PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS AND EASEMENTS
For

QUAIL VALLEY AT KNOLLWOOD, SECTION ONE (consisting of Lots 1 through 33 and 48 through 51, all inclusive, and recorded on August 14, 1986, as Instrument No. 8620784), SECTION TWO (consisting of Lots 52 through 64 and 172 through 238, all inclusive, and recorded on June 18, 1987, as Instrument No. 8718955), SECTION THREE (consisting of Lots 65 through 71, 132 through 157, 162 through 171, and Lot B, all inclusive, and recorded on March 4, 1988, as Instrument No. 8805820), SECTION FOUR (consisting of Lots 35 through 47 and 72 through 129, all inclusive, and recorded on April 7, 1989, as Instrument No. 8908541), SECTION FIVE (consisting of Lots 108A, 109B, 110C, 111D, 112E, 113F, 114G and 115H and recorded on December 28, 1989, as Instrument No. 8934591, being a replat of Lots 108 through 115, inclusive, of said Section Four) and SECTION SIX (consisting of Lots 239 through 245, inclusive, and recorded on January 5, 1990, as Instrument No. 9000388)

In

St. Joseph County, Indiana

as more particularly described in Exhibit "A" which is attached hereto and hereby made a part hereof.

All the lots in said Sections (hereinafter sometimes referred to as "Quail Valley at Knollwood" or "this subdivision") shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said Sections without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Sections; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Sections, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Sections shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The restrictions and limitations imposed upon said Sections are as follows:

1. ARCHITECTURAL CONTROL COMMITTEE. In order to maintain harmonious structural design, no building for the principal use of residential dwelling or any other structure may be erected on any lot, unless and until the plans and specifications therefor have been approved in writing by the

Quail Valley at Knollwood Architectural Control Committee. There is hereby created the Quail Valley at Knollwood Architectural Control Committee which shall consist of three (3) persons appointed by the Adams Road Development Corp., hereinafter referred to as the "Developer", or its successors and assigns who shall serve until they are removed by the Developer or have resigned. This Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Developer shall appoint a replacement. The Committee shall have the authority to approve all plans and specifications for all structures to be erected in the subdivision. No construction of any structure shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion. The authority of the Committee shall expire fifteen (15) years after the date of the recording of this Plat.

2. (a) LAND AND USE AND BUILDING TYPE. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars; exceptions may be made to this section only if they are unanimously approved in writing by the Architectural Control Committee.

(b) HOME OCCUPATIONS. No lot or lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: a) No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling; b) No commodity sold upon the premises; c) No person is employed other than a member of the immediate family residing on the premises; and d) No mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.

3. ARCHITECTURAL CONTROL. No building or other structure shall be erected, constructed, placed, maintained, or altered on any lot, nor shall the natural topography or drainage of any lot be altered, until the construction plans for the structure or for the topographical alterations have been approved by the Architectural Control Committee. The plans must show floor plan, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations. Three (3) sets of complete plans

must be submitted. Two (2) will be retained in the Developer's Office and one will be returned to the builder. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

4. DWELLING SIZE.

(a) GENERAL RESTRICTIONS. No dwelling shall be permitted on any lot with a living floor area of the main structure exclusive of one-story open porches and garages of less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

Type of Home	Minimum Square Footage
Ranch Style	2,000 square feet
2 Story	2,200 square feet
1-1/2 Story, Bi-Level and Tri-Level	2,300 square feet (permitted only on specified terrain)

EXCEPT THAT,

in Quail Valley at Knollwood, Section Two, Lots 52 through 64 and 172 through 238, all inclusive, Section Three, Lots 65 through 71, 132 through 157, 162 through 171, and Lot B, all inclusive, Section Four, Lots 72 through 104 and 108 through 129, all inclusive, Section Five, Lots 108A, 109B, 110C, 111D,

112E, 113F, 114G and 115H, and Section Six, Lots 239 through 245, inclusive, the minimum square footage shall be as follows:

Type of Home	Minimum Square Footage
Ranch Style	2,200 square feet
2 Story	2,400 square feet
1-1/2 Story, Bi-Level and Tri-Level	2,500 square feet (permitted only on specified terrain)

EXCEPT THAT,

in Quail Valley at Knollwood, Section Four, Lots 35 through 47 and 105 through 107, all inclusive, the minimum square footage shall be as follows:

Type of Home	Minimum Square Footage
Ranch Style	2,400 square feet
2 Story	2,600 square feet
1-1/2 Story, Bi-Level and Tri-Level	2,700 square feet (permitted only on specified terrain)

(b) GARAGES. All dwellings must have a full-size attached garage which is capable of storing at least two (2) automobiles but not to exceed space for three (3) automobiles.

