibit "A"

SPRING KNOLL PROPERTY OWNERS ASSOCIATION, INC.
An Indiana Non-Profit Corporation

BY-LAWS

ARTICLE I

Identification, Membership, Definitions

SECTION 1.1 Identification of the Corporation. This Corporation shall be identified and known as the Spring Knoll Property Owners Association, Inc., an Indiana Non-Profit Corporation.

SECTION 1.2 Membership in Corporation. Each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of such Lot.

SECTION 1.3 Definitions. The following definitions apply throughout these By-laws:

a. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Spring Knoll Property Owners Association, Inc., as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

b. "Common Area" means the ground designated as "Block" or as "Common Area" upon the Final Plats of the Spring Knoll subdivision. The Common Areas of this Subdivision shall be subject to easements for drainage and utilities, as further described and defined in the Declaration of Covenants, Conditions and Restrictions.

c. "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas, and all sums lawfully assessed against the Members of the Corporation.

d. "Corporation" means Spring Knoll Property Owners Association, Inc., its successors and assigns, a non-profit corporation, whose members shall be the Owners of Lots in the Spring Knoll Subdivision. The terms "Corporation" and "Association" may be used interchangeably to refer to the Spring Knoll Property Owners Association, Inc.

e. "Declaration" or "Declaration of Covenants" means the Declaration of Covenants, Conditions and Restrictions for Spring Knoll recorded in the Office of the Recorder of Boone County, Indiana on March 4, 1999, as Instrument Number 9902922.

f. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

g. "Spring Knoll" shall mean the entire subdivision developed as Spring Knoll. The platted sections comprising Spring Knoll include sections 1-3 as indicated in the legal description found in Exhibit A of the Declaration. Plat Covenants are recorded along with each Section of Spring Knoll. This Association shall not include The Preserve at Spring Knoll which may at times be referred to as Spring Knoll sections 4-6.

ARTICLE II

Purposes Of The Corporation

SECTION 2.1 Purposes. The Corporation has been formed for the following purposes and functions:

- a. Maintaining the value and appearance of the Spring Knoll subdivision;
- b. Providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Areas;
- c. Enforcement of the covenants and Architectural Design and Environmental Control of the subdivision for the mutual benefit of all Owners;
- d. To pay taxes assessed against and payable with respect to the Common Areas;
- e. To pay any other necessary expenses and costs in connection with the Association; and
- f. To perform such other functions as may be designated under the Articles of Incorporation, these By-Laws, the Declaration of Covenants, or as otherwise permitted by law.

ARTICLE III

Owners Meetings

SECTION 3.1 Annual Meeting. The annual meeting of the Owners shall be held on the Third Thursday in May in each year, at 7:00 o'clock P.M., for the purpose of electing directors, approving an Annual Budget and Regular Assessment and for the transaction of such other business as may come before the meeting. If the meeting cannot be conducted or concluded on this day, the annual meeting shall be held on the next succeeding Wednesday, or as soon thereafter as the meeting may practically be held.

SECTION 3.2 Special Meetings. Special meetings of the Owners may be called for any legal purpose by the President or by the Board of Directors, and shall be called by the President, at the written request of the owner(s) at least ten lots.

SECTION 3.3 Place of Meeting. The Board of Directors shall designate the place of the meeting. The Board may designate that any meeting of Owners take place at any suitable location at a reasonable distance of the Spring Knoll subdivision.

SECTION 3.4 Notice of Meeting. Written notice, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Owner not less than twenty (20) days before the date of the meeting, either personally or by mail, by or at the direction of the President. Unless an Owner provides the Secretary of the Corporation with written instructions to the contrary, notice may be sent or delivered to the address of the Lot. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section, if it is sent or delivered to each Owner as provided herein.

SECTION 3.5 Quorum. Fifteen percent (15%) of the Owners, represented in person or by proxy, shall constitute a quorum at a meeting of Owners. In the event that a quorum is not present, the meeting may be adjourned to another date and time, with or without further notice, as determined by the Board. After a quorum is represented for any purpose at a meeting, the vote is considered present for quorum purposes for the remainder of the meeting. However, no issue

which has not been specifically described in the notice of meeting may be decided unless at least one third (1/3) of the Owners are represented, in person or by proxy, at the meeting.

SECTION 3.6 Proxies. At all meetings of Owners, an Owner may vote in person or by written proxy, executed by the Owner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. Every proxy shall be specific for an Annual or Special Meeting of Owners, or its adjourned date, unless otherwise provided in the proxy. No proxy shall be valid after 11 months from the date of its execution unless a longer time is expressly provided for in the proxy.

SECTION 3.7 Cumulative Voting. Cumulative voting shall not be permitted. Each Owner may only cast one vote for any candidate for any Office, even though multiple positions are open for such Office.

SECTION 3.8 Voting by Mail-In Ballot. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an Annual or Special Meeting or as a substitute for the holding of a Meeting. In the event that the Board elects to permit Mail-in ballots, ballots shall be mailed or delivered to each Owner at least 14 days prior to the deadline for voting, and ballots must be received for at least fifteen percent (15%) of all eligible Owners.

ARTICLE IV Board Of Directors

SECTION 4.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner as defined herein.

SECTION 4.2 Number, Tenure and Qualifications. The initial number of directors of the corporation shall be five (5). The corporation may have not less than three directors and may have up to seven directors. Each director shall hold office until his or her successor shall have been elected and qualified. Any increase or decrease in the number of Directors shall be approved by the Owners.

SECTION 4.3 Qualification of Directors. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.

SECTION 4.4 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings to be held without notice, so long as the first such meeting is with notice, and the notice informs all directors of the resolution.

SECTION 4.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a written request that is submitted and signed by two-thirds of the Directors. In either event, the President shall fix the time for holding such meeting of the

Board of Directors, which shall be no later than seven days after a request for a special meeting has been made pursuant to the terms of this Section 4.4. This special meeting shall be held within a reasonable distance of the Spring Knoll subdivision.

SECTION 4.6 Notice. Notice of any special meeting shall be given at least three days in advance by written notice delivered personally or by telegram, or at least seven days in advance if notice is mailed. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 4.7 Quorum. At majority of the number of directors eligible to attend and vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 4.8 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4.9 Action Without A Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent, in writing, setting forth the action to be taken shall be signed by all of the Directors.

SECTION 4.10 Term of Office and Vacancy. Each member of the Board of Directors shall be elected for a term of three (3) years, which terms shall be staggered so that the terms of approximately one-third (1/3) of the members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Unless a Director is removed by the Owners under Section 4.10, any vacancy occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board. The Director filling a vacancy shall serve until the next annual meeting of the Owners and until his successor is elected and qualified, at which time a special election shall be held to elect a Director to serve the remainder of the term, if any, of the vacancy.

SECTION 4.11 Removal of Directors. A Director may be removed with or without cause by a majority vote of the Owners, at a meeting duly called for such purpose. In such case, his successor shall be elected at the same meeting, to serve until the next annual meeting.

SECTION 4.12 Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement of the Common Areas and the collection and disbursement of the Common Expenses.

SECTION 4.13 Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish their duties. These powers include, but are not limited to, the power:

- a. To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations (in addition to those set forth in these By-Laws) with respect to use, occupancy, operation and enjoyment of the Common Areas as the Board, in its discretion,

deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners; and

- b. To grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Spring Knoll.

SECTION 4.14 Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

- a. Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- b. Contracts and expenditures expressly approved by the Owners in the annual budget; and,
- c. Expenditures necessary to deal with emergency conditions where the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

SECTION 4.15 Compensation. No Director shall receive any compensation for his services without the express approval of the Owners.

SECTION 4.16 Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify, hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of actions or contracts by the Board on behalf of the Corporation, unless any such action or contract shall have been made in bad faith, or as the result of willful misconduct or gross negligence.

SECTION 4.17 Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as to matters in which it shall be adjudged in such action, suit or proceeding that such Director is liable for bad faith, gross negligence or willful misconduct in the performance of his duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence, bad faith or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence

or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

SECTION 4.18 Non-Liability of Officers. The provisions of Sections 4.15 and 4.16 shall also apply to Officers of the Corporation.

SECTION 4.19 Bond. The Board of Directors shall provide blanket fidelity bonds for the treasurer of the Corporation, and such other officers or directors of the Corporation that handle or are responsible for funds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to one fourth of the aggregate annual assessments on all Lots) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bond shall be a Common Expense.

ARTICLE V Officers

SECTION 5.1 Number. The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The corporation may also have one or more Vice Presidents. Such other officers and assistant officers, who need not be Directors, may be elected or appointed by the Board of Directors.

SECTION 5.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors, at the first meeting of the Board held after each annual meeting of the Owners. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor shall have been duly elected and qualified or until their death, resignation or removal as hereinafter provided.

SECTION 5.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby. In addition, an officer, agent or Director may resign from their position with written notice at any point during their tenure.

SECTION 5.4 President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and direct all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the Owners and of the Board of Directors. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5.5 Vice President. Vice Presidents of the Corporation shall fulfill such duties as the Board of Directors or the President shall direct. A Vice President shall not serve in the capacity of the President, unless the President so directs in writing.

SECTION 5.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Owners and of the Board of Directors in the corporate minute book; (b) see that all notices are duly given in accordance with the provisions herein or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Owner, as furnished by the Owner and of each Mortgagee, as furnished by the Owner or Mortgagee; and (e) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the Board of Directors.

SECTION 5.7 Treasurer. The Treasurer shall: (a) have charge and custody of, and be responsible for, all funds of the corporation; (b) receive and give receipts for monies due and payable to the corporation and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as are assigned by the President or by the Board of Directors. The Treasurer shall provide a statement of the finances of the corporation at any meeting of the Board of Directors or at the Annual Meeting as requested by the Board of Directors.

