

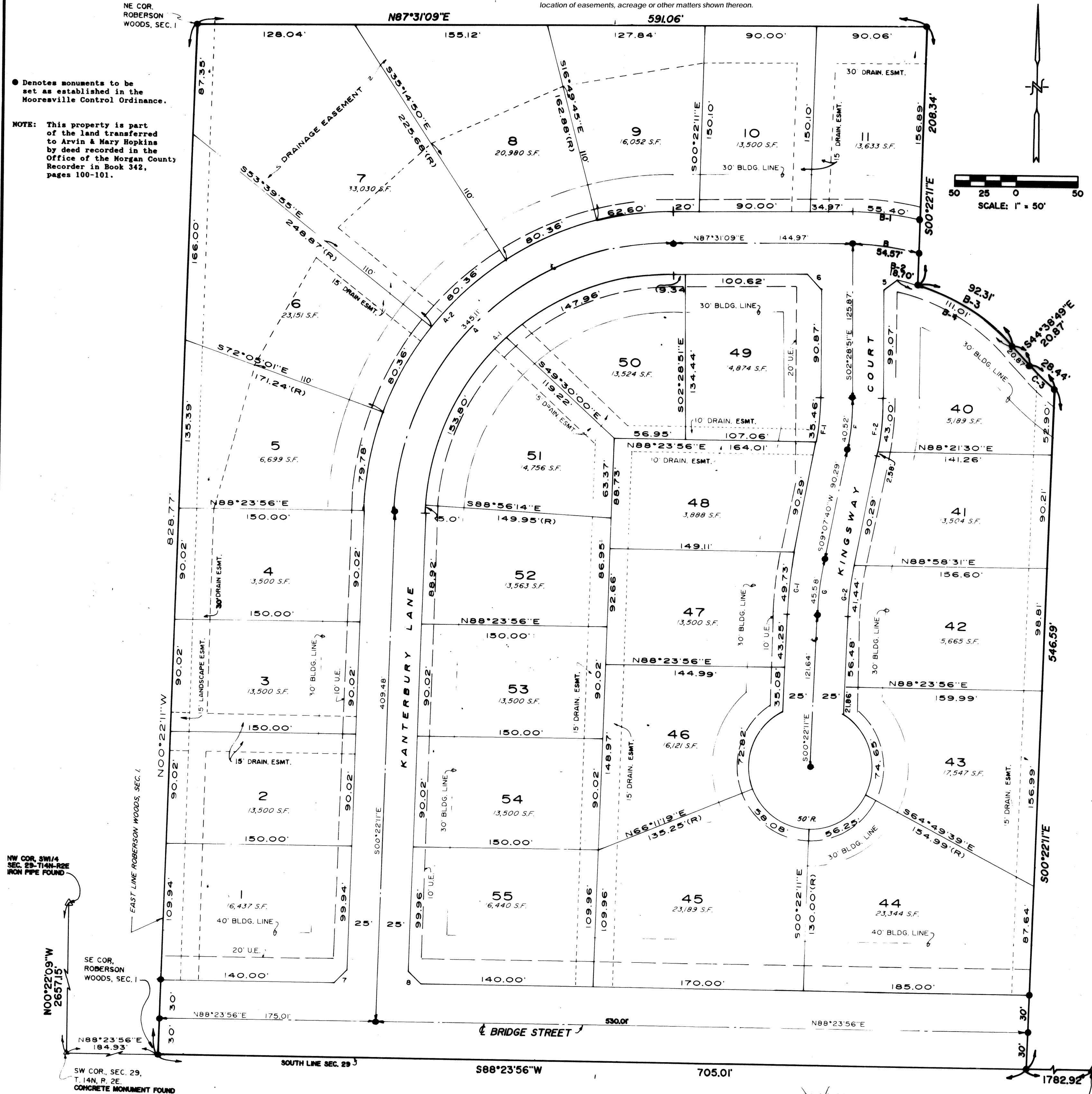
KNIGHTSBRIDGE SECTION ONE

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NE COR. ROBERSON WOODS, SEC. 1

• Denotes monuments to be set as established in the Mooresville Control Ordinance.

