

**AMENDED PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS AND EASEMENTS**

For

WATERFORD GREEN AT KNOLLWOOD, Section 1 (consisting of Lots 1 through 41, 55 through 63, 131 through 136, and 158 through 226, all inclusive, and recorded on June 17, 1993, as Instrument No. 9322700), Section 2 (consisting of Lots 177A, 178B, 179C, 180D, 184E, 185F, 186G and 187H and recorded on September 30, 1993, as Instrument No. 9339833), Section 3 (consisting of Lots 110 through 130 and 137 through 145, all inclusive, and recorded on October 7, 1993, as Instrument No. 9341071), Section 4 (consisting of Lots 100 through 109, inclusive, and 146 and recorded on January 6, 1994, as Instrument No. 9400689) and Phase Two (consisting of Lots 42 through 54, 64 through 75, 77 through 99, 147 and 149 through 157, all inclusive, and recorded on March 17, 1994, as Instrument No. 9410723). **This document amends the prior restricted covenants previously recorded as instrument numbers 9415061 and 9415062.**

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 and Phase Two (hereinafter sometimes referred to as "said Sections" "Waterford Green 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 Waterford Green at Knollwood Architectural Control Committee. The Board of Directors of the Waterford Green at Knollwood Homeowners Association serves as the Architectural Control Committee. The committee chairman may be any member of the board. Homeowners shall submit all plans and specifications for all structures to the committee for review. The chairman will present documentation to the board for review and approval. No construction of any structure shall

DocId:8327372
Tx:4212775



AW-10

be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be entirely within its discretion.

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 shall be erected, constructed, placed, 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. Two (2) sets of complete plans must be submitted. One (1) will be retained by the Architectural Control committee and one will be returned to the builder (homeowner). 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 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. Such minimum square footage will be the following:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
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 Waterford Green at Knollwood, section 2, Lots 177A, 178B, 179C, 180D, 184E, 185F, 186G and 187H, the minimum square footage shall be as follows:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	2,400 square feet
2 Story	2,800 square feet
1-1/2 story, Bi-Level and Tri-Level	2,900 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.

8. PERIMETER FENCING. Historically, the only perimeter fencing permitted was a split rail type fence (two (2) and three (3) rails high, not to exceed four [4] feet high). Over the course of time, improvements have been made in fence materials including design. Homeowners desiring to install perimeter fencing other than the split rail type shall submit a variance request for approval. Privacy fences are permitted around an immediate patio (of not more than – six (6) feet high) 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.

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, brick 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.

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. 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.

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

21. 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.

22. RECREATIONAL AND COMMERCIAL VEHICLES. 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.

23. HOMEOWNERS ASSOCIATION. The "Waterford Green at Knollwood Homeowners Association, Inc., hereinafter referred to as the "Association", which shall be an Indiana corporation, shall act on behalf of the owners and future owners of lots in this subdivision.

Each owner of a lot in Waterford Green 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, all landscaped entrance ways, 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. 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, the maintenance and improvement of park areas or other "common areas" and 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 Seventy-Five Dollars (\$175.00) per lot per year. Those assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plat of Waterford Green 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 eight percent (8%) 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 appraisal laws. In addition, members with delinquent assessments are subject to a late fee charge of \$25.00. *In addition, a charge of \$40.00 to cover the costs of filing the lien and administrative fee will be assessed to the Member.*

The Association may 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.

24. 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. For FCC guidelines for consumer-owned antennas and satellite dishes, please see the Federal Communications Commission (FCC) Consumer Guide available at: <https://www.fcc.gov/consumers/guides/installing-consumer-owned-antennas-and-satellite-dishes>. Short wave radio antennas are prohibited. All street or lot lighting shall be situated on posts with no lines visible. To assure the enforcement of this restriction, the association agrees:

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

25. 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.

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

27. APPLICABILITY or ADDITIONAL RESTRICTIONS TO CERTAIN LOTS. Notwithstanding anything contained in these restrictions and covenants to the contrary, Lots 17 through 40, 55 through 63, 135, 136 and 158 through 173, all inclusive, of Waterford Green at Knollwood, Section 1, Lots 137 through 145, inclusive, of Waterford Green at Knollwood, Section 3, Lot 146 of Waterford Green at Knollwood, Section 4, and Lots 49 through 54, 64 through 73, 147 and 149 through 157, all inclusive, of Waterford Green at Knollwood—Phase Two, 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 Waterford Green at Knollwood, Section 1 (being Lots 17 through 40, 55 through 63, 135, 136 and 158 through 173, all inclusive, of Waterford Green at Knollwood; Section 1, the plat for which Section 1 was recorded on June 17, 1993, as Instrument No. 9322700), Section 3 (being Lots 137 through 145, inclusive, of Waterford Green at Knollwood, Section 3, the plat for which Section 3 was recorded on October 7, 1993, as Instrument No. 9341071), Section Four (being Lot 146 of Waterford Green at Knollwood, Section Four, the plat for which Section Four was recorded on January 6, 1994, as Instrument No. 9400689) and Phase Two (being Lots 49 through 54, 64 through 73, 147 and 149 through 157, all inclusive, of Waterford Green at Knollwood—Phase Two, the plat for which Phase Two was recorded on March 17, 1994, as Instrument No. 9410723).

28. AMENDMENT OF COVENANTS. These restrictions and covenants may be amended or new restrictions and covenants may be adopted by a fifty-one percent (51%) majority vote of the Members of the Association in good standing. Members may

vote in person, by paper or electronic proxy at any membership meeting, providing that a written notice containing the proposed amendments has been sent to all Members at least ten (10) days prior to the meeting. Proxies must be in writing and signed by the Member. Only proxies of Members in good standing will be eligible to vote.