ARTICLE VI

Contracts, Loans, Checks And Deposits

SECTION 6.1 Contracts. The Board of Directors may authorize, by resolution, any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 6.2 Loans. No loans shall be contracted on behalf of the corporation and no indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 6.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 6.4 Deposits. All funds of the corporation not otherwise employed shall be deposited to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII

Taxes, Utilities And Maintenance

SECTION 7.1 Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot, and paid by the title owner of each Lot. Any real estate taxes or other assessments which are chargeable against the Common Areas shall be paid by the Corporation and treated as a Common Expense.

SECTION 7.2 Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

SECTION 7.3 Damage to or Abuse of Common Areas. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, invitee or other occupant or visitor of the Owner, damage is caused to Common Areas, or

if maintenance or repairs is required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Corporation.

ARTICLE VIII

Architectural Control

SECTION 8.1 Purposes. The Architectural Design and Environmental Control Committee (also referred to herein as the "Architectural Control Committee" or simply as the "Committee") shall regulate the external design, appearance, use and location of improvements within the Spring Knoll subdivision in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

SECTION 8.2 Architectural Control Guidelines. The Board of Directors shall have the authority to establish, amend and revoke Architectural Control Guidelines for the Subdivision and the Association, which shall be binding upon all Owners and all others, who in any way use, occupy or benefit from the Subdivision, or any part thereof. The Architectural Control Guidelines shall not be inconsistent with any covenant or provision of the Declaration and shall not be retroactively applied. The Architectural Control Guidelines may be amended by the Architectural Design and Environmental Control Committee, at any time and from time to time, so long as the Board of Directors provides its written consent to such amendment and so long as written notice of any such amendment is given to all Lot Owners at least thirty (30) days prior to the adoption of such amendment. The Architectural Control Guidelines may be enforced by the Architectural Design and Environmental Control Committee or by the Board of Directors.

SECTION 8.3 Architectural Design and Environmental Control. No structure or improvement -- including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antenna, patios, trampolines, basketball goals and other permanent structures for sports and recreation -- shall be erected, placed and altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by as the Architectural Design and Environmental Control Committee, regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

SECTION 8.4 Composition of the Committee. The Committee will be composed of three or more members and an ex-officio member, who shall be a member of the Board of Directors. All members of the Committee will be appointed by the Board of Directors of the Spring Knoll Property Owners Association, Inc., and will serve a three year term. The initial members of the Committee shall be appointed to terms of one, two and three years, so that approximately one third of the members' terms shall expire each year.

SECTION 8.5 Written Approval. The Committee's approval or disapproval of any properly submitted application shall be in writing within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee.

SECTION 8.6 Additional Approvals. Under no circumstances shall approval of the Architectural Design and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

SECTION 8.7 Alterations Without Approval. The Architectural Control Committee and/or the Board of Directors shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and recovery of damages, reasonable attorney fees, and costs.

SECTION 8.8 Miscellaneous Provisions.

- a. The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision or the other Lot Owners.
- b. The members of the Committee will not be entitled to any compensation for services performed on behalf of the Committee.
- c. A decision of the Architectural Review Committee may be appealed to the Board of Directors by the Applicant or by an adjoining Lot Owner, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.
- d. The Architectural Review Committee may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Committee as may be delegated to them.
- e. The Association may not waive or abandon these procedures for regulating and enforcing architectural design and environmental control without the prior written approval of all Owners.

**ARTICLE IX
Amendment Of By-Laws**

SECTION 9.1 General Amendments. The power to make, alter, amend, add to and repeal the by-laws of the Corporation is vested in the Board of Directors of the Corporation, which powers shall be exercised in accordance with the requirements of the Declaration; provided, however, that written notice of any such amendment must be given to all lot owners at least thirty days prior to the adoption of such amendment.

**ARTICLE X
Miscellaneous Provisions**

SECTION 10.1 Interpretation of Conflicting Provisions. In the event of conflicting provisions of the various documents, the following order of priority shall apply for resolving the conflict:

- a. Subdivision plats
- b. The Declaration
- c. Articles of Incorporation
- d. These By-Laws
- e. Architectural Control Guidelines
- f. Rules established by the Board

SECTION 10.2 Fiscal Year. The fiscal year of the Corporation shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December in each year.

SECTION 10.3 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and Committees. All books and records of the Corporation may be inspected by any Board Member, their agent or attorney for any proper purpose at any reasonable time.

SECTION 10.4 Effective Date. These By-Laws were approved at a duly convened meeting of the Board of Directors of the Spring Knoll Property Owners Association, Inc. on November 13 2001, and they are effective as of said date.

Secretary of the Corporation

APPROVED:

President of the Corporation

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

of

SPRING KNOLL SUBDIVISION

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made and entered into this 4 day
of March, 1999, by **CARTER PROPERTIES, L.L.C.**,
("Developer"),

WITNESSETH:

WHEREAS, Developer and The Estridge Group, Inc. are the fee
simple title holders of all the lands in Boone County, contained in and fully
described on Exhibit "A", attached hereto and made a part hereof (hereinafter
the "REAL ESTATE").

WHEREAS, Developer intends to divide the Real Estate into Ninety-
Six (96) tracts (each such tract hereinafter referred to individually as a "Lot"
and collectively as "Lots"), numbered 1 through 96, inclusive, such
subdivision known as **Spring Knoll**. Lots 31 and 32 in Section I have
previously been sold and transferred to The Estridge Group, Inc. per a
Warranty Deed (meets and bounds description) recorded on the 20th day of
January, 1999 and set out as Instrument #'s 9900793 and 9900794,
respectively.

WHEREAS, Developer desires to sell and convey Lots subject to the
imposition of certain mutual and beneficial easements, restrictions, covenants,
conditions and charges designed to assure ingress and egress thereto and to
protect the value and desirability thereof.

NOW, THEREFORE, Developer hereby declares that each Lot and all

Lots shall be held, conveyed, encumbered, leased, rendered, used, occupied and improved subject to the following covenants, conditions and restrictions, which shall run with the Real Estate and be binding on each party having any right, title or interest in any Lot or Lots, and his, her or its heirs, beneficiaries, successors, assigns and personal and legal representatives, and which covenants, conditions and restrictions shall inure to the benefit of the Owners and each and every one of the Owner's successors in title to any Lot or Lots into which the Real Estate is subdivided.

ARTICLE I

Definitions

Section 1.01. Declaration: "Declaration" shall mean this instrument, together with any amendments or changes hereto which are hereafter made and evidenced as herein required.

Section 1.02. Developer: "Developer" shall mean Carter Properties, L.L.C., their successors or assigns in the ownership, development and division of the Real Estate, and/or any person, firm, corporation or other legal entity specifically designated as such as set out in Article III of this Declaration.

Section 1.03. Lot: "Lot" (also referred to as "Tract"), referred to in the plural thereon as "Lots", shall mean any of the Ninety-Six (96) tracts, more or less, into which the Real Estate is subdivided, the legal description being attached as Exhibit "A", which tracts are to be numbered in sequence, as set out in the plat of Spring Knoll Subdivision, Section I, recorded in the

Office of the Recorder of Boone County, Indiana, in Book Number _____,

Lot # 9902923

Page _____, and any subsequent sections recorded thereafter, as any tract(s)

may be enlarged or diminished by Developer in connection with a reconfiguration thereof (in which event each tract shall be defined by the outside boundaries thereof). In no event shall any reconfiguration result in any tract having an area less than the area permitted by applicable zoning laws and in no event shall the Real Estate be divided to permit the construction of more than Ninety-Six (96) single family residences and related improvements otherwise permitted hereunder, except as otherwise set out in Section 6.13.

Section 1.04. Owner: "Owner", referred to in plural as "Owners", shall mean and refer to the record owner, whether one or more persons or entities, their respective heirs, beneficiaries, successors, assigns and personal and legal representatives, of the legal title to any Lot, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. Developer shall also be considered an Owner for purposes of this Declaration for so long as, and to the extent that, Developer owns a Lot or Lots.

Section 1.05 Driveway: "Driveway", referred to in the plural as "Driveways", shall mean that portion of any Lot developed and hard surfaced for the purpose of permitting ingress and egress to and from such Lot from any public road.

Section 1.06. Lot Development Plans: "Lot Development Plans"

shall mean and consist of the following plans:

(i) a site plan, prepared by a licensed civil engineer or registered surveyor approved by Developer, showing existing improvements on a Lot, any proposed alteration of the topography, elevation or natural state of the Lot in connection with the improvement thereof or any construction thereon, and locating thereon all proposed improvements and structures showing finished floor elevations and details relating to drainage; (ii) complete house building and/or accessory structure plans, including structural details, exterior elevations and floor plans; (iii) material plans and specifications; (iv) detailed landscaping plans describing the size and name of all plantings as well as location and size of trees which will be removed as part of the construction process; (v) all other data or information which Developer may reasonably request, including, but not limited to, a fully executed original and two (2) copies of the CHECK LIST OF COMPLIANCE FOR THE SPRING KNOLL SUBDIVISION, as well as all accompanying plans, specifications and data requested therein.

Section 1.07. Property Owners' Association: "Property Owners' Association" shall mean the unincorporated association of owners established in accordance with Article IV of this Declaration, or such other legal entity as may be formed as a successor thereto.

Section 1.08. Subdivision: "Subdivision" shall mean the Real Estate as divided into Lots, all as evidenced by a plat thereof recorded herewith in

the Office of the Recorder of Boone County, Indiana, Book Number _____, Page _____, identified as the plat of Spring Knoll Subdivision, and any subsequent plat amendment recorded thereto.