NOTE: This property is part of the land transferred to Arvin & Mary Hopkins by deed recorded in the Office of the Morgan County Recorder in Book 342, pages 100-101.



NW COR. SW1/4 SEC. 29-T14N-R2E IRON PIPE FOUND

EAST LINE ROBERSON WOODS, SEC. 1

SE COR. ROBERSON WOODS, SEC. 1

SW COR. SEC. 29, T. 14N, R. 2E. CONCRETE MONUMENT FOUND

| Curve | Radius | Delta | Arc | Tangent | Chord |
|-------|---------|-----------|---------|---------|---------|
| A-1 | 224.98' | 87°53'20" | 345.11' | 216.84' | 312.26' |
| A-2 | 199.98' | 87°53'20" | 306.76' | 192.74' | 277.56' |
| B | 249.98' | 87°53'20" | 383.46' | 240.94' | 346.95' |
| B-1 | 200.00' | 15°38'04" | 54.57' | 27.46' | 54.40' |
| B-2 | 225.00' | 14°06'29" | 55.40' | 27.84' | 55.26' |
| B-3 | 175.00' | 06°07'26" | 18.70' | 9.36' | 18.70' |
| B-4 | 175.00' | 30°13'20" | 92.31' | 47.28' | 91.24' |
| C-3 | 175.00' | 36°20'46" | 111.01' | 57.45' | 109.16' |
| F | 225.00' | 07°14'32" | 28.44' | 14.24' | 28.42' |
| F-1 | 200.00' | 11°36'30" | 40.52' | 20.33' | 40.45' |
| F-2 | 175.00' | 11°36'30" | 35.46' | 17.79' | 35.40' |
| G | 225.00' | 11°36'30" | 45.59' | 22.87' | 45.51' |
| G-1 | 275.00' | 09°29'51" | 45.58' | 22.84' | 45.53' |
| G-2 | 300.00' | 09°29'51" | 49.73' | 24.92' | 49.67' |
| G-2 | 250.00' | 09°29'51" | 41.44' | 20.77' | 41.39' |

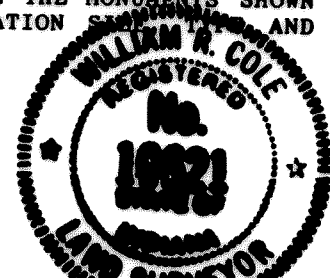
LOT CORNER CUT DATA

| | |
|----|----------------------|
| 5. | S47°26'40"W - 12.88' |
| 6. | S47°28'51"E - 14.14' |
| 7. | S44°00'52"W - 14.29' |
| 8. | S45°59'08"E - 13.99' |

DULY ENTERED FOR TAXATION
 Oct 20 1992
 Morgan County Auditor

I, WILLIAM R. COLE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON JANUARY 31, 1992; THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THE LOCATION AND MATERIAL ARE ACCURATELY SHOWN.

William R. Cole
 WILLIAM R. COLE
 REGISTERED LAND SURVEYOR NO. 10621
 STATE OF INDIANA



DRAINAGE CERTIFICATE

THIS DEVELOPMENT WILL NOT INCREASE THE DOWNSTREAM HYDRAULIC PEAK STORM WATER FLOW IN THE EVENT OF A 100 YEAR FREQUENCY STORM OR LESS IF THE IMPROVEMENTS ARE INSTALLED PER THE DESIGNED CONSTRUCTION PLANS.

William R. Cole
 WILLIAM R. COLE
 REGISTERED LAND SURVEYOR NO. 10621
 STATE OF INDIANA

SE COR. SW1/4 SEC. 29-T14N-R2E STONE FOUND

COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY IC-36-7-4 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND BY AN ORDINANCE ADOPTED BY THE TOWN COUNCIL OF TRUSTEES OF THE TOWN OF MOORESVILLE, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF MOORESVILLE AS FOLLOWS:

ADOPTED BY THE MOORESVILLE PLAN COMMISSION AT A MEETING HELD ON THE _____ DAY OF _____, 1992.

