COVENANTS

FOR

KNOLLWOOD RESIDENTIAL SUBDIVISION

LAWRENCE TOWNSHIP
MARION COUNTY
INDIANA
KNOLLWOOD SUBDIVISION COVENANTS

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

Article 1 Membership

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

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

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

1.D. The KNA as part of its duties and as part of KNA expenses, shall provide for:
A. Maintenance of the Common Area including but not limited to fertilizing, mowing and replanting when necessary of the grass and trees, and annual maintenance of any other improvements within these areas.

B. Maintenance of the entry signs and any other development improvements done by KNA.

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

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

Article 2 Buildings

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

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

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

2.D. Buildings: No building shall be erected, placed, or externally structurally altered on any building plot in this subdivision until the building plans, specifications, and plat plan showing the location of such building have been approved by the Building Committee, composed solely of owners of lots in Knollwood and as set forth in Section 2E below. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. All buildings erected on any lot shall be constructed of materials of good quality suitably adapted for use in the construction of residences and no old building or buildings shall be placed on or moved upon said premises. Detached accessory storage buildings shall be constructed of
materials of the same quality and of similar color with complementary design as that of the principal dwelling and shall be subject to the same requirements as otherwise provided herein for the approval of plans and specifications by the Building Committee as those requirements as to the principal dwelling on each lot. No detached accessory or storage building shall be located nearer to any street right of way line than the principal dwelling.

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

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

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

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

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

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

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

Article 3  Land, Streets and Lots

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

3.B. Utility Easements: There are strips of ground as shown on the recorded plat and marked “U & D Easement,” which are reserved for the use of public utilities, not
including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, subject at all times to the proper authorities and to the easements therein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision are subject to the rights of public utilities; said rights also including the right of ingress and egress, in, to, from, along, across, and through said utility easements.

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

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

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

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

3.G. Parking on the Streets: Except in emergencies, vehicles, including but not limited to cars, trucks, motorcycles, boats, or RV's, may not be parked overnight on the street or for longer extended periods. If an exception is required, a homeowner must obtain an approval from the KNA to permit parking on the street for extended periods.
Article 4  General Covenants

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

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

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

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

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

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

4.G. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted upon or in any lot; and no oil
wells, tanks, tunnels, mineral excavations, or shafts shall be constructed, permitted or maintained upon or in any lot. No derrick, or other structure designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted upon any lot. No person may strip, excavate, or otherwise remove soil for sale or use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of buildings or other landscape improvements such as retention walls on such premises.

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

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

Article 5 Agreement

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

5.B. Violations:

5.B. (a) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any or these covenants, restrictions, provisions, or conditions herein, it shall be lawful for KNA or the appropriate governmental entity or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other
dues for such violation. In the event of violation of covenants, and the association
decides to take legal action, all expenses, including attorney fees and court costs, shall be
recoverable from the property owner. If the owner fails to pay, the Association is entitled
to a lien against the property.

5.B. (b) If the owner(s) of such lots, and/or any occupant(s), or the heirs, personal
representatives, successors, or assigns of such owner(s), and/or occupant(s), violate(s)
y of the Covenants, it shall be lawful for any other person(s) owning real estate situated
in Knollwood or the KNA to initiate administrative proceedings and/or an action at law
and/or in equity against the person or persons violating any of the Covenants, and either
(a) prevent them from so doing, or (b) recover damages for such violation(s), or (c) both.
In the event an Indiana court or administrative body finds there to be a violation of
covenant(s), all expenses, including attorney fees and court costs, shall (if we don’t say
shall then the courts will not do it) be recoverable from the property owner found to be in
violation. If the owner fails to pay, the KNA is entitled to a lien against the property.
Reasonable attorneys’ fees and cost incurred in the enforcement of these covenants,
including attorneys’ fees and costs incurred in the collection of assessments, shall be
assessed against said owner and included in any claim for lien or judgment otherwise
provided for herein. The invalidation or voidance of any of the Covenants by judgment
or court order shall in no way affect any of the other provisions, which shall remain in
full force and effect.

5.C. Signatures: In witness whereof, the undersigned represents that these Covenants
have been duly adopted and authorized by the owners of the above described real estate.