Section 1.09. Maintenance Costs: "Maintenance Costs" shall mean all of the costs necessary to keep the facility or improvements which the Property Owners' Association has determined is for the common good, operational and in good condition, including but not limited to (i) the costs for all upkeep, maintenance, repair or replacement of all or any part thereof, (ii) payment of all insurance premiums and taxes imposed thereon and on the underlying easement or right-of-way, and any other expense related to the continuous operation thereof and (iii) costs associated with the operation of the Property Owners' Association or incurred in connection with the enforcement of the terms and provisions of this Declaration.

ARTICLE II

Character of Lots

Section 2.01. In General: Every Lot or group of Lots referred to in these covenants shall be used exclusively for single family residential purposes.

Section 2.02. Improvement and Development of Lots: No Lot shall be further divided to create any additional tract upon which a single family residence and improvements otherwise permitted hereunder may be constructed, nor shall any improvements be made thereto or construction

commence, proceed or continue thereon, except in strict accordance with the terms and provisions of this Declaration. Not more than one (1) single family dwelling house, together with attached garage and such related accessory structures and recreational facilities as may be permitted by this Declaration shall be constructed, altered, placed or permitted to remain on any Lot referred to by the covenants. In the event of multiple Lot ownership, no single family dwelling house shall be constructed on or across a portion of more than one (1) Lot without the express written consent of the Developer herein.

Section 2.03. Occupancy or Residential Use of

Partially Completed Dwelling House Prohibited: No dwelling house constructed on a Lot shall be occupied or used for residential purposes for human habitation until it has been substantially completed. The determination of whether a dwelling house has been "substantially completed" shall be made by Developer and the Zionsville Building Inspector, and such decision shall be binding on all parties affected thereby.

ARTICLE III

Developer

Section 3.01. Developer: The powers and authorities contained in this Article shall be vested in Developer and the covenants, conditions and restrictions in Article V of this Declaration shall be administered and enforced by Developer, or their designated successors and/or assigns. Developer's

administration and enforcement of such covenants, conditions and restrictions shall include, but not be limited to, approval of Lot Development Plans prior to the improvement of any Lot. Neither the exercise of such administration and enforcement duties by Developer, nor the approval of any Lot Development Plans by Developer, shall relieve any Owner of any duty and obligation imposed by this Declaration or compliance with the covenants, conditions or restrictions as the same are recorded in the Office of the Boone County Recorder. In the event that a written approval is not received from Developer within thirty (30) days from the date submittals are made, the failure to issue such written approval shall mean the disapproval thereof. In the event of a disapproval, Developer shall give a short statement of the reason or reasons for such disapproval within ten (10) days following receipt of a written request to do so. The Developer shall not unreasonably withhold approval and shall act in a manner which is neither arbitrary or capricious. However, Developer reserves the right to unilaterally deny approval of Lot Development Plans if the single family dwelling is inconsistent as to design, color, building materials, size or costs with adjacent lots.

Section 3.02. Powers of Developer: No Lot shall be developed and no single family dwelling house, accessory building, driveway or other structure or improvement of any type, kind or character shall be constructed, placed, altered or permitted to remain on any Lot in the Subdivision without the prior written approval of Developer. Any required approval shall be

requested by an Owner by written application to Developer. Such written application shall be made in the manner and form prescribed from time to time by Developer, and shall be accompanied by three (3) complete sets of Lot Development Plans as defined in Section 1.07 of these covenants, and such other information as may be reasonably required by Developer. The authority given to Developer hereby is for the purpose of determining whether the proposed improvement and development of a Lot is consistent with the terms and provisions of this Declaration, is consistent with and meets Developer's overall plans for improvement and development of the Real Estate and is compatible and consistent with the development of other Lots. In furtherance of the foregoing purposes, Developer is hereby given discretion as to matters related to location, building orientation, layout, design, architecture, color schemes and appearance in approving Lot Development Plans. Any house building or other accessory structure plans included as a part of any application to Developer for required approvals shall set forth the color and composition of all exterior materials proposed to be used and any site plan submitted shall describe and detail all proposed landscaping and include any other material or information which Developer may reasonably require. All plans and drawings representing a part of the Lot Development Plans and any other plans reasonably required to be submitted to Developer shall be drawn to a scale of 1" = 10', or to such other scale as Developer may require. All plans submitted shall be prepared by a registered land surveyor and an

engineer or architect unless Developer specifically permits otherwise.

Section 3.03. Liability of Developer: Neither Developer, nor his agents, successors or assigns, shall be responsible in any way for any defects or insufficiencies in any plans, specifications or other materials submitted for review, whether or not approved by Developer, nor for any defects in any work done in accordance therewith. Developer shall not be liable to any person, firm, corporation or other legal entity aggrieved by Developers' exercise of (or failure to exercise) any of his powers as specified in Section 3.02 hereof, and shall have no liability whatsoever which is claimed or alleged to result, in whole or in part, upon refusal by Developer to approve Lot Development Plans submitted to Developer.

Section 3.04. Inspection: Developer, the Property Owners' Association or their assigns shall have the right to go upon any Lot, without being a trespasser, to inspect any work being performed thereon, in order to assure compliance with this Declaration and conformity with Lot Development Plans and with any other plans or submittals made to him and upon which any approvals required by this Declaration are based.

Section 3.05. Assignment of Duties: All of the duties, responsibilities and rights held by Developer under this Declaration shall be exercised and administered by Developer in good faith until such time, if any, as they may be assigned by Developer to another of one or more Owners referenced by these covenants or any other legal entity formed as a successor

thereto. Any such assignment shall be at the option and sole discretion of Developer and may be made at any time or stage of development. Any assignment by Developer shall be by written instrument duly executed and recorded in the Boone County Recorder's Office. Following any such assignment and recordation, the duties, responsibilities and rights of Developer under this Declaration shall immediately vest in and be performed by the assignee or successor.

ARTICLE IV

Association of Property Owners and Assessments

Section 4.01. Association of Property Owners: In

order to provide for the continuing maintenance and administration of the Subdivision, there is hereby established an unincorporated association of Owners of Lots in Spring Knoll Subdivision ("Property Owners' Associations"). The Property Owners' Association shall be comprised of and limited in members to the Owners from time to time of the several Lots within the Subdivision. Membership in the Property Owners' Association shall commence immediately upon becoming an Owner and continue for so long as ownership of a Lot or Lots continues. At such time as an Owner conveys title and ceases to be an Owner, membership in the Association shall terminate. A new Owner of a Lot shall automatically become a member. Although an Owner need not participate in the administration of the Subdivision, all Owners and the ownership of any Lot or Lots shall be subject to any and all

rules and regulations duly established by the Property Owners' Association (as well as being subject to the rights of Developer and the terms and provisions of this Declaration) and shall be liable for the payment of all assessments levied by the Property Owners' Association. The Property Owners' Association may assign or otherwise transfer its rights, responsibilities and duties under this Declaration to any legal entity which may be formed as a successor thereof. Any such assignment or transfer shall be in writing and shall be effective when written evidence thereof is duly recorded with reference to this Declaration in the office of the Recorder of Boone County, Indiana.

Section 4.02. Rights and Duties of the Property

Owners' Association: The Property Owners' Association shall be responsible for the following:

- (a) The landscaping, maintenance and upkeep of the fencing installed by the Developer within the areas shown on the plat and contained within the drainage and utility easements ("D" and "U") as well as all other common areas shown on the plat. The Property owners' Association shall also be responsible for maintenance and upkeep of the signage for Spring Knoll located within the drainage and utility easement at the entrances of the Subdivision. The Property Owners' Association shall also be responsible for maintenance and upkeep of the retention lakes shown as "Common Area" on the plat.

- (b) Procuring of utilities used in connection with the Lots, single family residences and common areas to the extent the same are not provided and billed directly to owners of Lots by utility companies. Further, it shall be the responsibility of the Property Owners' Association, if they choose to exercise that responsibility, to provide for common snow removal throughout the Subdivision and bill the members accordingly.
- (c) Payment of insurance (if any may be required under other sections to this declaration).
- (d) Determination of general and special assessments levied against the Owners.
- (e) Promulgation and enforcement of the rules and regulations in this Declaration or as otherwise duly promulgated by the Owners.
- (f) Arrange for the common pick up and removal of garbage and waste so as to assure that one waste hauler will be utilized to serve the Subdivision.
- (g) Exercise of the powers vested in the Property Owners' Association by this Declaration or by Articles of Incorporation and Bylaws of any successor corporation thereto.

Section 4.03. Meetings of the Property Owners'

Association and Voting Rights: Business of the Property Owners' Association shall be conducted at meetings of this Association. Meetings of the Association may be called by the then current Chairman or Secretary-

Treasurer of the Property Owners' Association or upon request of the Owner(s) of at least ten (10) Lots. Written notice of any meeting of the Lot Owners shall be personally delivered or mailed by first class United States mail by the Secretary-Treasurer to all Owners at least twenty (20) days prior to any proposed meeting. The Corporation shall have the following classes of membership with the following voting rights:

- (a) Class A. Class A members shall be all Owners of Lots in the Subdivision. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (b) Class B. Class B members shall be Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled to five (5) votes for each Lot of which it is the Owner on all

matters requiring a vote of the members of the Association.

The Class B membership shall cease and terminate on the date upon which the written resignation of the Class B members as such is delivered to the Association or successor thereto or the date Developer no longer owns any Lots in the Subdivision, whichever occurs first. After the above, Class B memberships shall be converted to Class A memberships, and each former Class B member shall be entitled to one (1) Class A membership for each Lot owned in the Subdivision.

Section 4.04. Assessments: The Property Owners' Association shall have the power to levy uniform, general and special assessments against each Owner and each Lot, without regard to the size thereof relative to any other Lot in the Subdivision.

