

9338021

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GRASSY KNOLL

THIS DECLARATION, made this 9th day of AUGUST, 1993,
by M-N ENTERPRISES, an Indiana partnership, its successors or
assigns (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the Owner of the lands contained in
the area shown on Exhibit "A", to be subdivided and platted into a
subdivision known as "GRASSY KNOLL", (hereinafter referred to as
"Real Estate"), attached hereto and made a part hereof, which
lands have been or will be subdivided for development of housing
(hereinafter referred to as the "Development"), and will be more
particularly described on the plats of the various sections
thereof and will be recorded in the Office of the Recorder of
Hamilton County, Indiana; and

WHEREAS, the Developer is about to plat, sell and convey
residential lots situated on the Real Estate Development and
before doing so desires to subject and impose upon all Real
Estate within the platted areas of the Development mutual and
beneficial restrictions, covenants, conditions and charges
(hereinafter referred to as the "Restrictions") under a general
plan or scheme of improvement for the benefit of the lots and
lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the
platted lots and lands located within the Development as they
become platted are held and shall be held, conveyed, hypothecated
or encumbered, leased, rented, used, occupied and improved,
subject to the following Restrictions, all of which are declared
and agreed to be in furtherance of a plan for the improvement and
sale of said lots and lands in the Development, and are
established and agreed upon for the purpose of enhancing and
protecting the value, desirability and attractiveness of the
Development as a whole and of each of said lots situated therein.
All of the Restrictions shall run with the land and shall be
binding upon the Developer and upon the parties having or
acquiring any right, title, or interest, legal or equitable, in
and to the real property or any part or parts thereof subject to
such Restrictions, and shall inure to the benefit of the
Developer's successors in title to any real estate in the
Development. The Developer specifically reserves unto itself the
right and privilege, prior to the recording of a plat by the
Developer to exclude any part of the Real Estate described as
Exhibit "A" from the Development.

This Instrument Recorded AUG 10 1993
Sharon K. Cherry, Recorder, Hamilton County, IN

HAMILTON COUNTY, INDIANA
RECORDER'S OFFICE
10:01 AM AUG 10 1993
9338021

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by the Developer, who shall be subject to removal by the Developer at any time, with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer until such time as the subdivision is 100% developed, at which time the Developer shall turn over its responsibilities to a Property Owners' Association comprised of the Owners who shall select from its membership not less than three (3) or more than five (5) members to serve as the committee for the enforcement of these covenants, conditions and restrictions.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

C. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding these persons having such interest merely as security for the performance of an obligation.

D. "The Committee" shall be created and its membership shall consist of the persons appointed by Developer or lot owners who pay mandatory assessments annually for liability insurance and maintenance costs for drainage easement area and signage easement area.

E. "Signage Easement Areas" shall mean those areas set aside for signage easement area structures at the street entrance, as shown on the plat or plats of Grassy Knoll, if any.

F. "Association" shall mean the Grassy Knoll Property Owners' Association, Inc., an Indiana not-for-profit Corporation, comprised of Owners of Lots within the plats of the subdivision known as Grassy Knoll whose powers, duties and general conduct of affairs of the Association shall be more particularly set out in its Articles of Incorporation and By-Laws. Such Association shall be formed prior to the sale of any Lots within the subdivision or within a reasonable time thereafter.

G. Signage easement areas and structures thereon, as well as lane-divided parkways, shall be maintained by the Developer until such time as the responsibility therefor is turned over to the Association by the Developer.

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H. Block "A" shall be under the control of the Developer until conveyed to the Association as set forth herein. The use, enjoyment and maintenance of Block "A" shall be controlled by the Developer during the development of this project and by the Association after conveyance to the Association.

2. Power of Committee.

A. In General. No dwelling building structure, fencing or improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the lot and the location of the improvements proposed to be constructed or placed upon the lot, each properly and clearly designated, and that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

- (1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
- (2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof and brick colors;
- (3) The proposed improvement or any part thereof would be architecturally, in the reasonable judgment of the Committee, be contrary to the interest, welfare or rights of all or any part of other Owners.

3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after

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all required information shall have been submitted to it. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit from the Town of Westfield, Indiana.