[Signature]

Clark L. Snyder, President
Knollwood Neighborhood Association

STATE OF INDIANA )
) ss:
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally
appeared Clark L. Snyder, who acknowledged execution of the foregoing
Covenants.

Witness my hand and Notary Seal this 1st day of October,
2003.

[Signature]

Amy O. Baker
Signature, Notary Public

[Signature]

Amy O. Baker
Printed

My Commission Expires: 7-24-06 County of Residence: Marion

MARION, IN
Document: DC 2003.272069
Part of the South half of the Southwest quarter and part of the South half of the Southeast quarter of Section 17, and part of the North half of Section 36, in Township 17 North, Range 4 East of Marion County, State of Indiana, more particularly described as follows:

Commencing at the Northwest corner of the South half of the Southwest quarter of said Section 25; running thence S 89°32'46"E on and along the North line of said half quarter section; said line also being the North line of Fairwood Hills Second Section, Part Four and said North line extended as per plat thereof recorded in Plat Book 32 page 118 in the Office of the Recorder of Marion County a distance of 240.760 feet to the Northeast corner of lot 328 in said Fairwood Hills Second Section, Part Four; said point being the point of beginning of the real estate described herein; continuing thence S 89°32'46"E and along said North line a distance of 243.840 feet to the Northeast corner of said half quarter section; running thence S 89°13'24"E on and along the North line of the South half of the Southeast quarter of said section a distance of 354.100 feet; running thence S 69°52'46"E a distance of 407.694 feet to a point in the centerline of Sargent Road as now located; (the following 3 calls being on and along said centerline); running thence S 15°02'59"W a distance of 1079.320 feet; running thence S 37°40'44"W a distance of 353.330 feet; from a point that is N 32°20'54"E a distance of 89.27 feet from the Easternmost corner of Fairwood Hills First Section, Revised Final Plat recorded in Plat Book 30, pages 155 thru 159 in the Office of the Recorder of Marion County; running thence N 57°29'52"W a distance 410.560 feet; thence N 24°47'52"W a distance of 207.500 feet; thence N 24°31'15"W a distance of 262.880 feet; running thence N 04°30'31"W a distance of 192.786 feet to a point on a curve concave Northeast by running thence a central angle of 01°25'07" and a radius of 1168.010 feet; running thence Westerly around said curve an arc distance of 28.920 feet (said arc being subtended by a chord having a bearing of N 75°59'08"E and a length of 28.919 feet) to the Southermost corner of Fairwood Hills Second Section, Part One as per plat thereof recorded in Plat Book 31, pages 358 and 359; (the following 2 calls being on and along the East line of said Fairwood Hills Second Section, Part One); running thence N 17°24'16"E a distance of 305.180 feet; running thence N 42°23'10"W a distance of 70.000 feet to the Northernmost corner of lot 230 in Fairwood Hills Second Section, Part One, said point also being the Easternmost corner of lot 336 in the aforementioned Fairwood Hills Second Section, Part Four; (the following 7 calls being on and along the East line of said Fairwood Hills Second Section, Part Four); continuing thence N 42°23'10"W a distance of 130.720 feet; running thence N 17°09'54"W a distance of 152.370 feet; running thence N 75°12'10"E a distance of 175.000 feet to a point on a curve concave Southeast by running thence a central angle of 38°54'24" and a radius of 175.000 feet, said point being S 75°12'10"W from the radius point of said curve; running thence Northerly around said curve an arc distance of 104.616 feet (said arc being subtended by a chord having a bearing of N 02°39'22"E and a length of 104.975 feet); running thence N 20°06'34"E tangent to the last described curve a distance of 16.620 feet to the point of curvature of a curve concave Southeast by running thence a central angle of 41°32'24" and a radius of 150.000 feet; running thence Northeasterly around said curve an arc distance of 108.570 feet (said arc being subtended by a chord having a bearing of N 40°55'16"E and length of 108.590 feet); running thence N 00°27'14"E a distance of 238.480 feet to the point of beginning; containing in all 39.040 Acres; subject, however, to all legal highways, rights-of-way and easements of record.
COVENANTS

FOR

KNOLLWOOD RESIDENTIAL SUBDIVISION

AND BY LAWS

LAWRENCE TOWNSHIP

MARION COUNTY

INDIANA

Cross Reference #

77-4894
KNOLLWOOD SUBDIVISION COVENANTS

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

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

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

1.D. The KNA as part of its duties and as part of KNA expenses, shall provide for:
A. Maintenance of the Common Area including but not limited to fertilizing, mowing and replanting when necessary of the grass and trees, and annual maintenance of any other improvements within these areas.