Section 4.05. Creation of a Lien and Personal Obligation of Assessments: Developer hereby covenants and each Owner of each Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Property Owners' Association general and special assessments, such assessments to be established and collected as provided in this Article. Until paid in full, an assessment not paid when due, together with interest thereon (at a percentage rate per annum equal to the then current Indiana statutory maximum annual interest rate) and costs of collection (including reasonable

attorneys' fees and court costs) shall be a continuing lien upon the Lot against which such assessment is made. Each assessment, together with interest and costs of collection as aforesaid, shall also become and remain, until paid in full, the personal obligation of the one or more persons or entities in ownership of the Lot at the time when the assessment first became due and payable. If any Owner fails, refuses or neglects to make payment of an assessment when due, the lien for such assessment on such Owner's Lot may, at any time following notice thereof by first class United States mail of the amount thereof to an owner and the expiration of ten (10) days from the date such notice is sent, be foreclosed by the Property Owners' Association in the same manner in which a Mechanic's Lien is foreclosed from time to time under Indiana law, or in any other manner otherwise from time to time permissible or provided by law. The Property Owners' Association may, at its option, bring a suit against the Owner (and if more than one, either jointly or severally) to recover a money judgment for any unpaid assessment without foreclosing the lien for such assessment or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Property Owners' Association shall be entitled to recover interest as aforesaid and the costs and expenses of such action, including, but not limited to, reasonable attorneys' fees and court costs.

Section 4.06. Purpose of Assessment: General or special assessments levied by the Property Owners' Association shall be used exclusively to

exercise those powers and advance those purposes for which the Property Owners' Association has been formed by this Declaration.

Section 4.07. Basis for Assessment: Except as provided in Section 4.09 hereof, general or special assessments levied by the Property Owners' Association shall be assessed uniformly against each Lot (and the Owner(s) thereof), regardless of whether any such Lot is improved or unimproved and without regard to the type of improvements constructed on any Lot, or the extent of use of the facilities and improvements for which any assessment, general or specified, is made.

Section 4.08. Annual Meeting. Adoption of Budget and

General Assessment: Between May 1st and July 10th of each year, the Association shall hold an annual meeting with notice to all Owners in the manner required by 4.03 of this Declaration. At the annual meeting, the Owners shall elect a Chairman and a Secretary-Treasurer to coordinate and handle the day to day affairs of the Property Owners' Association and shall adopt a proposed annual budget. The budget, adopted by the Property Owners' Association, shall provide for allocation of anticipated expenses in such a manner that the obligations imposed by this Declaration will be met and shall further outline all anticipated expenses and obligations for the period covered thereby. Following approval of the budget, the Chairman and Secretary-Treasurer shall fix a uniform general assessment against each Lot (and the Owner(s) thereof) in an amount necessary to defray the expenses and

obligations budgeted, together with an amount, if any, approved by the Owners to permit establishment of and/or contribution into a reserve account in order to defray anticipated future capital expenditures. Notice of the uniform general assessment shall be sent by the Secretary-Treasurer to each Lot Owner as soon as practicable following the annual meeting. Unless otherwise determined by majority vote of the Owners, the general assessment established shall be paid in full to the Secretary-Treasurer of the Property Owners' Association in one (1) installment on or before August 31 next succeeding. Upon receipt of payment, the Secretary-Treasurer shall deposit the amount involved in an account opened and maintained in the name of the Property Owners' Association at a state or national bank having its principal banking offices in either Lebanon, Zionsville or Indianapolis, Indiana. Withdrawals from such account shall be made only upon the approval of both the Chairman and Secretary-Treasurer signing jointly and only for a purpose or purposes set forth in this Declaration.

Section 4.09. Special Assessments: In addition to the general assessment, the Property Owners' Association may levy in any calendar year one (1) or more uniform special assessments against each Lot (and the owners(s) thereof) for the purpose of defraying, in whole or in part, any unanticipated expenses or obligations or the costs of any major reconstructions, repair, replacement or maintenance required, **PROVIDED** **THAT** the levy of any such special assessment must be approved by the

owner(s) of at least two-thirds (2/3's) of the Lots who are voting in person or by written proxy at a special meeting of Owners duly called for such purpose, subject to written notice delivered in person or sent by first class United States mail at least fifteen (15) days in advance to each Owner of the time, place and purpose of such meeting. Following approval of the levy of any such special assessment, the vote of the owner(s) of at least a majority of the Lots shall establish the date or dates any such special assessment shall become due, and the manner in which it shall be paid to the Secretary-Treasurer for deposit in the Property Owners' Association account established and maintained in accordance with Section 4.08 hereof, for use consistent with the purpose or purposes for which such special assessment was levied.

Section 4.10. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein against a Lot shall be subordinate to the lien of a recorded bona fide first mortgage covering such Lot and subordinate to any tax or special assessment lien of such Lot in favor of any governmental taxing or assessing authority. The sale or transfer of a Lot shall not affect the assessment lien. The sale or transfer of a Lot pursuant to bona fide mortgage foreclosure proceedings or any other bona fide proceeding in lieu thereof shall, however, extinguish the lien of such assessment as to any payment which became due prior to such sale or transfer. No such sale or transfer shall release a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.11. Duties of Chairman and Secretary-

Treasurer of the Property Owners' Association: The Chairman and Secretary-Treasurer of the Property Owners' Association, or their designee, shall have the duties set forth in this Declaration, shall attend to and handle the day to day affairs of the Property Owners' Association and shall attend to handle such other duties delegated to them by the Owners. All acts taken and things done shall be measured by a standard of reasonableness and neither the Chairman nor the Secretary-Treasurer shall have any liability to an Owner, Owners or the Property Owners' Association unless acting in bad faith in a manner inconsistent with the terms and provisions of this Declaration. Notwithstanding the foregoing, in no event (except in the case of a bona fide emergency involving a total expenditure not exceeding One Thousand Dollars (\$1,000) or such other amount from time to time established by the Owners), shall either the Chairman or Secretary-Treasurer have any right, privilege or authority to contract for, solicit, hire or otherwise obtain services or materials which are not included within and covered by the budget then applicable or which are otherwise funded by a special assessment levied in accordance with Section 4.09 hereof.

Section 4.12. Receipt For Payment: The Property Owners' Association shall, within twenty (20) days after demand made at any time, furnish a receipt in writing signed by the Secretary-Treasurer of the Property Owners' Association, specifying that the assessment respecting a Lot has been

paid or that certain assessments remain unpaid, as the case may be. Such receipts shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE V

Lot Development

Section 5.01. Lot Development: Prior to the development, improvement or alteration of, or the construction on or addition to, a Lot or Lots, the Owner(s) thereof shall first obtain written approval from Developer of the Lot Development Plans as required by Article III of this Declaration. Any improvement, development or alteration of a Lot or Lots, and any construction thereon or addition thereto, shall strictly comply with this Article V. In the event of a conflict between a set of duly approved Lot Development Plans and the terms and provisions of this Article V, the terms and provisions of Article V shall control.

Section 5.02. Type, Size and Nature of Construction

Permitted: No structure or building shall be erected, planned or constructed in the areas designated "Common Area". No single family dwelling house, garage, driveway, accessory building, fence, swimming pool, tennis court or other recreational facility permitted by this Declaration shall be erected, placed or altered on any Lot without the prior written approval of Developer or Property Owners' Association, respectfully, as required by this Declaration. Such approval shall be obtained prior to the commencement of construction

and shall be subject to the following minimum standards:

- (a) No structure or building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not exceeding two and one-half (2 1/2) stories in height, one private attached garage for a minimum of two (2) vehicles, maximum of three, and such other accessory buildings or structures related to swimming pools, tennis courts and other recreational facilities, including conservatories which are usual and incidental to the use of the Lot for single family residential purposes.
- (b) The minimum finished first floor area of a dwelling house constructed on a Lot, exclusive of open or screened porches, attached garages and basements or below grade levels, shall be Eleven Hundred Fifty (1,150) square feet for a two story dwelling and Two Thousand (2,000) square feet for a one story dwelling. Each two story dwelling shall have a minimum of Eight Hundred (800) square feet on the second story.
- (c) No single family dwelling house, garage or structure of any kind shall be moved onto any Lot and all materials incorporated into the construction thereof shall be new, except that used brick or interior design features utilizing other than new materials, may be approved by Developer. No house shall be constructed

unless one-half (1/2) of the gross exterior is bricked, unless by written consent of Developer. No structure shall be placed or constructed on any Lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single family dwelling on a Lot.

- (d) No accessory buildings shall be constructed on any Lot.

Provided that an accessory pool house may be allowed with written permission of developer so long as the structure is made out of the same materials, or combination thereof, out of which the single family dwelling house on the same Lot is constructed.

- (e) The concrete or block foundation of any single family dwelling house or accessory structure constructed on a Lot shall be covered on the exterior with wood, brick or stone veneer so that no portion of the exterior thereof is left exposed above ground.

- (f) Each attached garage shall be designed as a part of the single family dwelling house to which it is attached. Further, garage doors shall remain closed except when entering, exiting or otherwise having the need to access the garage. The garage door opening shall be designed and constructed in such a manner to minimize, to the extent possible, any direct viewing

from the dedicated public streets.

- (g) The roof of each single family dwelling house constructed on a Lot (excluding that portion of the roof covering the attached garage or open or enclosed porch) shall have a pitch of between 8-12 to 12-12 or greater unless otherwise approved by Developer as a part of Developer's approval of Lot Development Plans.
- (h) No house or attached garage shall contain aluminum or vinyl siding. Further, no plywood or other sheets of wood with dimensions of four (4) foot by eight (8) foot may be used for exterior siding.
- (i) No open loop geothermal heat pumps shall be allowed.