4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other material submitted to it, nor for any defects in any work done according thereto.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a single building site for residential use, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Property Owner or any association of property owners within the Development or the Zoning Authority of the Town of Westfield, Indiana, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor an association of property owners shall be liable for damages of any kind to any person for failing to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party) to assert any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

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C. Costs and Attorney's Fees. In the event the Committee or the Association is required to retain attorneys or engage in civil proceedings in order to enforce the terms and provisions of this Declaration, the Committee or Association shall be entitled to recover its costs, including reasonable attorneys' fees, and all such costs shall constitute a lien upon the Lot or Lots involved in the same manner as the assessments for common areas provided for herein.

8. Effect of Becoming an Owner and Lien of Assessment.

A. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owner covenants and agrees and consents to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these restrictions to keep, observe, comply with and perform such Restrictions and agreements. Each Owner by acceptance of a deed shall automatically become a member of the Association and subject to the mandatory lien of assessment for maintenance of the Signage Easement Areas and structures located thereon and payment for drainage easement area expense and expenses associated with Block "A." The Developer will turn over control of the Association to the Owners at the Developer's discretion. Title to Block "A" shall be conveyed to the Association not earlier than the date of sale of the 66th lot sold in Grassy Knoll.

B. Developer shall initially pay the costs of liability insurance and maintenance costs for any drainage easement area and signage easements. When the Developer elects to turn over control of the Association to the property owners, the property owners shall elect from among its membership not less than three (3) nor more than five (5) property owners who shall act as its Board of Directors and Development Control Committee. After Developer turns over control of the Association, the Association shall fix annual assessments for the above described costs and any necessary reserves and expenses which shall be equal as to each Lot in the Development. Payment of such assessments shall be mandatory as to each property owner, shall constitute a continuing lien upon the property of that property owner, collected in the same manner and under the same provisions of the mechanic's lien laws of the State of Indiana, I.C. §32-8-3-1, et

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seq, provided that any such lien shall be subordinate to the lien of any first mortgagee taking title to a lot upon foreclosure by such mortgagee or any first mortgagee taking title to a lot in lieu of foreclosure and upon such foreclosure (or taking) title in lieu thereof, such mortgagee shall take such title free and clear of any prior liens or assessments against such lot. The assessment to each property owner will initially be Twenty Dollars and No Cents (\$20.00) per year. Such assessment may be increased by vote of the Board of Directors of the Association, pursuant to the Articles of Incorporation of the Association.

9. Use Restrictions. All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards which shall run with the land.

A. No structure or any part thereof, other than a hedge, which shall first have been approved as provided herein, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of Westfield, Indiana.

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

C. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision, except by Owner during construction of the project. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided herein or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

D. No clotheslines shall be located on any lot.

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E. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, boats, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements shall be removed from said lots without the written approval of the Association or its successors and assigns.

F. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, hedge, or other enclosure which shall first have been approved by the Association or Committee for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon except upon terms and conditions acceptable to and approved by the Developer or the Association.

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

H. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

I. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

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J. No sign or billboard of any kind shall be erected or maintained on any lot except (1) signs approved by the Association, and (2) signs used by Owner, its successors and/or assigns, to advertise lots and residences for sale during the construction and initial sales period.

K. No lot owner shall alter, impair or change any easement without first obtaining the written consents of the Association and the lot owner or owners for whose benefit such easement exists.

L. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Association. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Association or their successors and assigns.

M. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Association and governmental authorities, and, if approved, will be located and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Association as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

N. Drainage ditches and swales have been constructed by Developer to create paths and courses for area and local storm drainage to serve the needs of the subdivision. It shall be the individual responsibility of each landowner to maintain the drainage across his own lot and between each owner's lot and that of a neighbor. Under no circumstances shall any swale or ditch be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer and the Association.

O. Each Owner of a Lot in the Development, other than the Developer, shall install a yard light at the time a house is

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constructed upon the Lot. Each light must be controlled by an electric eye so that it will be lighted from dusk to dawn. Each Owner of a Lot in the Development, other than the Developer, shall plant and maintain at least two (2) trees in the front yard of each Lot owned by such Owner.

P. Drainage easements will be shown on the plats of the Real Estate. The Developer and thereafter the Association shall maintain liability insurance coverage on such areas.

Q. No outhouses of any kind shall be erected or situated on any lot herein, except that used by a builder during the construction of a residential building on the property, which temporary structure shall be promptly removed upon completion of construction of the building.