5. BUILDING LOCATION. No building shall be located on any lot nearer to the right-of-way line than the minimum building setback lines as shown on the recorded Plat. Each building shall be located no nearer than eight (8) feet from any side lot line but shall have a total combined width for the two (2) side yards of not less than twenty (20) feet. No dwelling shall be located closer than forty (40) feet to any rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed so as to permit any portion of a building on a lot to be located nearer than eight (8) feet from any side lot line or twenty (20) feet from any building on an adjacent lot, whichever distance is greater.

6. EASEMENTS. There are strips of ground variable in width, as shown on this Plat, and marked "Easement", reserved for use as roads and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and overland drainage flows, subject at all times to the proper authorities and to the easement herein reserved. No permanent structures shall be erected or maintained upon said strip of land except as noted in Paragraphs 7 and 8, regarding screening of non-access easements. No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of overland storm drainage runoff, but owners of lots in this subdivision shall

take their titles subject to the rights of the public utilities. Furthermore, any utility company, in setting utility poles, shall have the right to set anchor poles at any change of direction of their lines. Such anchor poles may be set on any lot line outside the easement and not more than ten (10) feet from the rear line of any lot. All utility pedestals and transformers shall be erected on or within five (5) feet of the nearest corner lot.

7. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded Plat and are noted as "non-access easements". Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", plantings shall be retained and maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence or landscaping or wall or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities. In addition, no screen planting over thirty-six (36) inches high shall be permitted between the building setback line and front lot line on all lots, nor within thirty (30) feet of the rear lot line on lots abutting the golf course.

8. PERIMETER FENCING. The only perimeter fencing permitted shall be a split rail (two [2] rails high, not to exceed four [4] feet high) or a privacy fence around an immediate patio of not more than six (6) feet which must conform to present architectural standards as set by the style of home thereon built and be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee.

9. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

10. PROHIBITED STRUCTURES. No trailer, modular home, manufactured home, prebuilt home, basement, tent, shack, garage, barn, outbuilding or any structure of a temporary character shall be moved onto, assembled or constructed on any lot and used at any time as a residence, either temporarily or permanently.

11. TENNIS COURTS AND POOLS. No tennis courts or above ground pools shall be permitted.

12. DETACHED BUILDINGS. The construction and placement of any detached storage or pet shelter structures to be

used for the storage of lawn tools, toys, swimming pool apparatus, or any other personal property or for the shelter of pets must be of a quality construction and must be maintained in attractive and neat appearance and blend with the established home and be submitted to the Architectural Control Committee for approval before beginning construction. The Architectural Control Committee shall have the authority to require protective screening around these structures. Approval for the construction of the structure must be obtained from the Architectural Control Committee as provided for in Paragraph 1 hereof, and in no event shall any such structure be permitted on any lot abutting the golf course within thirty (30) feet of the rear line of such lot.

13. DRIVEWAYS AND CHIMNEYS. No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide and must be constructed of asphalt or concrete. If constructed of asphalt, the depth of the asphalt shall be at least three (3) inches thick. If constructed of concrete, the driveway shall be at least four (4) inches thick. Circular drives in front of homes (if any) may be a minimum of eight (8) feet wide. All fireplace chimneys shall be of masonry construction.

14. 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. There is reserved to the Developer, its successors and assigns, the right to construct signs as they desire in order to foster the promotion and effect sales of lots or structures in said development.

15. LIVESTOCK AND POULTRY. 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 purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.

16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 (25) feet from the intersection of the street lines; or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. COMPLETION DATE. Any structure begun must be completed within a period of one (1) year from the date of beginning, or thereafter completely removed. The side, front and rear yards of each lot shall be planted with grass seed, sod or ground cover, unless otherwise approved by the Architectural Control Committee, within one hundred and twenty (120) days after the structure is completed, or the structure is occupied as a home, whichever is earlier.

19. DEVELOPER'S OPTION TO REPURCHASE. In the event that a residential dwelling meeting the requirements of these restrictions is not completed on any lot within a period of two (2) years from the date on which such lot is conveyed by the Developer to the purchaser thereof, unless such two (2) year period is extended by a written instrument duly executed by the Developer, the Developer shall thereupon have the right during the ensuing twelve (12) month period commencing on the second anniversary date of such conveyance to repurchase such lot from the current owner of such lot, free and clear of all liens and encumbrances except current property taxes which shall be prorated to the date of closing, at the same price at which the Developer sold such lot to the original purchaser thereof, without payment of interest or any other charges, upon the Developer serving written notice upon the current owner of such lot of the Developer's intention to exercise its option and effect such repurchase, notwithstanding whether the current owner of such lot was also the original purchaser thereof. The closing of such repurchase shall take place at the Developer's office not later than thirty (30) days from the date of the giving of such written notice to the current owner of such lot, who shall take such actions and shall execute such documents, including a warranty deed to such lot, as the attorneys for the Developer shall deem reasonably necessary to convey good title to such lot to the Developer, free and clear of all liens and encumbrances as aforesaid.