B. Maintenance of the entry signs and any other development improvements done by KNA.

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

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

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

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

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

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

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3.G. Parking on the Streets: Except in emergencies, vehicles, including but not limited to cars, trucks, motorcycles, boats, or RV’s, may not be parked overnight on the street or for longer extended periods. If an exception is required, a homeowner must obtain an approval from the KNA to permit parking on the street for extended periods.
Article 4  General Covenants

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

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

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

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

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

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

4.G. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted upon or in any lot; and no oil
wells, tanks, tunnels, mineral excavations, or shafts shall be constructed, permitted or maintained upon or in any lot. No derrick, or other structure designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted upon any lot. No person may strip, excavate, or otherwise remove soil for sale or use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of buildings or other landscape improvements such as retention walls on such premises.

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

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

Article 5 Agreement

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

5.B. Violations:

5.B. (a) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any or these covenants, restrictions, provisions, or conditions herein, it shall be lawful for KNA or the appropriate governmental entity or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other
dues for such violation. In the event of violation of covenants, and the association
decides to take legal action, all expenses, including attorney fees and court costs, shall be
recoverable from the property owner. If the owner fails to pay, the Association is entitled
to a lien against the property.

5.B. (b) If the owner(s) of such lots, and/or any occupant(s), or the heirs, personal
representatives, successors, or assigns of such owner(s), and/or occupant(s), violate(s)
any of the Covenants, it shall be lawful for any other person(s) owning real estate situated
in Knollwood or the KNA to initiate administrative proceedings and/or an action at law
and/or in equity against the person or persons violating any of the Covenants, and either
(a) prevent them from so doing, or (b) recover damages for such violation(s), or (c) both.
In the event an Indiana court or administrative body finds there to be a violation of
covenant(s), all expenses, including attorney fees and court costs, shall (if we don't say
shall then the courts will not do it) be recoverable from the property owner found to be in
violation. If the owner fails to pay, the KNA is entitled to a lien against the property.
Reasonable attorneys' fees and costs incurred in the enforcement of these covenants,
including attorneys' fees and costs incurred in the collection of assessments, shall be
assessed against said owner and included in any claim for lien or judgment otherwise
provided for herein. The invalidation or voidance of any of the Covenants by judgment
or court order shall in no way affect any of the other provisions, which shall remain in
full force and effect.

5.C. Signatures: In witness whereof, the undersigned represents that these Covenants
have been duly adopted and authorized by the owners of the above described real estate.

"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."

Kenneth Nelson

STATE OF INDIANA  )
) ss:
COUNTY OF MARION  )

Prepared By
Clark L. Snyder

Clark L. Snyder, President
Knollwood Neighborhood Association

Before me, a Notary Public in and for said County and State, personally
appeared Clark L. Snyder, who acknowledged execution of the foregoing
Covenants.

Witness my hand and Notary Seal this 1st day of October, 2003.

Amy O. Bledsoe
Signature, Notary Public

County of residence: Marion
my Commission expires 7/24/06

County of Res: Marion
Printed
my Commission expires 7/24/06
Part of the South half of the Southwest quarter and part of the South half of the Southeast Quarter of Section 36, in Township 17 North, Range 4 East of Marion County, State of Indiana, more particular described as follows:

Commencing at the Northwest corner of the South half of the Southwest quarter of said Section 25; running thence S 89°32'46" E along said North line extended as per plat thereof recorded in Plat Book 32 page 118 in the Office of the Recorder of Marion County a distance of 2940.750 feet to the Northeast corner of lot 328 in said Fairwood Hills-Second Section, in said Marion County, a distance of 507.694 feet to a point in the centerline of Sargent Road as now located; (the following 3 calls being on and along centerline): running thence S 42°59'44" E a distance of 570.300 feet to a point; said point being N 42°59'44" W a distance of 353.330 feet from the Northeast corner of said section a distance of 41.20 feet; running thence S 15°02'59" W a distance of 1079.320 feet; running thence S 37°40'14" E a distance of 354.100 feet; running thence S 69°52'46" E; north line of the South half of the Southeast quarter of said section a distance of 507.300 feet to a point in the centerline of Sargent Road as now located; (the following 3 calls being on and along centerline): running thence N 32°28'59" E a distance of 89.27 feet from the Eastermost corner of said section; Revised Plat recorded in Plat Book 30, pages 155 thru 159 in the Office of the Recorder of Marion County; running thence N 24°31'15" W a distance of 207.500 feet; running thence N 24°47'52" W a distance of 410.560 feet; running thence N 57°29'27" W a distance of 192.786 feet to a point on a curve concave Northwesterly having a central angle of 01°25'07" and a radius of 1180.010 feet; running thence Westerly around said curve an arc distance of 262.886 feet; running thence N 04°30'31" W a distance of 28.919 feet to the Southermost 305.180 feet; running thence N 42°23'10" W a distance of 70.000 feet to the Northermost corner of lot 230 in said Fairwood Hills-Second Section, Part One as per plat thereof recorded in Plat Book 31, pages 358 and 359; (the following 7 calls being on and along the East line of said Fairwood Hills-Second Section, Part One, said point also being the Eastermost corner of lot 336 in the aforementioned Fairwood Hills-Second Section, Part One): running thence N 32°28'59" E a distance of 354.100 feet to a point on a curve concave Southeasterly having a central angle of 34°54'24" and a radius of 175.000 feet; said point being N 34°54'24" E a distance of 130.720 feet; running thence N 13°05'54" W a distance of 152.370 feet; running thence N 42°23'10" W a distance of 104.795 feet; running thence N 20°06'34" E tangent to the last described curve a distance of 16.620 feet to the point of beginning; containing in all 39.040 Acres, subject, however, to all legal highways, rights-of-way and easements of record.
# Cross Reference

† 77-4894

Knollwood Neighborhood Association
BYLAWS

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OF

KNOLLWOOD NEIGHBORHOOD ASSOCIATION

an unincorporated not-for-profit neighborhood association

This association shall be governed by the Covenants of Knollwood Subdivision, these bylaws, and Roberts Rules of Order Newly Revised.

ARTICLE I - NAME

The name of this association shall be Knollwood Neighborhood Association (KNA).

ARTICLE II - OBJECT

The purpose of this association shall be to administer the Covenants and bylaws of the Knollwood Subdivision, to aid in the maintenance of the subdivision, and to encourage friendships among neighbors.

ARTICLE III - MEMBERSHIP

Section 1. Requirements. KNA membership shall be required of each of the owners of the 31 properties in the Knollwood Subdivision, and each of the representatives to KNA shall be an adult.

Section 2. Dues. The Executive Board (EB) shall propose the required annual dues to the Knollwood Neighborhood Association for approval by the KNA property owners.

Section 3. Dues Payment. Upon receipt of a dues notice from the Treasurer, dues shall be paid within 30 days to the Vice President (VP). The VP shall record the name, amount, and check number of received dues before submitting them to the Treasurer who then issues a receipt to the VP. The Treasurer deposits dues as received and does not hold them.

Section 4. Dues In Arrears. If a property owner's dues are in arrears at the end of the 30-day period, another dues notice shall be sent. If arrears continue up to 60 days, the owner at that time shall lose "good standing" status and voting rights and any leadership position(s) shall be suspended until dues are paid. After 90 days, KNA may take legal action to collect the dues plus the court costs.

Section 5. Assessments. Property owners may be assessed additional funds aside from annual dues for the benefit of Knollwood Subdivision as proposed by the EB and approved by the KNA.

ARTICLE IV - MEETINGS

Section 1. Business Meetings/Quorum. The KNA shall schedule a minimum of two (2) business meetings each year that shall include but not be limited to an annual election meeting, and at least one other. Twelve (12) dues-paid representatives (one per property) shall constitute a quorum.