R. Each residence constructed on a Lot shall have a continuous sidewalk from the driveway to the front door or porch.

S. No antenna in this subdivision shall exceed five (5) feet above a roof peak.

T. No satellite dishes shall be installed or permitted in this subdivision.

U. A storage shed or mini-barn may be erected on a Lot. The style of the structure will be determined by the Committee. The size of the structure shall not exceed 8' x 12'.

V. All Lots shall be accessed from the interior streets of this subdivision.

W. The Association or zoning authorities of Westfield, Indiana, shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of drainage detention areas and related drainage and utility easement areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to such drainage system, detention and easement areas, together with any damages incurred, and upon recover of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

10. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2018, at which time said covenants, conditions and restrictions

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shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by vote of those persons (including Developer) who are then the Owners of a majority of the numbered Lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Hamilton County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

11. Compliance with Federal Requirements. This Declaration and Plat Restrictions of the various plats of the proposed development shall comply with all seller's special warranties required by the Federal Home Loan Mortgage Corporation and the requirements of the United States Department of Housing and Urban Development.

12. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, witness the signature of Declarant this
9 day of AUGUST, 1993.

M-N ENTERPRISES, an Indiana partnership

By

Keith F. Macy
Keith F. Macy, Partner

STATE OF INDIANA, COUNTY OF HAMILTON, ss:

Before me, a Notary Public in and for said County and State, personally appeared Keith F. Macy, Partner, for and on behalf of M-N ENTERPRISES, an Indiana partnership, who acknowledged the

9338021

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M-N ENTERPRISES, an Indiana partnership

By Keith F. Macy
Keith F. Macy, Partner

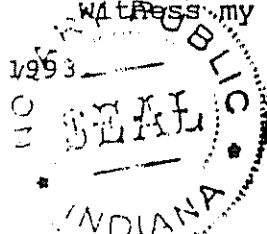
STATE OF INDIANA, COUNTY OF HAMILTON, ss:

Before me, a Notary Public in and for said County and State, personally appeared Keith F. Macy, Partner, for and on behalf of M-N ENTERPRISES, an Indiana partnership, who acknowledged the

9338021

execution of the foregoing Declaration of Covenants, Conditions
and Restrictions and who, having been duly sworn, stated that the
representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of August



Madonna J. Johnson Notary Public

Madonna J. Johnson (Printed)
Resident of Madison County, Indiana

My Commission expires:
January 16, 1994

I, the undersigned a registered land surveyor in the State
of Indiana, hereby certify that the within plat represents a
survey and subdivision of part of the Southwest Quarter of
Section 32 Township 10 North Range 4 East in Washington
Township, Hamilton County Indiana described as follows:

Beginning at a point on the West line of the Southwest
Quarter of Section 32, Township 10 North Range 4 East 000 20
feet North 00 degrees 01 minute 35 seconds West (assumed
bearing) from the Southwest corner of said Southwest Quarter;
thence North 00 degrees 01 minute 35 seconds West on said
West line 805.69 feet; thence North 89 degrees 14 minutes 34
seconds East parallel with the South line of said Southwest
Quarter 122.12 feet; thence South 29 degrees 18 minutes 54
seconds East 52.43 feet; thence South 55 degrees 22 minutes
42 seconds East 146.18 feet; thence North 89 degrees 14
minutes 34 seconds East parallel with said South line 231.07
feet to a point on a non-tangent curve the radius point of
which lies 325.00 feet North 85 degrees 41 minutes 21 seconds
West from said point; thence Northerly, curving to the left
on said curve, an arc distance of 58.02 feet to a point which
lies 325.00 feet North 84 degrees 28 minutes 05 seconds East
from the radius point of said curve; thence North 84 degrees
28 minutes 05 seconds East 50.00 feet; then North 89
degrees 57 minutes 21 seconds East 113.91 feet to the East
line of the West Half of the West Half of said Southwest
Quarter; thence South 00 degrees 02 minutes 38 seconds East
on said East line 733.78 feet to a point which is 000 20 feet
North of the South line of said Southwest Quarter; thence
South 89 degrees 14 minutes 34 minutes West parallel with
said South line 682.44 feet to the place of beginning
containing 11.031 acres more or less.