MOORESVILLE PLAN COMMISSION PRIMARY APPROVAL:

BY: *Joel A Beebe* PRESIDENT
Verlan Kimac SECRETARY

MOORESVILLE PLAN COMMISSION SECONDARY APPROVAL:

BY: *Joel A Beebe*

CERTIFICATION & DESCRIPTION

I, THE UNDERSIGNED, BEING DULY AUTHORIZED AND LICENSED AS A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND SURVEY OF "KNIGHTSBRIDGE-SECTION ONE", AN ADDITION TO THE TOWN OF MOORESVILLE, MORGAN COUNTY, INDIANA, IS A TRUE REPRESENTATION OF THE FOLLOWING:

A PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 2 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MORGAN COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 88 DEGREES 23 MINUTES 56 SECONDS EAST, ON AND ALONG THE SOUTH LINE OF SAID SECTION 29, 184.93 FEET TO AN IRON PIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF ROBERSON WOODS, SECTION ONE AS RECORDED IN BOOK 334, PAGES 18-19 IN THE OFFICE OF THE RECORDER OF MORGAN COUNTY, INDIANA; THENCE NORTH 00 DEGREES 22 MINUTES 11 SECONDS WEST ON AND ALONG THE EAST LINE OF SAID ROBERSON WOODS, 828.77 FEET TO AN IRON PIN AND THE NORTHEAST CORNER OF ROBERSON WOODS; THENCE NORTH 87 DEGREES 31 MINUTES 09 SECONDS EAST 591.06 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, 208.34 FEET TO AN IRON PIN AND A POINT ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A DELTA ANGLE OF 30 DEGREES 13 MINUTES 20 SECONDS AND A TANGENT OF 47.26 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 92.31 FEET TO AN IRON PIN; THENCE SOUTH 44 DEGREES 38 MINUTES 49 SECONDS EAST, 20.87 FEET TO AN IRON PIN AND A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 07 DEGREES 14 MINUTES 32 SECONDS AND A TANGENT OF 14.24 FEET; THENCE ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 28.44 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, 546.59 FEET TO AN IRON PIN AND A POINT ON THE SOUTH LINE OF SECTION 29; THENCE SOUTH 88 DEGREES 23 MINUTES 56 SECONDS WEST ON AND ALONG THE SOUTH LINE OF SAID SECTION 29, 705.01 FEET TO THE POINT OF BEGINNING. CONTAINING 12.86 ACRES, MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SAID SUBDIVISION CONSISTS OF TWENTY-SEVEN (27) LOTS, NUMBERED 1-11 CONSECUTIVELY AND 40-55 CONSECUTIVELY. THE LOCATION AND DIMENSIONS OF THE LOT(S) AND EASEMENTS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT, AND IN WITNESS THEREOF DO HEREBY SET MY HAND AND SEAL THIS _____ DAY OF _____, 1992.

William R. Cole
WILLIAM R. COLE
REGISTERED LAND SURVEYOR NO. 10621
STATE OF INDIANA



DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED ON THE PLAT HEREON DO CERTIFY THAT WE HAVE LAID OFF, PLATTED AND SUBDIVIDED AND DO HEREBY LAYOFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HEREON PLAT. WE CERTIFY THAT ALL STREETS DEPICTED ON SAID PLAT, EXCLUSIVE OF THOSE ALREADY DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE AS SUCH. THERE ARE STRIPS OF GROUND OF THE WIDTH CALLED FOR ON THE PLAT WHICH ARE RESERVED FOR PUBLIC UTILITY COMPANIES (NOT INCLUDING TRANSPORTATION COMPANIES), FOR THE INSTALLATION OF POLES, LINES, DUCTS, GAS AND WATER LINES, LATERALS AND SEWERS. SUBJECT AT ALL TIMES TO THE PUBLIC AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. THERE ARE STRIPS OF GROUND OF THE WIDTH CALLED FOR ON THE PLAT, WHICH ARE HEREBY RESERVED FOR SURFACE WATER DRAINAGE AND FOR STORM SEWER SYSTEM. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED AND MAINTAINED UPON SAID STRIPS, BUT SUCH OWNERS SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES. ALL SUCH UTILITY INSTALLATIONS SHALL BE MADE THAT NO PROPERTY CORNER OR PROPERTY LINE BE OBSTRUCTED. THE REAL ESTATE DESCRIBED IN THIS PLAT IS SUBJECT TO RESTRICTIVE COVENANTS SEPARATELY RECORDED AND REFERRED TO BY REFERENCE. SEE MISCELLANEOUS RECORD BOOK _____, PAGE _____ FOR ADDITIONAL RESTRICTIVE COVENANTS.