Section 5.03. Tree Preservation: Existing mature trees (having a trunk in excess of six (6) inches in diameter measured at a point three (3) feet from undisturbed ground) shall be preserved to the extent the removal thereof is not mandatory in connection with the construction of an approved single family dwelling house or accessory building unless the removal thereof is otherwise specifically approved by Developer or any such tree is dead or decayed and dangerous.

Section 5.04. Completion of Construction: All construction upon a Lot shall be completed in strict accordance with the Lot Development Plans approved by Developer. The exterior of any dwelling house built upon a Lot

or combination of Lots shall be completed within eighteen (18) months after the date of commencement of the foundation and the site graded and any areas to be covered with grass shall be seeded or sodded. Each Lot shall be kept and maintained in a sightly and orderly manner during the period of construction. All builders will be required to utilize and pay for a thirty (30) cubic yard trash receptacle for each home during period of construction in order to properly dispose of debris. Every builder or owner shall be required to furnish a Port-o-Let for their workers during construction. However, multiple builders or owners may combine to provide Port-O-Lets to their workers provided there are at least two (2) Port-O-Lets for a combined number of twenty (20) workers. During construction, owner is responsible for any damage to curbs previously installed in the Subdivision by Developer. In the event of damage to a curb by Owner, or Owners' builders, which requires said curb to be repaired or replaced, then, and in that event, the Developer shall cause said curb to be replaced and the costs of repair shall be paid by the Owner causing said damage. The Developer and Property Owners' Association may utilize any and all assessment and collection remedies available under Article IV.

Section 5.05. Storage Tanks: No storage tanks, of any nature, for any use, shall be allowed on or be buried on any Lot.

Section 5.06. Mailboxes: All mailboxes installed throughout the Subdivision will be uniform and will be constructed and installed by the Owner

in a material and design suitable to Developer at his sole discretion.

Mailboxes shall be maintained by Owner and in good working order at all times.

Section 5.07. Driveways: No Lot shall be permitted to contain more than one driveway and each Lot shall be allowed only one cut onto a public road adjoining the property. A driveway constructed on any Lot to and from the Public Road shall be constructed and maintained so as to provide the sole means of ingress and egress to such Lots for vehicular traffic. Circular drives which provide more than one cut onto a public road may be allowed upon approval of the Developer.

The driveway on each Lot shall be cut and stone or gravel placed thereon prior to development or improvement of the Lot to the extent necessary to avoid the transmittal of mud from construction traffic to the Public Roads. Upon substantial completion of construction, each driveway shall be constructed of either hard mixed aggregate, concrete, asphalt, brick or other material acceptable to Developer.

Under no conditions shall driveways be constructed over curb inlets of the storm sewer system within the right-of-way of the public road. No asphalt or concrete driveway shall be placed behind a curb containing these inlet grates.

Section 5.08. Fences, Walls, Hedges or Shrub Plantings: No fence, wall, hedge or other screening shall be erected, placed, altered or

permitted to remain on any Lot other than as approved (as to location, type, materials, design and height) by Developer under Article III of this Declaration. In no such situation shall these structures or plantings be placed within platted drainage, utility and landscape easements or within the right-of-way of a public street.

Section 5.09. Sewage Disposal Systems:

- a) **Installation:** Private sewage disposal systems (septic systems) are prohibited on all Lots in the Subdivision as this development will be served by the Town of Zionsville Municipal Sanitary Sewage Treatment System.

Section 5.10. Ditches and Swales: The Owner of any Lot on which any part of a drainage tile, open storm drainage ditch or swale is situated shall keep such portion thereof as may be situated upon his Lot or Lots continuously unobstructed and in good repair, and shall provide for the installation of such culverts upon said Lots as may be reasonably necessary to accomplish the purposes of this subsection, all at each such Owner's own cost and expense.

Section 5.11. Ponding and Runoff: No owner shall cause or permit any pond to be created on any Lot, including without implied limitation, from any swale, ditch, stream or creek located on the Real Estate. Further, each owner shall prevent water run-off and the depositing of soil and mud from the Lot onto the street through the use of silt fences installed during the home building process. To the extent that an Owner permits, causes or allows mud

to enter onto the streets or private roadways in the Subdivision, during construction or otherwise, the Developer reserves the right to clean the streets and bill or assess the Owner for said costs. The Owner shall pay or reimburse to Developer the reasonable charge for street cleaning and maintenance within thirty (30) days after being billed or assessed thereto. The Developer and Property Owners' Association may utilize any and all assessments and collection remedies available under Article IV. Owner shall comply with all soil erosion plans and conditions as set out in 327 I.A.C. 15 and shall indemnify and hold the Developer harmless from any and all violations by owner or owners, designated employees, representatives, contractors or sub-contractors.

Section 5.12. Antenna Discs or Other Similar Structures: Satellite dishes may be erected and placed within the single family residence constructed on the Lot provided that said antenna disc, tower or structure is concealed from external view and placed within the structure itself.

Section 5.13. Subsurface Drains: Each Lot in the Subdivision has been provided with a four (4) inch tile drainage outlet for the purpose of accepting the flow from sump pumps and downspout drains. These tiles flow into six (6) inch diameter interceptor drains located under the street curb and eventually they outlet into the storm sewer manholes. In no situation shall sump pump or downspout drains be outletted directly to the surface of the street. Gravity drainage from downspouts may be drained into ravines at the

rear of Lots only in situations where the downspout is located below the elevation of the street drain. All floor drains shall drain into the sewage disposal system of the home. In no situation shall sump pumps be outletted into the sanitary sewer system of the home or in a ravine behind the home.

Section 5.14. Pond Fountains: The retention ponds shown as "Common Area" on the plat shall contain pump fountains which shall be paid for and maintained by the Property Owners' Association. There shall be a minimum of one (1) fountain per pond.

Section 5.15. Compacted Fill Material On Lots: Lots may contain compacted fill material. This soil, although it has been properly compacted, may not contain similar engineering properties of undisturbed soil for the purpose of foundation construction. Owners shall be solely responsible for soil compaction, or lack thereof, and each Owner shall hereby relieve the Developer of any and all responsibility or liability for disturbed or undisturbed soil as it relates to the Owner's construction process, or any other. Developer makes no promises, representations or warranties, either express or implied, as to the nature, quality or compaction of the soil on any individual Lot as each owner is responsible for testing and determining the quality and characteristics of soil on their respective Lot.

Section 5.16. Treehouses and Playground Equipment. No treehouses will be allowed on any Lot in the Subdivision. Further, any and all playground equipment shall be made of wood as its primary building material.

In no event shall any playground equipment be allowed that uses metal or plastic as its primary building material. The location and installation of any playground equipment shall be done only with the express written approval of Developer.

ARTICLE VI

Use and Maintenance of Lots

Section 6.01. Vehicle Parking: No camper, motor home, truck, trailer or boat may be parked or stored overnight or longer on any Lot in open public view. Further, no vehicles as set out above, including automobiles, light trucks or pickups, shall be parked or stored on the private roadways or common areas throughout the Subdivision.

Section 6.02. Home Occupations: No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot advertising a permitted home occupation.

Section 6.03. Signs: No sign of any kind shall be displayed to public view on any Lot except that one two-sided sign (not exceeding six (6) square feet per side) may be displayed at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise during

construction, provided that, said sign is submitted and approved in writing by Developer.

Section 6.04. Maintenance of Tracts and Improvements: The Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, each such Owner shall:

- (i) Mow such portion of the Lot or Lots upon which grass has been planted at such times as may be reasonably required;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance;
- (iv) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly.

Section 6.05. Animals: Only dogs, cats and similar animals generally and customarily recognized as household pets, not exceeding in the aggregate two (2) in number, may be kept or maintained on any Lot as household pets. All animals kept or maintained on any Lot in this Subdivision shall be kept reasonably confined by means of leash, invisible fencing, or other product similar thereto, so as not to become an annoyance or nuisance. No animal shall be kept or maintained on a Lot for commercial purposes or primarily for breeding purposes.

Section 6.06. Garbage, Trash and Other Refuse: The outside burning of garbage or other refuse shall not be permitted on any Lot, nor shall any outside accumulation of refuse or trash be permitted on any Lot. Each

single family dwelling house built shall be equipped with a garbage disposal unit of a type, kind and capacity approved by Developer, and once installed, each such unit shall be kept and maintained in good working order so as to be and remain environmentally acceptable. Trash receptacles will be supplied by the Property Owners' Association under a contract with a waste removal company and be paid for by each individual Owner so to have common trash receptacles and collection throughout the neighborhood. In no event shall any owner allow a trash receptacle to remain outside for longer than a twenty-four (24) hour period of time.

Section 6.07. Nuisances: No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or another Owner.

Section 6.08. Maintenance of Undeveloped and Unoccupied Lots: Owners of undeveloped or unoccupied Lots shall at all times keep and maintain such Lots in an orderly manner, causing weeds and other growths to be reasonably cut and shall prevent the accumulation of rubbish and debris thereon.

Section 6.09. Property Owners' Association's Right To Perform Certain Maintenance: In the event that the Owner of any Lot in this Subdivision fails to reasonably maintain such Owner's Lot and any improvements situated thereon in accordance with the provisions of this Article

VI, or as otherwise required by this Declaration, the Property Owners' Association, by and through its agents, employees or contractors, shall have the right, but not the obligation, following notice in writing to such Owner of an intention to do so unless reasonable maintenance as detailed in such notice is performed and the expiration of twenty (20) days thereafter without such maintenance being done, to enter upon such Lot without being a trespasser to repair, mow, clean, or perform such other acts as may be reasonably necessary to make such Lot and the improvements situated thereon, conform to the requirements of this Article VI, or as otherwise set forth in this Declaration. The out-of-pocket costs incurred by the Property Owners' Association in connection therewith shall be collectible from the Owner(s) of any such Lot and shall represent a lien against any such Lot until paid in full together with interest thereon, cost of collection and attorneys fees, all without relief from valuation and appraisal laws, as if constituting an unpaid general assessment levied under Article IV of this Declaration. Neither the Developer or Property Owners' Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 6.10. Retention Ponds, Common Areas: Two Common Areas of the platted Subdivision consist of retention ponds that provide for the accumulation of water throughout the Subdivision. These retention ponds will be maintained by the Property Owners' Association with the association to

have specific easement rights to access the retention ponds for maintenance purposes. Ice fishing, ice skating or other water activities shall be specifically prohibited on any of the retention ponds. Further, swimming, boating and canoeing are similarly prohibited on the retention ponds.