Section 2. Meeting Notice. Notice for KNA business meetings shall be in the Newsletter, and on fliers or mailed to property owners four weeks before the meeting, with follow-up notification four days before the
meeting. For the benefit of the host/hostess, the Meeting Committee shall phone or gather a written response from property owners to estimate the number of attendees coming.

Section 3. Agenda. KNA business meetings shall include but not be limited to time for fellowship and refreshments, officer/committee reports and general affairs, and neighborhood interests.

Section 4. Special Meetings. Special meetings of the KNA may be called by the President, EB, or forty percent (40%) of any of the KNA members (not necessarily only the representatives) by providing all members a written notice of the time, place, and reason for the called meeting.

Section 5. Officer Installation. After elections at the annual meeting, the new officers shall be installed at that meeting. Known appointed/volunteered Special or Standing Committee Directors and committee volunteers may be recognized at that time, and appointments or volunteers for these positions should be completed by the Executive Board Outgoing/Incoming Meeting.

Section 6. Informal Action. Any action required to be taken, or which may be taken, at a KNA meeting, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, is signed by sixteen (16) of the representatives who own property in the Knollwood Subdivision.

ARTICLE V - VOTING

Section 1. Business Meeting Procedure. Votes at a business meeting shall be taken using the Roll-call method and recorded by the Secretary, or shall be taken by written ballot. There is one vote per household. The person to represent the property is determined by the property owner(s). The Secretary shall keep voting results on file.

Section 2. Representative Procedure. Anyone renting a home in Knollwood Subdivision is welcome to attend KNA meetings and to express their opinion on matters affecting the neighborhood. However, the right to vote is retained by the property owner, who by written consent to the KNA Secretary, may transfer rights to vote to the renter or to an appointed adult representative.

Section 3. Ballot Procedure. Coded (marked by address or lot Number) written ballots shall be distributed to each dues-paid property owner for election voting as well as for issues which come up between meetings and which the EB considers timely for KNA.

Section 4. Other Procedure. Any such other voting procedure as prescribed by the parliamentary authority adopted by the KNA shall be applied when needed.

ARTICLE VI - OFFICERS

Section 1. Officers. The officers of KNA shall be elected and may include but not be limited to: PRESIDENT, VICE-PRESIDENT (VP), SECRETARY, TREASURER, and MEMBER-AT-LARGE. These officers shall perform the duties prescribed by the Covenants, these bylaws and by the parliamentary authority adopted by KNA.

Section 2. Nominations/Elections. A Nominating Committee of no more than three members shall be elected or appointed by the EB. It shall be the duty of this committee to nominate a slate of candidates from KNA members and prepare the ballots for officer elections at the annual meeting. Members of the committee may be nominated; more than one candidate for an office may be nominated; a member may be nominated for more than one office; and additional nominations from mail-in Nominating Ballots shall be permitted. The Nominating Ballot is to be mailed or hand delivered to each property owner at least 60 days before the annual meeting, and it shall include space for write-in nominations. The ballot must be returned within two weeks to the Teller, (who is a member of and is selected by the Nominating Committee). Next, the committee prepares an Election Slate which is to be mailed or hand-delivered at least 30 days before the
annual meeting and which may be returned before the annual meeting to the Teller as an absentee ballot or which shall be brought to the meeting to be cast. Additional nominations from the floor will be accepted from any member who did not nominate a candidate on the Election Ballot. After nominations are closed and the vote is taken, the Teller shall read the results and give the ballots to the Secretary to keep on file. In case of a tie, a vote shall be taken again to break the tie. Other election procedures may be followed as described in Robert’s Rules of Order Newly Revised.

Section 3. Election and Term of Office. The officers elected at the KNA annual meeting shall begin to serve their term of office upon installation at that meeting. Each officer shall serve a one-year term or until his/her successor is qualified and elected.

Section 4. Removal/Vacancies. An officer shall be subject to removal, with or without cause, by power of the Executive Board (EB) or at a meeting of the KNA called for that purpose. Any vacancy that occurs by an officer, whether by death, resignation, removal, moving, or any other cause, shall be filled by election of the EB. An officer elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been qualified and elected.