20. FUEL STORAGE TANKS. All oil or fuel storage tanks must be installed underground or concealed within the main structure of the dwelling, basement or attached garage.

21. LOT DIVISION. There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling.

22. LIGHTING. A dusk to dawn light (or gas light) of the type approved by the Architectural Control Committee shall be installed by the builder or lot owner on each lot in front of the front building setback line. If electric, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

23. RECREATIONAL AND COMMERCIAL VEHICLES. Recreational vehicles of any kind are prohibited from being used on the golf courses or surrounding areas, other than Knollwood Golf Club vehicles. Snowmobiles are prohibited and any users thereof will be subject to prosecution. No recreational or commercial vehicles (campers, trailers, trucks, or boats) may be kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner.

24. HOMEOWNERS ASSOCIATION. The "Quail Valley at Knollwood Homeowners Association, Inc.", hereinafter referred to as the "Association", which shall be an Indiana corporation, shall be created by the Developer acting on behalf of the owners and future owners of lots in this subdivision.

Each owner of a lot in Quail Valley at Knollwood shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lot that is owned. The purpose of the Association is to manage and to support financially all park areas and all street lighting and the provision of such security services as may be deemed advisable and practical in the sole discretion of the Association or, until such time as the Association is created by the Developer, in the sole discretion of the Developer, and all purposes as the membership deems necessary. After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers. The Association shall adopt By-Laws for its government and may levy and collect dues. The Association shall have the authority to impose and collect annual assessments for the installation and operation of street lighting and for the maintenance and improvement of park areas or other "common areas" and for the provision of the aforesaid security services; provided, however, that the total of such dues and assessments levied against such lot shall not exceed One Hundred Twenty-Five Dollars ($125.00) per lot per year. Those assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plat of Quail Valley at Knollwood. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the owner of each lot during the month of January of each year and shall be due and payable within thirty (30) days. All lots in these Sections shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. Said dues and assessments, including interest, costs of collection and attorneys' fees, if any, as hereinafter provided, shall be

a lien in favor of the Association upon the lot against which such dues and assessments are charged until discharged by payment or released by the Association, which lien may, but need not, be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Notwithstanding anything to the contrary herein, the Association need not file or record or send any notice with respect to any lien or liens or bring suit thereon within any time specified in the mechanic's lien statutes of the State of Indiana to enforce the same. The Association may, but need not, publicly record such notices of undischarged liens arising hereunder as it deems appropriate and may, but need not, bring a separate independent action in any court to enforce payment of, or to foreclose, the lien created hereunder. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President or Secretary of the Association showing the amount of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate. The within above-described lien is subordinate to any first mortgage lien. The Association may also enforce the restrictions concerning accumulations of rubbish, weeds, or trash, and may own any land for use by all or less than all of the lot owners as a "common area". Any past-due annual dues, assessments, or other charges assessable hereunder shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after same become due and with attorneys' fees, and shall be due and payable without relief from valuation and appraisement laws. The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association", as defined in the Internal Revenue Code. Nothing in this paragraph shall be construed to state or imply that the Association shall have any authority over the operation of the Knollwood Country Club golf course, swimming pool, tennis courts, or any related recreational facilities of the Knollwood Country Club, nor shall the Association have any obligation to support financially any of said operations and the Association is specifically prohibited from making any assessment for the operation of the Knollwood Country Club golf course, swimming pool, tennis courts, or any other related recreational facilities of the Knollwood Country Club. Until such time as the Association is created by the Developer, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the responsibilities assigned to, and enjoy and exercise the rights and powers granted to, the Association pursuant to these restrictions; provided, however, that the total of such dues and assessments levied by the Developer in such capacity against each lot shall not exceed Forty-Five Dollars ($45.00) per lot per year so long as the Association has not been created and the Developer is acting in such capacity on behalf of the Association to be formed.

25. UTILITIES AND TELEVISION 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 television, A.M., F.M., or short wave radio antennas of any type, including but not limited to any type of satellite dish antenna, 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. To assure the enforcement of this restriction, the Developer, for itself, its successors, and assigns, does hereby agree:

(a) To prohibit 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 or telephone service, either electrically or by telephone from poles and overhead wires around the perimeter of the subdivision or development. Nothing herein should be construed to prohibit street lighting or ornamental yard lights if serviced by underground wire or cable.

(b) To require that the owner of any building erected on the property 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) To require owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement, or expansion of the underground service facilities.

(d) To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities.

(e) To require that the owner of any building erected on the property must pay any cost differential for underground service laterals.

26. SEPTIC SYSTEMS. A sanitary septic tank shall be installed at the lot owner's expense for each dwelling erected in the tract. Such septic tank shall be of a type and construction and so located on the individual lot as to be approved in writing by the appropriate regulatory agency as required in St. Joseph County. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in this tract.