Section 6.11. Replat of Lots in Sections I - III: The Owners of Lots in the Subdivision are put on notice that Developer may replat and/or amend Sections I - III in the event the Developer deems it necessary or desirable to provide for further development in the area. The Owners of Lots in the Subdivision hereby waive any and all remonstrance, objection and notice of such a replat and amendment and specifically give their express and implied consent and permission to such a replat by the Town of Zionsville administrative and legislative bodies. The replatting or amending of platted Lots, if any, will be subject to the conditions and restrictions contained in this Declaration, and any amendments thereto. Further, the Owners of Lots in the Subdivision hereby waive any notice and remonstrance to application for annexation, primary or secondary plat approval to the real estate described in Exhibit "A".

ARTICLE VII

Easements

Section 7.01. Easements: The strips of ground shown on the survey of Lots attached hereto and designated Drainage and Utility Easements ("DE", "UE" or "D" & "UE") either separately or together, are hereby created

for the use (including required ingress and egress necessary as a part thereof) of public utility companies, the Town of Zionsville, Spring Knoll Property Owners' Association, and the owners of Lots herein as follows:

"Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structures, including fences, shall be built on a Drainage Easement which obstruct flow from the area being served, nor shall any changes be made in the finished grade elevations of any Lot, whether in connection with the construction of improvements thereon or otherwise, so as to modify, alter or change the location or depth of any drainage swales, ditches or creeks located within any such Drainage Easement without the approval of all Federal, State, County or Municipal authorities from whom approvals are required by law, or which would in any way prohibit, impede, restrict or alter the natural flow of surface water drainage.

"Utility Easements" (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, operation and maintenance of sanitary sewers and water mains, ducts, poles, lines and wires necessary to provide utility service to a Lot or Lots, subject to the condition that following any installation or maintenance, the affected area within such Utility Easement shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having such work performed.

The Owners shall take title to the Lots subject to the foregoing easements rights in, along and through the strips of ground properly designated as hereinabove set forth on the recorded survey of the Lots for the purposes herein stated.

ARTICLE VIII

General

Section 8.01. Waiver of Damages: Neither the Developer, their nominees, representatives or designees, shall be liable for any claim for

damages whatsoever arising out of or by reason of any acts taken (or not taken) or things done or performed (or not done or performed) pursuant to any authorities reserved, granted or delegated pursuant to this Declaration.

Section 8.02. Enforcement: The right to enforce the restrictions contained in this Declaration and all covenants and restrictions contained herein including, but not limited to, the right of injunctive relief, or the right to seek the removal by due process of law of structures erected or maintained in violation of this Declaration, is hereby given and reserved to Developer, Property Owners' Association and the Owners from time to time of Lots and all parties claiming under them, the Zionsville Plan Commission, Town of Zionsville, all of whom shall have the right, individually, jointly or severally, to pursue any and all remedies, in law and equity available under applicable Indiana law, without being required to show actual damage of any kind whatsoever, and shall be entitled to recover, in addition to appropriate monetary damages, if any, reasonable attorneys' fees and other legal costs and expenses incurred as a result thereof.

Section 8.03. Severability: The provisions of this Declaration shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and enforced as if all invalid provisions were not contained herein.

Section 8.04. Non-Liability of Developer: Developer shall not have any liability to an Owner or to any person or entity with respect to drainage on, over, under or through a Lot. Upon the improvement and development of a Lot, the proper handling of storm and surface water drainage shall be the responsibility of the Owner of such Lot, and each Owner by the acceptance of a deed to a Lot, shall be deemed to and does thereby release and forever discharge Developer from, and shall indemnify and hold harmless Developer against, any and all liability arising out of or in connection with the handling, discharge, transmission, accumulation or control of storm or surface water drainage to, from, over, under or through the Lot described in such deed.

Section 8.05. Public Liability and Property Damage

Insurance: Each Owner shall obtain and pay for such public liability and property damage insurance as may be desired to provide protection against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property occurring on or about each such Owner's Lot.

Section 8.06. Binding Effect: This Declaration, and the covenants, conditions and restrictions herein contained shall be binding upon Developer, each Owner and any person, firm, corporation or other legal entity now or hereafter claiming an interest in any Lot and their or its respective successors or assigns.

Section 8.07. Duration: This Declaration and the restrictions imposed hereby shall run with the Real Estate and shall be binding on all Owners and all persons claiming under them for an initial period of twenty-five (25) years from the date of recordation, and shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of the initial period of any ten (10) year period they are amended or changed.

Section 8.08. Amendments to Declaration: This Declaration may be amended or changed at any time with approval in writing by a vote of at least Sixty Percent (60%) of all members entitled to vote as set out in Section 4.03. The amendments shall not become binding and effective until the date of recordation in the Office of the Recorder of Boone County, Indiana.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants, Conditions and Restrictions to be executed on the day and in the year first above written.

CARTER PROPERTIES, L.L.C.

By Robert P. Carter
ROBERT P. CARTER,
Manager and Member

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State,
personally appeared **CARTER PROPERTIES, L.L.C.** by **Robert P. Carter**
who after having been duly sworn, acknowledged the execution of the
foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and notarial seal this 4th day of

March 1999.

Kathleen S. Clavin
Kathleen S. Clavin
Notary Public



My Commission Expires:

2-2-2007

County of Residence:
Boone

THE ESTRIDGE GROUP, INC.

By

Michael J. Keller

CHIEF FINANCE

Title

STATE OF INDIANA)

)SS:

COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public in and for said
County and State, personally appeared **THE ESTRIDGE GROUP, INC.** by
MICHAEL J. KELLER, who after having been duly sworn,
acknowledged the execution of the foregoing Declaration of Covenants,
Conditions and Restrictions.

Witness my hand and notarial seal this 4 day of March, 1999.

DONNA ARONSON, Notary Public
Resident of Marion County
My Commission Exp. Dec. 17, 2006

Donna Aronson
Notary Public

My Commission Expires:

12-17-2006

My County of Residence:

Marion

This instrument prepared by Michael J. Andreoli, DONALDSON, ANDREOLI & TRUITT
1393 West Oak Street, Zionsville, Indiana 46077 (317) 873-6266.

A part of Section 27, Township 18 North, Range 2 East, Boone County, Indiana, described as follows: Commencing at the southeast corner of the Southwest Quarter of the Southeast Quarter of said section, said corner being marked by an iron pin with HNTS cap; thence North 00 degrees 28 minutes 25 seconds East 1321.67 feet along the east line of said quarter-quarter section to the iron pin marking the southeast corner of the Northwest Quarter of the Southeast Quarter of said section and the POINT OF BEGINNING of this description, said corner being South 00 degrees 25 minutes 25 seconds West 1,314.80 feet, measured along the east line of said quarter-quarter section, from the iron pin marking the northeast corner of said quarter-quarter section; thence South 89 degrees 27 minutes 09 seconds West 1,354.00 feet along the south line of said quarter-quarter section to the northeast corner of the Southeast Quarter of the Southwest Quarter of said section; thence South 00 degrees 27 minutes 51 seconds West 493.24 feet along the east line of said quarter-quarter section to a point on the centerline of the abandoned C.C.C. and St. L. Railroad, said point being North 00 degrees 27 minutes 51 seconds East 323.13 feet, measured along said east line, from the stone marking the southeast corner of said quarter-quarter section, said point being the beginning of a non-tangent curve concave to the southwest having a radius of 11,459.19 feet and to which beginning a radial line bears North 51 degrees 36 minutes 03 seconds East; thence along said centerline Northwesterly 638.34 feet along said curve through a central angle of 3 degrees 11 minutes 39 seconds to the point of intersection with a non-tangent line being the north line of said quarter-quarter section; thence South 89 degrees 27 minutes 49 seconds West 934.92 feet along the north line of said quarter-quarter section to the southwest corner of the Northeast Quarter of the Southwest Quarter of said section; thence North 00 degrees 30 minutes 12 seconds East 939.36 feet along the west line of said quarter-quarter section to the centerline of said abandoned railroad and the beginning of a non-tangent curve concave to the southwest having a radius of 11,459.19 feet and to which beginning a radial line bears North 41 degrees 50 minutes 13 seconds East; thence along said centerline Northwesterly 1,691.63 feet along said curve through a central angle of 8 degrees 27 minutes 23 seconds to the point of intersection with a non-tangent line being the west line of said section, said point being North 00 degrees 32 minutes 32 seconds East 3,302.40 feet, measured along said west line, from the iron pin marking the southwest corner of said section; thence North 00 degrees 32 minutes 32 seconds East 263.02 feet along said west line to a point on the north line of that land conveyed by deed to George M. and Helen E. Smith recorded in Deed Record 179, pages 335-336 in the Office of the Recorder of Boone County, said north line coinciding with the south line of that land conveyed by deed to Claude B. Shelburne, et al. recorded in Deed Record 192, pages 545-546, in said Recorder's office, said point being South 00 degrees 32 minutes 32 seconds West 1,710.48 feet, measured along said west line, from the iron pin marking the northwest corner of said section; thence South 69 degrees 13 minutes 31 seconds East 2,426.37 feet along said north line to the west line of that land described in a deed to Edward and Nancy Dorris recorded in Deed Record 215, page 121 in said Recorder's office; thence South 00 degrees 15 minutes 03 seconds East 680.56 feet along said west line to the southwest corner of said Dorris land; thence North 89 degrees 24 minutes 53 seconds East 403.75 feet along the south line of said Dorris land to the southeast corner of said Dorris land; thence North 89 degrees 29 minutes 53 seconds East 1,022.30 feet along the south line of that land described in a deed to Steven and Patricia Jaeger recorded in Deed Record 222, page 979 in said Recorder's office; thence South 01 degree 38 minutes 12 seconds East 78.31 feet along said south line; thence North 38 degrees 48 minutes 05 seconds East 335.51 feet along said south line to the southeast corner of said Jaeger land and the east line of the Northwest Quarter of the Southeast Quarter of said section; thence South 00 degrees 25 minutes 25 seconds West 608.54 feet along said east line to the POINT OF BEGINNING and containing 77.944 acres, more or less.