ARTICLE VII - DUTIES OF OFFICERS

Section 1. Meetings/Quorum. The officers shall meet as needed during the year’s term, and the quorum at an officer’s meeting shall be three (3) members. They shall also be expected to attend EB and KNA business meetings and events. The President or three other officers may call an officer’s meeting to address questions/events requiring immediate attention in the interim of KNA business meetings or EB meetings, and shall have the power to call special EB and KNA meetings and to postpone scheduled ones.

Section 2. Informal Action. Any action required to be taken at a meeting of officers, or any action which may be taken at a meeting of officers, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by majority consent of the officers.

Section 3. Contract Authority. All contracts executed on behalf of KNA shall be executed by the President’s signature AND the signature of any other officer. Notwithstanding the preceding provision of this section, any written contract may be executed by any officer(s) specifically designated by the KNA at their annual meeting or by resolution of the EB.

Section 4. Adverse or Favorable Interest. In voting, the adverse or favorable interest of an officer shall be disclosed and shall not disqualify the officer or invalidate his or her vote.

Section 5. Officer Overseeing Standing Committee. Officers shall be responsible to oversee specific Standing Committees. Overseers are: 1) President: Development Affairs; 2) Vice-President: Hospitality; 3) Secretary: Newsletter; 4) Member-At-Large: Building & Grounds.

Section 6. Responsibility for Success of KNA. The officers shall have authority to delegate an officer’s Standing Committee Director’s, committee’s volunteered or appointed person’s duties, and each respective officer retains final responsibility for the completion of those duties. The officers shall share responsibility for KNA’s success, including but not limited to input for meetings, programs/events, member participation, and recruiting qualified Directors and committee volunteers. Each officer shall perform his or her duties faithfully:

**Item A: President**
1) Shall be ex-officio member of all committees (except Nominating) and shall not serve as a Standing Committee Director while President.
2) Shall appoint Special Committees.
3) Shall call the Executive Board (EB) Outgoing/Incoming Meeting to transfer files, reports, recommendations, materials, etc. by members.
4) Shall be custodian of KNA Covenants, plat drawing, Bylaws and any official files.
5) Shall prepare, before each meeting, an order of business, and distribute it to the attendees at the beginning of the meeting.
6) Shall promptly review meeting minutes submitted from the Secretary and return them with any suggestions, etc.
7) Shall oversee the Development Affairs Committee, and receive its Director’s reports.
8) Shall perform such other duties applicable to the office as prescribed by the parliamentary authority adopted by the KNA.

**Item B: Vice-President.**
1) Shall preside at meetings in the absence of the President.
2) Shall receive the annual KNA dues and any other assessed payments from property owners, and after recording the names, amounts received and check numbers, shall then submit the funds to the Treasurer, who then gives a receipt to the VP, noting the total funds received.
3) Shall oversee the Hospitality Committee, and receive its Director’s reports.
4) Shall perform such other duties applicable to the office as prescribed by the parliamentary authority adopted by the KNA.

**Item C: Secretary.**
1) Shall preside at meetings in the absence of the President and Vice-President.
2) Shall keep attendance and an accurate record of officer, EB, and KNA meetings.
3) Shall keep KNA’s official membership roll and distribute it to each Knollwood property, and promptly issue an updated list whenever a change has occurred.
4) Shall keep on file all committee reports and records, and make them available to members upon request.
5) Shall send a reminder notification at least four days before all meetings.
6) Shall send within one week after a meeting a copy of the minutes to the President to review, who then promptly returns them with any suggestions, etc. After final review, promptly distributes copies to each household.
7) Shall prepare any correspondence when requested, including the Treasurer’s dues notice.
8) Shall oversee the Newsletter Committee, and receive its Director’s reports.
9) Shall perform such other duties applicable to the office as prescribed by the parliamentary authority adopted by the KNA.

**Item D: Treasurer.**
1) Shall report the state of the Treasury at the call of the President.
2) Shall issue a receipt to the Vice-President for funds received, and shall make record of them and deposit them into the KNA checking account as they are received and shall not hold them. KNA dues-paid property owners shall be reported to the EB.
3) Shall prepare an annual KNA budget and serve on the Finance Committee if it is appointed by the EB; is custodian of the checkbook and financial books; and shall pay bills, as directed, etc.; and shall promptly send to the President a copy of the monthly bank statement, noting the account’s current reconciled balance.
4) Shall be one of two signatures required for signing checks, and the President or the Member-At-Large shall be the other.
5) Shall submit the Treasurer’s books to the President along with an annual report at the end of the one-year term for review by the Audit Committee.
6) Shall perform such other duties applicable to the office as prescribed by the parliamentary authority adopted by the KNA.