This Instrument Recorded AUG 10 1993
Sharon K. Cherry, Recorder, Hamilton County, IN

Subject to all legal easements and rights-of-way

This subdivision consists of 36 LOTS, numbered 1 through 18
and 72 through 88, BLOCK "A" and Streets all as shown on
within plat. The size of the LOTS, BLOCK, and the width of
the street rights-of-way is shown in figures denoting feet
and decimal parts thereof.

This instrument prepared by: John M. Kyle, Attorney at Law
198 South 9th Street
P. O. Box 2020
Noblesville, Indiana 46060

9338021

THIS DOCUMENT IS BEING RERECORDED IN ORDER TO INCLUDE EXHIBIT "A" WHICH WAS OMITTED AT THE TIME OF ITS EARLIER RECORDATION.

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GRASSY KNOLL

RECEIVED
FOR RECORD
94 JUL - 8 PM 3:23
SHERIFF'S OFFICE
RECORDER
HAMILTON CO. IN

THIS DECLARATION, made this 9th day of AUGUST, 1993, by M-N ENTERPRISES, an Indiana partnership, its successor assigns (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the Owner of the lands contained in the area shown on Exhibit "A", to be subdivided and platted into a subdivision known as "GRASSY KNOLL", (hereinafter referred to as "Real Estate"), attached hereto and made a part hereof, which lands have been or will be subdivided for development of housing (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof and will be recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, the Developer is about to plat, sell and convey residential lots situated on the Real Estate Development and before doing so desires to subject and impose upon all Real Estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of a plat by the Developer to exclude any part of the Real Estate described as Exhibit "A" from the Development.

This Instrument Recorded ~~Aug 10 1993~~
Sharon K. Cherry, Recorder, Hamilton County, IN

Re-
This Instrument Recorded 7-8-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

RECORDED
INDEXED
10-10-93
CLERK

INSTR # 9430627

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4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other material submitted to it, nor for any defects in any work done according thereto.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a single building site for residential use, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Property Owner or any association of property owners within the Development or the Zoning Authority of the Town of Westfield, Indiana, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor an association of property owners shall be liable for damages of any kind to any person for failing to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party) to assert any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

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C. Costs and Attorney's Fees. In the event the Committee or the Association is required to retain attorneys or engage in civil proceedings in order to enforce the terms and provisions of this Declaration, the Committee or Association shall be entitled to recover its costs, including reasonable attorneys' fees, and all such costs shall constitute a lien upon the Lot or Lots involved in the same manner as the assessments for common areas provided for herein.

8. Effect of Becoming an Owner and Lien of Assessment.

A. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owner covenants and agrees and consents to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these restrictions to accept, observe, comply with and perform such Restrictions and agreements. Each Owner by acceptance of a deed shall automatically become a member of the Association and subject to the mandatory lien of assessment for maintenance of the Signage Easement Areas and structures located thereon and payment for drainage easement area expense and expenses associated with Block "A." The Developer will turn over control of the Association to the Owners at the Developer's discretion. Title to Block "A" shall be conveyed to the Association not earlier than the date of sale of the 66th lot sold in Grassy Knoll.

B. Developer shall initially pay the costs of liability insurance and maintenance costs for any drainage easement area and signage easements. When the Developer elects to turn over control of the Association to the property owners, the property owners shall elect from among its membership not less than three (3) nor more than five (5) property owners who shall act as its Board of Directors and Development Control Committee. After Developer turns over control of the Association, the Association shall fix annual assessments for the above described costs and any necessary reserves and expenses which shall be equal as to each Lot in the Development. Payment of such assessments shall be mandatory as to each property owner, shall constitute a continuing lien upon the property of that property owner, collected in the same manner and under the same provisions of the mechanic's lien laws of the State of Indiana, I.C. §32-8-3-1. et

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seq, provided that any such lien shall be subordinate to the lien of any first mortgagee taking title to a lot upon foreclosure by such mortgagee or any first mortgagee taking title to a lot in lieu of foreclosure and upon such foreclosure (or taking) title in lieu thereof, such mortgagee shall take such title free and clear of any prior liens or assessments against such lot. The assessment to each property owner will initially be Twenty Dollars and No Cents (\$20.00) per year. Such assessment may be increased by vote of the Board of Directors of the Association, pursuant to the Articles of Incorporation of the Association.

9. Use Restrictions. All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards which shall run with the land.

A. No structure or any part thereof, other than a hedge, which shall first have been approved as provided herein, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of Westfield, Indiana.