Exhibit "A"

9902922 03/04/1999 03:27P 45 of 45
Maryln J. Smith, Boone County Recorder

200700004644
Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
05-04-2007 At 09:57 a.m.
COVENANTS 16.00

③ 16.00
Lucy Dallen

AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
of
SPRING KNOLL SUBDIVISION
Recorded on March 4, 1999, Instrument No. 9902922

Section 4.08 under Article IV of the original Declaration of Covenants Conditions and Restrictions of Spring Knoll Subdivision, having been approved in compliance with Section 8.08 (Amendments to Declaration), is hereby amended and now reads as follows:


ARTICLE IV
Association of Property Owners and Assessments

* * *


Section 4.08. Annual Meeting, Adoption of Budget and General Assessment: Between September 1st and October 31st of each year, the Association shall hold an annual meeting with notice to all Owners in the manner required by 4.03 of this Declaration. At the annual meeting, the Owners shall elect members of the Board of Directors who will elect a President, a Secretary and a Treasurer to coordinate and handle the day to day affairs of the Property Owners' Association and shall adopt a proposed budget. The budget, adopted by the Property Owners' Association, shall provide for allocation of anticipated expenses and obligations in such manner that the obligation imposed by this Declaration will be met and shall further outline all anticipated expenses and obligations for the period covered thereby. Following approval of the budget, the President and Treasurer shall fix a uniform general assessment against each Lot (and the Owner(s) thereof) in an amount necessary to defray the expenses and obligations budgeted, together with an amount, if any, approved by the Owners to permit establishment of and/or contribution, into a reserve account in order to defray anticipated future capital expenditures. Notice of the uniform general assessment shall be sent by the Treasurer to each Lot Owner by January 10th of each year. Unless otherwise determined by majority vote of the Owners, the general assessment established shall be paid in full to the Treasurer of the Property Owners' Association in one (1) installment on or before February 28th of the current year. Upon receipt of

payment, the Treasurer shall deposit the amount involved in an account opened and maintained in the name of the Property Owners' Association at an FDIC insured state or national bank. Withdrawals from such account shall be made only upon the approval and of signing jointly of any two (2) of three (3) officers (the President, the Secretary and the Treasurer) and only for a purpose or purposes set forth in this declaration.

4/23/2007
Date


Ike Eikelberner, President of Spring
Knoll Property Owners' Association

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT UNLESS REQUIRED BY LAW.


Ike Eikelberner, President of Spring
Knoll Property Owners' Association

STATE OF Florida)
COUNTY OF Lee)

SS:

Before me, a Notary Public in and for said County and State, Ike Eikelberner, President of Spring Knoll Property Owners' Association, being first duly sworn, acknowledged the execution of the foregoing Amendment to Declaration of Covenants Conditions and Restrictions

and that all statements made in said Amendment are true to the best of his knowledge, information, and belief.

Subscribed and sworn to before me a Notary Public in and for said County and State this 28th day of April, 2007.

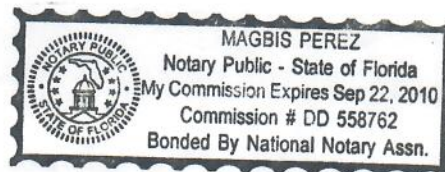
[Signature]
Signature of Notary Public

Magbis Perez
Printed Name of Notary Public

Lee County, FL
Notary Public County of Residence

My Commission Expires:

September 22, 2010



This instrument prepared by Lucy R. Dollens, LOCKE REYNOLDS, LLP, 201 N. Illinois St., Indianapolis, Indiana, 46208, (317) 237-3800.

829730_1

SPRING KNOLL
ARCHITECTURAL CONTROL
GUIDELINES

Originally enacted November 13, 2001

The Spring Knoll Property Owners Association, Inc., reserves the right to make any modifications to these Architectural Control Guidelines that it deems necessary. For more information write Spring Knoll Property Owners Association, Inc., P.O. Box 91, Zionsville, Indiana 46077.

SPRING KNOLL ARCHITECTURAL CONTROL GUIDELINES

Spring Knoll is a community located in Eagle Township, Boone County, Indiana. The Spring Knoll Property Owners Association has established these Architectural Control Guidelines in order to protect property values within the community and to provide standards for improvements proposed to be made by homeowners within the Spring Knoll community. These Architectural Control Guidelines apply to all properties within the Spring Knoll community and are in addition to the requirements of the plat and declarations for the community and relevant governmental laws. These Architectural Control Guidelines are cross-referenced and authorized by the plat covenants recorded with the Boone County Recorder for Spring Knoll.

The Architectural Control Committee will render a decision within thirty (30) days of the receipt of a complete and accurate request for approval. All approval requests will be completed, in writing, utilizing the the Property Owner Request form. No incomplete request will be reviewed by the Architectural Control Committee. In all cases, **written approval** of a request must be received prior to the commencement of construction.

If a property owner's request for Architectural Approval is denied by the Architectural Control Committee, the property owner may appeal the ruling to the Board of Directors.

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APPENDIX Request Form for Architectural Change

1. FENCING REQUIREMENTS

APPROVED TYPES: The Following types of fences will generally be approved by the Architectural Control Committee:

- A. Board on Board fence (a/k/a shadowbox) – Wood
- B. Cape Cod fence - Wood
- C. Picket fence - Wood
- D. Wrought Iron fence
- E. Invisible Fencing (pet control)

DISAPPROVED TYPES: The following will generally **not** be approved by the Architectural Control Committee:

- A. Plain chain link fence
- B. Vinyl clad chain link fence
- C. Stockade style fence
- D. Split Rail fence

ALL fence types must be approved by the Architectural Control Committees prior to the fence installation. The Architectural Control Committee reserves the right to inspect the fence anytime before, during or after construction to insure compliance with the approved fencing plan.

FENCING LOCATIONS: All fencing must be approved prior to the installation of a given fence. The following are guidelines regarding fencing locations which generally will be approved by the Architectural Control Committee:

- A. No fencing will be allowed in the front setback line of the house. For corner lots, this includes the side yard facing the side street of the residence.
- B. Fencing of rear yard and side yard setback easements will be discouraged by the Architectural Control Committee. Any fencing in such easements shall be the sole responsibility of the lot owner.

FENCING: APPROVED CONSTRUCTION TECHNIQUES: All fencing shall be constructed of quality materials, such as treated lumber. All fencing shall be properly braced with all posts either concreted into ground or placed at a depth whereby the fence will be secure and will not move.

FENCING MAINTENANCE: All fences must be maintained in a reasonable fashion. Any warped boards shall be replaced on a timely basis.

FENCING, BRACING: All fence bracing or ribbing shall be on the inside of the fence unless otherwise approved by the Architectural Control Committee.

2. DOG KENNELS AND HOUSES

All dog houses must be approved by the Architectural Control Committee prior to construction in terms of both location and materials. Dog houses should be placed in a location whereby they are not eyesores or nuisances to surrounding homeowners. All dog houses must be constructed of quality materials with roof shingle colors, siding and trim to match the colors of the residence of the applicant. In general, requests for dog kennels will be denied.

3. MINIBARNS AND ACCESSORY STRUCTURES

Requests for the approval of minibarns and accessory structures (except for dog houses) generally will be denied. Any other accessory structure must be approved by the Architectural Control Committee prior to construction and must be appropriately screened from view.

4. ANTENNAS, T.V., RADIO AND SATELLITE:

Generally, requests for the attachment of a TV or radio antenna to the exterior of a home will be denied. Generally, requests for the installation of satellite dishes will be denied unless such satellite dish is 20" or less in diameter and as long as they are installed in the most reasonably unobtrusive location on the lot.

5. DECKS

Generally, requests for decks will be approved subject to the following requirements:

- A. The deck shall be constructed with quality materials.
- B. Railing on the deck shall not exceed 4 feet from the deck surface.
- C. Final configuration of the deck must be approved prior to the commencement of construction.

6. PORCHES, SCREENED IN PORCHES, ROOM AND GARAGE ADDITIONS

Generally, requests for screened in porches and room additions will be approved subject to the following guidelines:

- A. The additions shall be constructed with quality materials.
- B. The roofline shall follow the natural roofline of the home, or be approved by the Architectural Control Committee.
- C. The roof, siding, and trim shall match the colors of the primary residence.

- D. All detailed construction plans must be approved prior to the commencement of construction.

7. GAZEBOS

Generally, requests for the installation of Gazebos will be approved subject to the following guidelines:

- A. Structure shall be built with quality materials.
- B. Final placement of the structure must be approved by the Architectural Control Committee.
- C. Height of structure shall not exceed 15 feet.