**Item F: Member-At-Large.**
1) Shall organize, with EB input, the recruiting of Directors of Standing Committees and the committee volunteers for executing the affairs of KNA.
2) Shall direct the year-end EB evaluation of Committee reports to determine any continued activities, etc.
3) Shall oversee the Building & Grounds Committee, and receive its Directors reports.
4) Shall perform such other duties applicable to the office as prescribed by the parliamentary authority adopted by the KNA.
ARTICLE VIII - EXECUTIVE BOARD (EB)

Section 1. Members. The Executive Board shall include but not be limited to: Officers, Past President (who most recently served as President), Standing Committee Directors, and any other Special Committee Director appointed by the President.

Section 2. Actions. The EB shall have but not be limited to general supervision of the affairs of the KNA, between business meetings, fix the hour and place of meetings, and make their recommendations to the KNA. The EB shall be subject to the orders of the KNA, and none of its acts shall conflict with action taken by the KNA.

Section 3. Informal Action. Any action required to be taken at a meeting of the EB, or any action which may be taken at a meeting of the EB, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by two-thirds consent of the EB.

Section 4. Meetings/Quorum. The President Elect shall call within 30 days after the annual meeting, an EB meeting for all outgoing/incoming members to exchange recommendations, files, etc. The EB shall meet as needed or at the special call of the President or by written request from five of the EB members, and the quorum shall be forty percent of the serving board members. The members will be expected to also attend KNA meetings and events. The President may call committee coordinators to attend EB meetings when their input would be helpful to the EB.

Section 5. Director/Committee Appointments. To the extent permitted by law, the serving EB, with recommendation from the Member-At-Large, may appoint Standing Committee Directors and committee volunteers, temporary or permanent and designate duties, powers and authorities as presented in the KNA Bylaws, Covenants, and KNA parliamentary authority. The Director of a Special or Standing Committee may be an officer, excepting the President, and, he/she may not be a Director for more than one Special or Standing Committee during the year’s term.

Section 6. Finance Committee. If it is determined to be helpful, the EB may appoint a Finance Committee of no more than five members, one of whom shall be the Treasurer, to prepare a budget and submit it to the EB for Approval.

Section 7. Adverse or Favorable Interest. In voting, the adverse or favorable interest of any EB member shall be disclosed and shall not disqualify the member or invalidate his or her vote.

ARTICLE IX - COMMITTEES

Section 1. Members. Standing Committees may include but not be limited to: Hospitality, Newsletter, Development Affairs, and Building & Grounds. From time to time, the need may arise for the President to appoint a Special Committee.

Section 2. Meeting Notification By Director. Each Special or Standing Committee Director shall notify their overseeing Officer and ex-officio member, President, (except Nominating) of committee meetings, as well as notify the committee members at least four days before the meeting. KNA members may volunteer to serve on these committees.

Section 6. Committee Director Duties. Duties of the Special or Standing Committee Director include but are not limited to:

Item A: Hospitality:
1) Shall report to overseeing officer: Vice-President.
2) Shall oversee committees of:
   a) Neighbor Gifts – promptly sends or delivers gifts from the KNA for, but not limited to such events as births, deaths, new neighbor welcome, etc.
Proposals and the budget must be approved by the EB. The new neighbors shall also be given a gift notebook with KNA information such as the Covenants, Bylaws, meeting minutes, etc.

b) Meetings – confirms the place and time five weeks before a KNA meeting, and three days before the meeting gives the estimated attendance to the Refreshments Crew and Host/Hostess Crew, (who greet and distribute permanent name tags to attendees).

c) Program/Events – may include but not be limited to proposing ideas for EB approval for upcoming year’s meeting/event dates no later than 30 days after the annual meeting, and oversees plans and activities including but not limited to these committees and coordinators:

1) Spring Clean-up – may plan and coordinate teams to clean-up and beautify Knollwood, and encourage property owners to spruce up yards, etc. This shall be coordinated with the Building & Grounds Committee Director.