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

C. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision, except by Owner during construction of the project. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof either has been completed in accordance with the detailed plans and specifications approved therefor as provided herein or sufficient funds have been placed in escrow to assure such completion as weather conditions permit.

D. No clotheslines shall be located on any lot.

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E. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, boats, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements shall be removed from said lots without the written approval of the Association or its successors and assigns.

F. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, hedge, or other enclosure which shall first have been approved by the Association or Committee for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon except upon terms and conditions acceptable to and approved by the Developer or the Association.

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

H. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

I. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

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J. No sign or billboard of any kind shall be erected or maintained on any lot except (1) signs approved by the Association, and (2) signs used by Owner, its successors and/or assigns, to advertise lots and residences for sale during the construction and initial sales period.

K. No lot owner shall alter, impair or change any easement without first obtaining the written consent of the Association and the lot owner or owners for whose benefit such easement exists.

L. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Association. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Association or their successors and assigns.

M. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Association and governmental authorities, and, if approved, will be located and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Association as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

N. Drainage ditches and swales have been constructed by Developer to create paths and courses for area and local storm drainage to serve the needs of the subdivision. It shall be the individual responsibility of each landowner to maintain the drainage across his own lot and between each owner's lot and that of a neighbor. Under no circumstances shall any swale or ditch be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer and the Association.

O. Each Owner of a Lot in the Development, other than the Developer, shall install a yard light at the time a house is

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constructed upon the Lot. Each light must be controlled by an electric eye so that it will be lighted from dusk to dawn. Each Owner of a Lot in the Development, other than the Developer, shall plant and maintain at least two (2) trees in the front yard of each Lot owned by such Owner.

P. Drainage easements will be shown on the plats of the Real Estate. The Developer and thereafter the Association shall maintain liability insurance coverage on such areas.

Q. No outhouses of any kind shall be erected or situated on any lot herein, except that used by a builder during the construction of a residential building on the property, which temporary structure shall be promptly removed upon completion of construction of the building.

R. Each residence constructed on a Lot shall have a continuous sidewalk from the driveway to the front door or porch.

S. No antenna in this subdivision shall exceed five (5) feet above a roof peak.

T. No satellite dishes shall be installed or permitted in this subdivision.

U. A storage shed or mini-barn may be erected on a Lot. The style of the structure will be determined by the Committee. The size of the structure shall not exceed 8' x 12'.

V. All Lots shall be accessed from the interior streets of this subdivision.

W. The Association or zoning authorities of Westfield, Indiana, shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of drainage detention areas and related drainage and utility easement areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to such drainage system, detention and easement areas, together with any damages incurred, and upon recover of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

10. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2018, at which time said covenants, conditions and restrictions

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shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by vote of those persons (including Developer) who are then the Owners of a majority of the numbered Lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Hamilton County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

11. Compliance with Federal Requirements. This Declaration and Plat Restrictions of the various plats of the proposed development shall comply with all seller's special warranties required by the Federal Home Loan Mortgage Corporation and the requirements of the United States Department of Housing and Urban Development.

12. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, witness the signature of Declarant this
9 day of AUGUST, 1993.

M-N ENTERPRISES, an Indiana partnership

By Keith F. Macy
Keith F. Macy, Partner

STATE OF INDIANA, COUNTY OF HAMILTON, ss:

Before me, a Notary Public in and for said County and State personally appeared Keith F. Macy, Partner, for and on behalf of M-N ENTERPRISES, an Indiana partnership, who acknowledged the

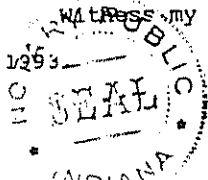
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Declaration of Covenants
for Grassy Knoll

execution of the foregoing Declaration of Covenants, Conditions
and Restrictions and who, having been duly sworn, stated that the
representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of August.