IT SHALL BE THE DUTY AND RESPONSIBILITY OF EACH LANDOWNER IN THIS ADDITION TO MAINTAIN ANY DRAINAGE SWALE WHICH IS SHOWN ON THE DEVELOPMENT PLAN CONTIGUOUS TO OR ON HIS PROPERTY. MAINTENANCE SHALL INCLUDE BOTH THE MAINTENANCE OF THE ELEVATIONS SHOWN ON THE DEVELOPMENT PLAN (AS ORIGINALLY CONSTRUCTED) AND ALSO PRESERVATION OF THE HYDRAULIC CHARACTERISTIC OF THE DITCH, BY REMOVAL OF ALL TRASH AND DEBRIS AND/OR ANYTHING THAT WOULD IN ANY WAY RESTRICT THE FLOW OF WATER IN SAID SWALE. THE WORD "SWALE" SHALL APPLY TO ANY DITCH OR CHANNEL CONSTRUCTED TO PROVIDE A DRAINAGE WATERWAY.

Arvin M. Hopkins
MARG L. HOPKINS

STATE OF INDIANA)
) SS:
COUNTY OF Morgan)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE SIGNED, OWNER OF THE ABOVE DESCRIBED SUBDIVISION, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED. WITNESS MY SIGNATURE THIS 15 DAY OF October, 1992. MY COMMISSION EXPIRES 8-24-96

Morgan
COUNTY OF RESIDENCE
H. CORENE RICKARD
TYPED OF PRINTED NAME
H. Corene Rickard
NOTARY PUBLIC

COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY IC-36-7-4 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND BY AN ORDINANCE ADOPTED BY THE TOWN COUNCIL OF TRUSTEES OF THE TOWN OF MOORESVILLE, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF MOORESVILLE AS FOLLOWS:

ADOPTED BY THE MOORESVILLE PLAN COMMISSION AT A MEETING HELD ON THE 21st DAY OF August, 1992.

MOORESVILLE PLAN COMMISSION PRIMARY APPROVAL

BY: Joel A. Beebe
PRESIDENT
Vernon Kimmel
SECRETARY

MOORESVILLE PLAN COMMISSION SECONDARY APPROVAL

BY: Joel A. Beebe
Joel A. Beebe

Exec 9-3-93 358p 315 Lot 51
11-14-95 Dedication DR 381p 527
7-14-97 Off Misc 147p 424

Slide 258

COVENANTS AND RESTRICTIONS
FOR
KNIGHTSBRIDGE SUBDIVISION

1. NAME: This subdivision shall be known and designated as Knightsbridge, a subdivision located in Brown Township, Morgan County, Indiana.
2. LAND USE AND BUILDING TYPE: No lot shall be used except for single family residential purposes other than any that are designated for park or recreation. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not less than two cars nor more than four cars, except that one Club House shall be permitted on any lot in Knightsbridge designated by the developer for park or recreation. In the event the purchaser should buy two adjacent lots with purpose of building one single family dwelling across the centerline, the lot line restrictions shall not apply to the boundary lines dividing any two said lots. Exterior of dwelling shall be at least seventy percent (70%) brick or stone unless approved by the Architectural Committee.
3. BUILDING LINE: Front yard set back lines, and side yard set back lines on corner lots are to be shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Side yard set back lines on all other lots shall be six (6) feet.
4. UTILITY EASEMENTS AND DRAINAGE: "Utility Easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and for electric or telephone line, poles, ducts, pipes, etc. on, over, under and to said easement for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission is to be constructed. "Drainage Easements" reserved as drainage swales are to be maintained by any owner such that the water from any adjacent lot shall have adequate drainage along such swale and cannot be blocked to prevent the flow of natural drainage, even if specified easement is not shown on the plat. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions and maintenance assessments of drainage easements. No permanent or other structures are to be

erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above easement; no sump pump can be discharged into the street after a house is completed. The discharge of a sump pump must be installed underground with plastic pipe or vitrified tile to those designated areas.

