



KNOLLWOOD WEST

HOMEOWNERS ASSOCIATION, INC.

Post Office Box 792
Granger, Indiana 46530

March 7, 2011

AMENDMENTS TO THE 2010 COVENANTS

While the 2010 Covenants were approved last month, we must now vote on amendments to Sections primarily concerning signage, and antennas/satellite dishes.

Background: Halfway through the voting process on the 2010 covenants, it was realized there were three Sections that needed to be clarified/corrected. It was decided by the Board to get the 2010 Covenants, as they stood, approved first, and then to work on the amendments. See below the Sections from the current 2010 Covenants and corresponding Amendments for your review. The amended language has been written by attorney Doug Anderson and reflects current law. A new ballot is enclosed. Do not delay. Please give your approval to these amendments!

2010 Covenants

15. SIGNS. Except for political campaign signs, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign of any dimension used by a builder to advertise the property during the construction and sales period. Political signs for supporting a registered political candidate during political campaigns (1) may not exceed the size allowable for signs advertising the property for sale or rent; (2) may not be placed on a lot more than thirty (30) days prior to the election to which they pertain; and (3) must be removed within 24 hours after the election takes place. Exception: professional appearing signs announcing a temporary event are allowed for the duration of the event, but may not be placed earlier than two (2) days before and must be removed within one (1) day of completion of the event. Such signs are only allowed on personal lots. Such an event can not exceed 3 consecutive days. Community events sanctioned by the Board are excluded from this restriction and are controlled solely by the Board.

Amendment

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except: (i) one sign of not more than five (5) square feet advertising the property for sale or rent, (ii) political signs at least as large as the smallest size commonly displayed during election campaigns, provided such signs are put in place not more than thirty (30) days prior to, and not more than five (5) days following the election to which the sign relates; and (iii) professional appearing signs announcing a temporary event, provided such signs are in place only for the duration of the event, and may not be placed earlier than two (2) days before and must be removed within one (1) day of completion of the event. Such signs are only allowed on personal lots. Such event can not exceed 3 consecutive days. Community events sanctioned by the Board are excluded from this restriction and are controlled solely by the Board.

2010 Covenants

26. UTILITIES, TELEVISION ANTENNAS AND SATELLITE RECEIVERS. All public utility services, either in the street or on any lots, including but not limited to, electric, gas, telephone service, and cable television, shall be located underground, and shall not be visible. No outside above ground television, A.M. radio, F.M. radio, or short wave radio antennas of any type shall be erected or maintained on any lots or structures in Knollwood West, and no outside above ground transmitters of any type shall be erected or maintained on any lots or structures in Knollwood West. Installation of no more than two (2) outside above ground satellite disk receivers, not to exceed eighteen (18) inches in diameter is only allowed upon approval of plans by the ACC of Knollwood West. All street or lot lighting shall be situated on posts with no lines visible.

a. The erection and use of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable, telephone service, electrically or by telephone from poles and overhead wires around the perimeter of the subdivision or development is prohibited. Nothing herein should be construed to prohibit street lighting or ornamental yard lights if serviced by underground wire or cable.

b. The owner of any building erected on the property shall install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company.

c. Owners assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities.

d. Accessibility to all strips in which underground service is located for operation, maintenance or replacement of facilities is required

e. The owner of any building erected on the property must pay any cost differential for underground service laterals.

Amendments

26. UTILITIES, TELEVISION, ANTENNAS AND SATELLITE DISH ANTENNAS.

All public utility services, either in the streets or on any lots, including but not limited to; electric, gas; and telephone service, and cable television, shall be located underground, and shall not be visible. No outside above-ground AM/FM or short wave radio antennas of any type shall be erected or maintained on any lots or structures in this subdivision. All street or lot lighting shall be situated on posts with no lines visible. Accordingly, the following provisions apply:

a. The erection and use of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable, telephone service, electrically or by telephone from poles and overhead wires around the perimeter of the subdivision or development is prohibited. Nothing herein should be construed to prohibit street lighting or ornamental yard lights if serviced by underground wire or cable.

b. The owner of any building erected on the property shall install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company.

c. Owners assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities.

d. Accessibility to all strips in which underground service is located for operation, maintenance or replacement of facilities is required

e. The owner of any building erected on the property must pay any cost differential for underground service laterals.

As concerns television antennas and satellite dish antennas, a property owner may erect a direct broadcast satellite (DBS) dish that is not more than one meter in diameter, an antenna designed to

receive multi-channel multi-point distribution service (MMDS) that is not more than one meter in diameter or diagonal measurement, or an antenna to receive television broadcast services (TVBS). Any such dish or antenna and its support structure must meet all existing safety codes and laws governing historic preservation. The antenna must be placed to the extent feasible, in locations that are not visible from the street or other common property. The owner may be required by the ACC, at the owner's cost, to plant shrubbery or provide other screening around such dish or antenna and to ensure that the color of the dish or antenna and its installation is harmonious with the landscape and architecture, so long as these requirements do not unreasonably impair such owner's installation, maintenance or use of any such dish or antenna. No satellite dish or antenna shall be installed until the ACC has approved, in writing, the placement of the dish or antenna under procedures and restrictions described herein or such other government regulations which control or regulate such installation.

2010 Covenants

29. AMENDMENT OF COVENANTS. The KWHA shall have the right to amend the Covenants and Bylaws with a two-thirds (2/3rds) majority (greater than 66%) vote of lot owners when submitted to the Knollwood West Homeowner members by the Board.

Amendments

29. AMENDMENT OF COVENANTS. The KWHA shall have the right to amend the Covenants and Bylaws with a two-thirds (2/3rds) majority (greater than 66%) vote of all lot owners in the Association when submitted to the Knollwood West Homeowner members by the Board.

2010 Covenants

30. DURATIONS OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1997, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than two-thirds (2/3rds) majority (greater than 66%) of the lots covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.

Amendments

30. DURATIONS OF COVENANTS. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2021, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than two-thirds (2/3rds) majority (greater than 66%) of the lots covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.

2010 Covenants

31. SEPARABILITY OF COVENANTS. Invalidation of any one of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect.

Amendments

31. SEPARABILITY OF COVENANTS. Invalidation of any one of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these restrictions shall remain in full force and effect. If any provision herein contravenes an applicable governmental law, regulation or order, then such covenant shall be automatically expanded to the minimum amount necessary to comply with such law, regulation or order without further action by the Association.