2) Summer Party – may establish a KNA committee to plan this.

3) Fall/Winter Party – may establish a KNA committee to plan this.

4) Guest Speakers – may investigate, plan and invite guest speakers for KNA meetings or other events.

3) Shall perform such other duties applicable to the committee as prescribed by the parliamentary authority adopted by the KNA.

4) Shall submit a year-end written evaluation to the Member-At-Large for EB evaluation of the Hospitality Committee and its goals.

Item B: Newsletter: Shall report to overseeing officer, Secretary.

1) Shall oversee committees of:
   a) Reporters – may recruit members to help research, report, prepare and edit copy for a KNA Newsletter.
   b) Distribution – may recruit members to print and distribute the newsletter.

2) Shall receive the roster of neighborhood property owners and the program/events calendar from the Secretary to publish in the Newsletter.

3) May solicit articles from neighbors to publish in the Newsletter to help KNA neighbors to get to know one another better.

4) Shall perform such other duties applicable to the committee as prescribed by the parliamentary authority adopted by the KNA.

5) Shall submit a year-end written evaluation to the Member-At-Large for EB evaluation of the Newsletter Committee and its goals.

Item C: Development Affairs:

1) Shall report to overseeing officer: President.

2) Shall oversee committees of:
   a) Covenants and Corporate Charter - studies and presents proposals to the EB and KNA for these two documents.
   b) Bylaws Committee - studies, prepares, and presents bylaws, amendments, etc. to the KNA, and shall oversee:
      1) Parliamentarian - is familiar with and enforces the parliamentary procedures of KNA. May present brief informative “tidbits” at business meetings of the KNA to help members become more familiar with Robert’s Rules of Order Newly Revised.
      2) Nominating Committee - shall conduct the elections of the officers of KNA. (See Article VI, Sections 2 and 3).
   c) Audit Committee - no more than three KNA members appointed by the President shall audit the Treasurer’s books and annual report at the close of his/her term of office and report state of the books to the EB.

3) Shall perform such other duties applicable to the committee as prescribed by the parliamentary authority adopted by the KNA.

4) Shall submit a year-end written evaluation to the Member-At-Large for EB evaluation of the Development Affairs Committee and its goals.
Item D: Building & Grounds:
1. Shall report to overseeing officer: Member-At-Large.
2. Shall oversee committees of:
   a) Buildings - approves building and property proposals with regard to the Covenants and Bylaws of KNA.
   b) Grounds - investigates, plans, proposes, coordinates, and contracts services which may include but not be limited to mowing, mulching, leaf removal, landscaping, watering, signs, lighting, streets, and etc.
   c) Snow Removal - investigates services and contracts for snow removal, monitors the service, receives the billings and forwards them to the Treasurer for payment. Keeps residents aware of their cooperative assistance for snow removal.
   d) Decorations - proposes ideas and budget for EB approval to decorate mailboxes, entrance, etc. Decorations shall be alike for all mailboxes and shall be put up and taken down as planned by the committee.
3. Shall perform such other duties applicable to the committee as prescribed by the parliamentary authority adopted by the KNA.
4. Shall submit a year-end written evaluation to the Member-At-Large for EB evaluation of the Building & Grounds Committee and its goals.

ARTICLE XI - INDEMNIFICATION

Any officer, or officer who is involved in litigation by reason of his or her position as an officer of this association, shall be indemnified and held harmless by the association to the fullest extent authorized by law as it now exists or may subsequently be amended.

ARTICLE XII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Knollwood Neighborhood Association in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order that the KNA may adopt.

ARTICLE XIII - AMENDMENT OF BYLAWS

Amendments to these bylaws may be adopted by issuing KNA representatives hand-delivered or mailed written amendments with coded ballots and when returned have been approved by a two-thirds (2/3) vote (one vote per property), of the KNA's 31 representatives.

Certification

I certify that the foregoing is a true and correct ten (10) page copy of the bylaws of the above-named association, duly adopted by the property owners on April 30, 2000.

Sharon L. Castlow
President

Kahlberer
Secretary