Madonna J. Johnson Notary Public
Madonna J. Johnson (Printed)
Resident of Madison County, Indiana

My Commission expires:
January 16, 1994

I, the undersigned a registered land surveyor to the State
of Indiana, hereby certify that the within plat represents a
survey and subdivision of part of the southwest Quarter of
Section 32 Township 19 North Range 4 East in Washington
Township, Hamilton County Indiana, described as follows:

Beginning at a point on the West line of the Southwest
Quarter of Section 32, Township 19 North, Range 4 East 880.20
feet North 00 degrees 01 minute 35 seconds East (assumed
bearing) from the Southwest corner of said Southwest Quarter
thence North 00 degrees 01 minute 35 seconds East on said
West line 800.89 feet; thence North 89 degrees 14 minutes 34
seconds East parallel with the South line of said Southwest
Quarter 122.12 feet; thence South 29 degrees 18 minutes 4
seconds East 52.43 feet; thence South 55 degrees 25 minutes
42 seconds East 140.18 feet; thence North 89 degrees 14
minutes 34 seconds East parallel with said South line 231.07
feet to a point on a non-tangent curve the radius point of
which lies 325.00 feet North 55 degrees 41 minutes 21 seconds
West from said point; thence Northerly, curving to the left
on said curve, an arc distance of 56.02 feet to a point which
lies 325.00 feet North 04 degrees 26 minutes 05 seconds East
from the radius point of said curve, thence North 04 degrees
26 minutes 05 seconds East 50.00 feet, thence North 89
degrees 57 minutes 21 seconds East 13.91 feet to the East
line of the West Half of the West Half of said Southwest
Quarter, thence South 00 degrees 02 minutes 38 seconds East
on said East line 733.78 feet to a point which is 986.20 feet
North of the South line of said Southwest Quarter, thence
South 89 degrees 14 minutes 34 seconds East parallel with
said South line 862.44 feet to the place of beginning
containing 11.031 acres more or less.

Subject to all legal assessments and rights-of-way.

This subdivision consists of 35 LOTS numbered 1 through 15
and 72 through 86 BLOCK "A" and Streets all as shown on the
within plat. The size of the LOTS BLOCK and the width of
the street rights-of-way is shown in figures denoting feet
and decimal parts thereof.

This instrument Recorded AUG 10 1993
Sharon K. Cherry, Recorder, Hamilton County, IN

This instrument prepared by: John M. Kyle, Attorney at Law
198 South 9th Street
P. O. Box 2020
Noblesville, Indiana 46060

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Grassy Knoll Subdivision

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 32, Township 19 North, Range 4 East in Washington Township, Hamilton County, Indiana, more particularly described as follows, to-wit:

Beginning at a point on the West line of the Southwest Quarter of Section 32, Township 19 North, Range 4 East 986.20 feet North 00 degrees 01 minute 35 seconds West (assumed bearing) from the Southwest corner of said Southwest Quarter; thence North 00 degrees 01 minute 35 seconds West on said West line 1703.17 feet to the North line of said Southwest Quarter; thence North 89 degrees 41 minutes 26 seconds East on and along said North line 661.87 feet to the East line of the West Half of the West Half of said Southwest Quarter; thence South 00 degrees 02 minutes 39 seconds East on and along said East line 1697.96 feet; thence South 89 degrees 14 minutes 34 seconds West parallel with the South line of said Southwest Quarter 662.44 feet to the place of beginning, containing 25.85 acres, more or less.

Subject to the right-of-way for Grassy Branch Road.

Subject to all other legal easements and rights-of-way.

This instrument recorded 7-8-1994
Sharon K. Cherry, Recorder, Hamilton County, IN

EXHIBIT "A"

9430627

This Instrument Recorded
Sharon K. Cherry, Recorder, Hamilton County, IN

AUG 29 1994

9437507

C E R T I F I C A T I O N

The undersigned, being the Secretary of Grassy Knoll Property Owners' Association, Inc., does hereby certify that attached hereto, made a part hereof, and marked Exhibit "A" is a true and accurate copy of a Resolution duly adopted by the Board of Directors of Grassy Knoll Property Owners' Association, Inc., dated the 21st day of July, 1994.

John R. Neal
John R. Neal, Secretary

Dated: July 21st 1994

RECEIVED
FOR RECORD
AUG 29 PM 2:45
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County and State personally appeared John R. Neal, who acknowledged the execution of the foregoing who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21 day of July 1994.

INDIANA
NOTARY PUBLIC
SEAL

My Commission expires: 2-15-94

John M. Kyle
John M. Kyle
Resident of Hamilton County, IN
Notary Public
(Printed)

This instrument prepared by: John M. Kyle, Attorney at Law
198 South 9th Street, P. O. Box 2020
Noblesville, Indiana 46060-2020

Directors of
Owners' Ass
F. Macy
John R. Neal

BIT "A"

OTR. # 9437507