5. ARCHITECTURAL CONTROL: No building or inground swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Architectural Committee as to the quality and kind of material and workmanship, in harmony with the external design and with existing structure of finished grade elevation. Information concerning members and location of the Architectural Committee may be obtained by contacting Caperton Development Group, Incorporated, Mooresville, Indiana. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1300 square feet for houses of one story and 2000 square feet on houses of more than one story (Determination of sufficiency and adequacy of the term "Ground floor of main structure" with respect to dwellings of Tri-level, Bi-level and one and one half story design shall rest exclusively with the Architectural Committee). Department of Natural Resources regulations may dictate acceptability of house plans with basements for certain lots. Ground elevations will dictate elevations on basement floors and will be approved by the Architectural Committee.
6. ARCHITECTURAL COMMITTEE: The Architectural Committee shall be composed of three members appointed by the Directors of Caperton Development Group, Incorporated. Said committee membership shall be made known to original lot purchasers at time of sale. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within twenty (20) days from the date of submission, it shall be deemed that the Committee has approved the presented plan. Once Caperton Development Group, Incorporated has no ownership or has no interest in Knightsbridge Subdivision, the Board of Directors of Caperton Development Group, Incorporated shall have authority to appoint its successor Architectural Committee.

7. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front line, nor nearer to the side street lines than the minimum set-back line shown on the record plat or contained in these covenants and restrictions. For the purpose of this restriction, sidewalks, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
8. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes but is not limited to the tearing down or rebuilding of vehicles.
9. **TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, kennel, cement slab that would serve as a basketball court, tennis court, paddle ball court or similar activity, other buildings, satellite discs larger than eighteen (18) inches in diameter and none of approved size may be decorated with pictures or works, solar panels, above ground swimming pools or radio antennas that extend more than five (5) feet above the uppermost height of the roof shall be placed on any lot. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period. Detached garages will be allowed if the particular style of house requires it but it is subject to Architectural Committee approval. Example: Old English cottage with detached garage with living quarters over garage.
10. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be housed, bred or kept on any lot except family pets, which may be kept provided they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance. Small animals which are not family pets, such as rabbits, may be kept as 4-H projects but must be removed within thirty (30) days after a 4-H show.
11. **GARBAGE AND REFUSE DISPOSAL:** No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash.
12. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot.

13. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted upon any lot.
14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways 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 them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
15. FENCES: Fences, other than a standard silver-colored chain link no higher than 42", walls or continuous shrub planting which would in any way serve the purpose of a fence, shall not be erected until approved, in writing, by the Architectural Committee. Privacy and protection fences around a swimming pool shall be no farther than ten (10) feet out from the pool's water edge.
16. SIDEWALKS AND PRIVATE DRIVES: All private drives shall be paved of concrete; sidewalks of concrete. Both must be installed according to local code and requirements and must be completed at time of construction and before occupancy or within two years from date of purchase whichever occurs first. Compliance is an obligation of the purchaser.
17. STORAGE TANKS: Oil, gas or gasoline storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.
18. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except for one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.
19. VEHICLE REGULATIONS: No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No boat, trailer or motorhome shall be permitted to remain on any homesite for more than five days unless kept within a garage.