8. POOLS AND HOT TUBS

Only requests for in-ground type pools will be approved by the Architectural Control Committee. A detailed development plan must be provided to the Architectural Control Committee prior to the commencement of construction. No alteration to the existing grade may be done without the approval of the Architectural Control Committee. Any proposed grade changes must be shown on proposed plans. Pools and hot tubs should be placed in a location whereby they are not nuisances to surrounding homeowners. Each pool must be screened with either fencing or landscaping as approved by the Architectural Control Committee.

POOL FENCING: Generally, the following types of fencing will be acceptable around a pool area:

- A. Board on Board (a/k/a shadowbox) - Wood
- B. Cape Cod - Wood
- C. Picket - Wood
- D. Wrought Iron

POOL HOUSES: Pool equipment storage areas generally will be approved as long as the structure is solely used for the storage of chemicals, pumps, heaters and other pool related maintenance supplies. This structure shall not exceed ten feet to the top of the roofline and shall be located directly behind the primary residence. All such structures are subject to the following guidelines:

- A. The structure shall be constructed with quality materials.
- B. The roof color shall match the roof color of the primary residence.
- C. No metal structures will be approved.
- D. All detailed construction plans must be approved prior to the commencement of construction. Size shall not exceed six feet by eight feet.

9. BASKETBALL GOALS/COURTS

Generally, requests for the installation of Basketball Courts will be approved subject to the following guidelines:

BASKETBALL COURTS:

- A. The final location of the courts shall be approved by the Architectural Control Committee.
- B. Generally, Courts will not be approved in excess of 25 feet x 25 feet.
- C. The court may consist of concrete or asphalt materials.
- D. Generally, no lighting will be permitted.

BASKETBALL GOALS:

- A. Type; the backboard shall be made from one of the following types of materials:
 - 1. Clear Plexiglas
 - 2. Acrylic
 - 3. Graphite
- B. No wooden backboards will be approved.
- C. All basketball goal logo's shall be approved as part of the initial submittal. Logo's shall not cover greater than 25% of the back board area as determined by the Architectural Control Committee.

PORTABLE GOALS: Portable goals are permitted, provided that it is stored in the garage of a residence when it is not in use (i.e. winter).

LOCATION: No basketball rim/board shall be attached to the primary residence. Final location of the goal/board shall be approved by the Architectural Control Committee prior to installation. Generally, basketball goals will be approved if they are located adjacent to driveways.

10. INVISIBLE FENCING

Generally, requests for invisible fencing will be approved subject to Architectural Control Committee approval of proposed fence location prior to installation. All controller boxes, etc. shall be hidden from view.

11. LAWN ORNAMENTS

All lawn ornaments and other items added to the lot beyond the primary residence are subject to the approval of the Architectural Control Committee.

Generally, ornamental bird baths will be approved as long as they do not exceed three feet in height. Generally, concrete lawn ornaments which exceed 24 inches in height, such as deer, etc. will not be approved by the Architectural Control Committee.

12. LANDSCAPE DESIGNS & PLANTING BEDS

All landscape designs and planting beds are subject to review by the Architectural Control Committee. The Architectural Control Committee reserves the right to deny any request based upon a lack of conformity to the established aesthetics of the neighborhood. At least 50% of the front yard shall consist of grass.

13. SIGNAGE

All signage is subject to local and state regulations. All signage, except as stated herein, is subject to the approval of the Architectural Control Committee. No signage shall be located in such a place whereby it restricts or obstructs traffic visibility. No identification signage will be allowed within the right-of-way of a dedicated public street, nor in any area not specifically approved by the Architectural Control Committee. Generally, requests for flashing or blinking signs will be denied.

TEMPORARY SIGNAGE: All signage is subject to Architectural Control Committee approval. One "For Sale" sign shall be allowed in the front yard of a primary residence. Other temporary signs (such as political, garage sale, etc.) will be allowed for short periods of time.

PROHIBITED SIGNAGE: The following signage generally will not be approved by the Architectural Control Committee:

- A. Signs advertising goods, services or home occupations.
- B. Banners and portable signage.

14. LAWN MAINTENANCE

Generally, a property owner must keep their lots properly mowed and reasonably weed free. All front and side yards to back edge of house must be sodded, unless specifically approved by the Architectural Control Committee. On all corner lots, both areas adjacent to roadway shall be treated as front yards and shall be subject to sodding requirements and fencing limitations.

15. LIGHTS & MAILBOXES

Each lot owner shall maintain a standard mailbox. The cost of each shall be the responsibility of the property owner. The mailbox must remain the same size, color, and shape that was originally installed with the home. The owner shall be responsible to keep

the mailbox in good condition. The owner at all times shall keep the dusk to dawn lighting (outside garage lights) in good repair with working light bulbs.

All additional lighting is subject to Architectural Control Committee approval prior to installation.

16. PLAYGROUND STRUCTURES

All requests for playground structures (including temporary structures such as trampolines) must be approved by the Architectural Control Committee prior to installation. Generally, requests for playground structures will be approved subject to the following guidelines:

- A. Approved location
- B. Constructed with quality materials. Generally, requests for the installation of wood playgrounds will be approved. Requests for plastic or metal structures will not be approved.
- C. Height not to exceed 15 feet unless specifically approved by the Architectural Control Committee.
- D. Treehouses are not permissible.

17. EXTERIOR PAINTING

No change to any exterior color (base or trim) shall be made without the consent of the Architectural Control Committee. The Architectural Control Committee reserves the right to restrict the colors that are utilized in repainting any exterior.

18. BUG ZAPPERS

Generally, requests for electric Bug Zappers will be approved subject to the owner requesting the device representing that it will be turned off not later than 10 p.m.

19. FLAG POLES

Generally, requests for flag poles will be approved subject to the pole being made of quality materials firmly secured into the ground and not exceeding twenty feet in height.

20. BIRD HOUSES

Generally, requests for bird houses will be approved subject to the following criteria:

- A. All pole mounted bird houses shall be located in the rear yard of a residence secured firmly into the ground in an approved location.
- B. Quality materials shall be utilized in the construction of the bird house.

- C. All colors shall be approved by the Architectural Control Committee.

21. VEHICLES AND BOATS

No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or driveway. No camper, trailer, mobile home, boat, truck (larger than 3/4 ton), motorcycle, minibike, moped or school bus may be kept in the community unless it is kept in the garage of a residence.

22. RESIDENTIAL USE ONLY

All lots in the community shall be used solely for residential purposes. No business may be conducted on any lot, except those home occupations that do not generate traffic.

23. LAKE LOTS

No improvement (for example, plants, stones, railroad ties) may be installed near the water's edge (within 10 feet) of any lake or pond in the community without prior approval of the Architectural Control Committee.

24. GARBAGE

No refuse, garbage or trash may be maintained on any lot. Garbage and trash shall be kept in sanitary containers that are not visible from the street, except on collection day.

25. OTHER

Any alteration or improvement made to a lot within the community is subject to Architectural Control Committee approval prior to its commencement.

26. NON INVALIDITY OF ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

No Declaration of a court of competent jurisdiction of the invalidity of any regulation or part of a regulation contained in these guidelines shall invalidate any other portion of these guidelines.

27. CONFLICT

Any conflict or ambiguity arising from the application of the requirements of these guidelines and the requirements of the Declaration of Covenants conditions and Restrictions shall be resolved in favor of the application of the Declaration of Covenants conditions and Restrictions.

28. VIOLATION/REMEDIES

For any violation of these Architectural Control Guidelines, The Architectural Control Committee shall provide notice of any violation. Such violations shall be corrected within 15 days of receipt of a notice. If the violation is not corrected, the Architectural Control Committee, through the Association, retains the right to correct the violation and bill the homeowner for all applicable costs including but not limited to: attorneys' fees, cost of repairs, interest up to the maximum rate allowable by law, and all reasonable costs of collection.

29. APPEALS PROCESS

If a property owner's request for Architectural Approval is denied by the Architectural Control Committee, the property owner may appeal the ruling to the Board of Directors.

SKPOA Official Documents

**SPRING KNOLL
PROPERTY OWNER REQUEST FOR ARCHITECTURAL CHANGE**

Please Print

1. Name _____ Phone _____
Address _____ Lot # _____

For ALL Submissions, the following attachments are required:

- ☐ At closing, the builder furnished a plot plan for your lot. On a copy, please draw the proposed addition/improvement.
- ☐ Elevations and Blueprints or working drawings indicating all dimensions.
- ☐ If available, a photograph or drawing of a similar, completed project.

2. Briefly describe the proposed change _____

Location: _____

Dimensions: _____

3. Please list the major construction materials that will be used in this project. Be as specific as possible:

Note: Requests for exterior color/materials changes must submit samples of color, paint, etc. Exterior materials must conform to the original construction or be sufficiently compatible. All submitted materials will be retained by the Association.

4. Will any part of the proposed improvement extend beyond your property line? Yes _____ No _____

If yes, signature and address of the affected homeowner must be provided below:

Signature _____ Printed _____

Address _____ Lot # _____

5. Would any part of the proposed improvement extend into any Common Area or Easement shown on the plot plan of your lot? Yes _____ No _____

6. Project Schedule:

A. The work will be performed by: _____ Homeowner
_____ Contractor – Name _____

_____ Both

B. Subsequent to the committee approval, please indicate the projected start date _____
and time required for completion _____

C. Please indicate all required permits (building, etc.) _____

Homeowner's Signature _____

Date: _____

For all Submissions, be sure to include the requested attachments listed on the previous page.

-----For Architectural Committee Use Only-----

Architectural Review Action:

() Approved as submitted

() Approved with restrictions as follows: _____

() Deferred. Reason _____

() Denied. Comments _____

Architectural Review Committee Signature _____

Date: _____