27. FIRES. No fire shall be permitted to burn upon any street or roadway in this subdivision.

28. NO RESIDENCE TO BE ERECTED ON COMMON AREA. No building for the principal use of residential dwelling shall be erected on Lot 378-A, any out lot or any other common area.

29. CONVEYANCE OF COMMON AREAS TO ASSOCIATION. The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to all common areas in this subdivision, other than lakes and shoreline areas, to the Quail Valley at Knollwood Homeowners Association, Inc., not later than five (5) years after all lots in this subdivision have been sold by the Developer, its successors and assigns.

30. APPLICABILITY OF ADDITIONAL RESTRICTIONS TO CERTAIN LOTS. Notwithstanding anything contained in these restrictions and covenants to the contrary, Lots 199 through 227, inclusive, of Quail Valley at Knollwood, Section Two, and Lots 35 through 38 and 79 through 107, all inclusive, of Quail Valley at Knollwood, Section Four, shall also be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges set forth in the Additional Protective Restrictions, Covenants, Limitations and Easements for the Lake Lots in Quail Valley at Knollwood, Section Two (being Lots 199 through 227, inclusive, of Quail Valley at Knollwood, Section Two, the plat for which Section Two was recorded on June 18, 1987, as Instrument No. 8718955) and Section Four (being Lots 35 through 38 and 79 through 107, all inclusive, of Quail Valley at Knollwood, Section Four, the plat for which Section Four was recorded on April 7, 1989, as Instrument No. 8908541).

31. PLANTING OF SWEET CORN. As long as Darrell J. Thompson of 14400 Adams Road, Granger, Indiana 46530, owns and farms real estate located within 330 feet of Lots 10 through 15 and 24 through 29, all inclusive, of Quail Valley at Knollwood, Section One, and Lots 189 through 206 and 224 through 234, all inclusive, of Quail Valley at Knollwood, Section Two, no sweet corn may be planted, raised, or permitted to grow on any of the aforesaid lots at any time unless the prior written consent of Mr. Thompson has been obtained. It is not anticipated that such consent will be given when Mr. Thompson is growing hybrid seed corn on his real estate within 330 feet of said lots, inasmuch as the growing of sweet corn in the proximity of hybrid seed corn has an adverse effect upon such hybrid seed corn.

32. AMENDMENT OF COVENANTS. It is expressly provided that the Developer, its successors, or assigns, shall have the exclusive right for a period of five (5) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not, during such five-year period, increase the One Hundred and Twenty-Five Dollar ($125.00) limitation on the total dues and assessments which may be

levied annually by the Quail Valley at Knollwood Homeowners Association, Inc., against any lot. Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the Office of the Recorder of St. Joseph County and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After five (5) years from the date of recording of this Plat, these Restrictions and Limitations, including that provision of Paragraph 24 which places a One Hundred and Twenty-Five Dollar ($125.00) maximum on the total dues and assessments which may be levied annually by the Quail Valley at Knollwood Homeowners Association, Inc., against any lot, may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than seventy-five percent (75%) of the lots in the subdivision.

33. DURATION 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 August 13, 2001, at which time said covenants and 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 seventy-five percent (75%) of the lots covered by these covenants and restrictions, it is agreed to change such covenants and restrictions in whole or in part.

34. 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 covenants and restrictions shall remain in full force and effect.

35. ENFORCEMENT OF COVENANTS. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each owner of a lot in Quail Valley at Knollwood, and in the Quail Valley at Knollwood Homeowners Association, Inc., its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title to any of the lots hereinbefore described, the Quail Valley at Knollwood Homeowners Association, Inc., its successors and assigns, or the Developer, to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Quail Valley at Knollwood Homeowners Association, Inc., or the Developer should employ

counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the owner of such lot or lots against whom such enforcement action is brought, and the Quail Valley at Knollwood Homeowners Association, Inc., or the Developer, as the case may be, shall have a lien upon such lot or lots to secure such lot owner's payment of all such costs, which lien may be enforced in the same manner as is provided in Paragraph 24 of these Restrictions.

36. EFFECTIVE DATE. These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of the Plat of Quail Valley at Knollwood, Section One, Section Two, Section Three, Section Four, Section Five and Section Six and shall become effective upon their recording in the Office of the Recorder of St. Joseph County, Indiana.

ADAMS ROAD DEVELOPMENT CORP.

By: _____
David A. Eckrich, President

ATTEST:

_____
Betty J. Babcock, Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of February, 1990, personally appeared Adams Road Development Corp., by David A. Eckrich, its President, and Betty J. Babcock, its Secretary, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.

_____
, Notary Public,
and resident of St. Joseph County, Indiana

My Commission Expires:

_____

This instrument was prepared by Stephen A. Seall, Attorney-at-law.

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