20. VIOLATIONS: Enforcement shall be by proceedings at law by said Developer or Land Owner or Homeowners Association or by their assignee or in equity against any person (s), partnership(s) or corporation(s) violating or attempting to violate any covenants either to restrain the violation or to recover damages. These restrictions shall inure to and be enforceable on any single family dwelling unit or common area surrounding thereof in this addition and any judgement for costs on account of legal action brought to enforce said restrictions, or any of them, shall carry with it attorney's fees for plaintiff's attorney, including but not limited to all trial fees and appeal fees, which shall attach to and be a lien upon any real estate owned by the defendant in this addition.
21. PROTECTIVE COVENANTS: The Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of these covenants, by judgement or court order, will in no way affect the other covenants which shall remain in full force and effect.
22. MAIL BOXES: As long as a mail box is required to be installed at a street location for Postal delivery, said mail box must be a design B mailbox and post from J. Carmony, Inc. Any exception must be approved in writing by the Architectural Committee.
23. GAZEBOS: Free standing gazebos are permitted if design and location are approved by the Architectural Committee.
24. COVENANTS FOR MAINTENANCE ASSESSMENTS:
- A. Creation of Lien and Personal Obligation of Assessments. The Developer, being the owner of Knightsbridge Subdivision, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Roberson Woods Subdivision Association hereafter referred to as the Association: (1) Annual assessments or charges; (2) Special assessments for common area improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien date shall be the annual assessment due date as set forth in Paragraph G.

- B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Knightsbridge Subdivision and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common properties situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.
- C. Basis and Amount of Annual Assessments. The original assessment pursuant to the By-Laws of Knightsbridge Subdivision shall be in the amount of \$100.00 per each lot sold by the Developer, its representative or assigns, by land contract or deed an assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of Knightsbridge Homeowners Association. In no event shall any assessment as provided below be levied against or be due from from developer for any lots owned by it or otherwise.
- D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in part or in whole, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and personal property of related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation

in which the Association is authorized to participate under its Articles of Incorporation.

- F. Quorum for Any Action Authorized under Section D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. Date of Commencement of Annual Assessments. Due Dates. The annual assessments, provided for herein, shall commence on the first day of April, 1991. The assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.
- H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.
- I. Effect of Non-Payment of Assessment. The personal Obligation of the Owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, assign and personal representatives. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty

(30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a Complaint in such action; and in all events, the judgement shall include interest on the total amount above as provided together with reasonable attorney fees, to be fixed by the court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

- J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien or any such subsequent assessment.
- K. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

25. The Knightsbridge Homeowners Association, Inc. is a not-for-profit corporation with mandatory membership and will have enforceability powers for the restrictive covenants and for the filing and collection of liens.

This instrument prepared by Roger D. Caperton, President, Caperton Development Group, Incorporated.

In witness whereof, the undersigned have set their hands and signatures this 21st day of October, 1992

CAPERTON DEVELOPMENT GROUP, INCORPORATED

Roger D. Caperton Pres
Roger D. Caperton, President

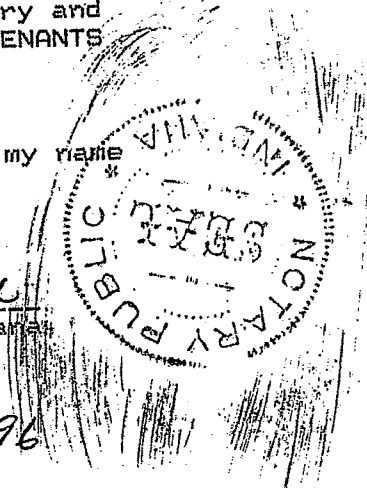
Donald Stafford Sec.
Donald Stafford, Secretary

STATE OF INDIANA, HENDRICKS COUNTY SS:

before me, the undersigned, a Notary Public in and for said county and State, this 21st day of October, 1992, personally appeared Caperton Development Group, Incorporated by Roger D. Caperton, its President, and Donald Stafford, its Secretary and acknowledged the execution of the foregoing COVENANTS AND RESTRICTIONS for Section One, Knightsbridge Subdivision.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

H. Corene Rickard
Residing in Morgan County, Indiana
H. Corene Rickard



My commission expires: August 24, 1996

This instrument prepared by Roger D. Caperton.

RECEIVED
FOR RECORD
'92 OCT 22 PM 2 47
Cornelia Hacker
MORGAN COUNTY RECORDER