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.

29. 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 June 1, 2023, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a fifty-one percent (51%) majority vote of the Members of the Association in good standing. Members may vote in person, by paper or electronic proxy at any membership meeting, providing that a written notice containing the proposed amendments has been sent to all Members at least ten (10) days prior to the meeting, it is agreed to change such covenants and restrictions in whole or in part.

30. 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.

31. 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 Waterford Green at Knollwood, and in the Waterford Green 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 Waterford Green at Knollwood Homeowners Association, Inc., its successors and assigns, 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 Waterford Green at Knollwood Homeowners Association, Inc. 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 Waterford Green at Knollwood Homeowners Association, Inc. 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 23 of these Restrictions.

32. EFFECTIVE DATE. These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of the Plat of Waterford Green at Knollwood, Section 1 (Recorded Documents 9322700 and 9330487), Section 2 (Recorded Documents 9335483 and 9339833), Section 3 (Recorded Document 9341071), Section 4 (Recorded Document 9400689) and Phase 2 (Recorded Document 9410723), and shall become effective upon their recording in the Office of the Recorder of St. Joseph County, Indiana.

Waterford Green at Knollwood Homeowners Association

By: Murray Rose
Murray Rose, President

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

Before me, the undersigned, a Notary Public in and for said County and State, this 23rd day of January, 2023, personally appeared Waterford Green at Knollwood Homeowners Association, Inc. by Murray Rose, its President, and acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal.



Meagan Huffman
Notary Public, and resident of St. Joseph County, Indiana

My Commission Expires May 12, 2030

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law

Jennifer W. Prokop

This document prepared by Jennifer W. Prokop, Landscape Committee, Board Member, Waterford Green at Knollwood Homeowner Association

Attest:

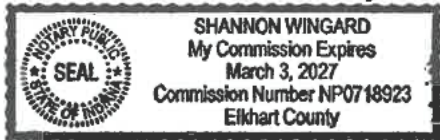


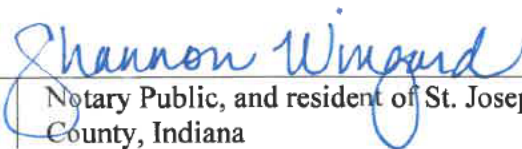
Tommy Hall, Vice President & Treasurer

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

Before me, the undersigned, a Notary Public in and for said County and State, this 31 day of Jan., 2022, personally appeared Waterford Green at Knollwood Homeowners Association, Inc. by Tommy Hall, its Vice President and Treasurer, 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 March 3, 2027

Document Revision Log

Revision	Date	Description	By Whom
0	1994	Original Document	Adams Road Development
01	10/31/2022	General Revision - References to Adams Road Development removed / Section 1 Architectural Control Committee revised / Section 8 Perimeter Fencing revised to reflect current materials and designs available / Section 19 Developer's Option to Repurchase - deleted / Section 24 Utilities and Television Antennas - Updated to include current FCC guidelines consumer-owned antennas and satellite dishes / Section 28 Conveyance of common areas to Association deleted / Old Section 30, New Section 28 Amendment of Covenants was updated to change approval of covenant changes to a 51% majority vote of members of the Association in good standing versus not less than 75% of the lots in the subdivision. / Old Section 31, New Section 29 Duration of Covenants was updated to approve any change of the duration of the covenants to a 51% majority vote of members of the Association in good standing versus not less than 75% of the lots in the subdivision.	Waterford Green Homeowner Association by President Murray Rose

EXHIBIT A

LEGAL DESCRIPTION FOR WATERFORD GREEN AT KNOLLWOOD, SECTION 1

A part of the Southeast Quarter of Section 15, Township 38 North, Range 3 East, Harris Township, St. Joseph County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 15, said point being marked by a Harrison Monument; thence North $0^{\circ} 19' 51''$ West, along the West line of the Southeast Quarter of said Section 15, 2649.63 feet; thence North $89^{\circ} 24' 20''$ East, along the North line of the Southeast Quarter of said Section 15, 1063.36 feet; thence South $0^{\circ} 19' 51''$ East, parallel with said West line, 346.35 feet; thence South $32^{\circ} 19' 15''$ West, 189.45 feet; thence Southeasterly along a curve to the right, having radius 345.00 chord length 72.70 chord bearing South $51^{\circ} 37' 51''$ East delta angle $12^{\circ} 05' 49''$, a distance of 72.84 feet; thence South $45^{\circ} 34' 57''$ East, 86.10 feet; thence South $40^{\circ} 42' 27''$ West, 337.91 feet; thence South $49^{\circ} 42' 44''$ East, 447.74 feet; thence South $19^{\circ} 24' 32''$ West, 135.51 feet; thence South $72^{\circ} 03' 29''$ East, 144.63 feet; thence South $45^{\circ} 48' 38''$ East, 170.23 feet; thence North $41^{\circ} 12' 08''$ East, 76.54 feet; thence South $45^{\circ} 33' 27''$ East, 200.32 feet; thence South $54^{\circ} 49' 44''$ East, 149.65 feet; thence South $29^{\circ} 33' 18''$ East, 457.59 feet; thence South $20^{\circ} 01' 04''$ West, 217.63 feet; thence South $6^{\circ} 19' 37''$ West, 189.80 feet; thence South $0^{\circ} 14' 27''$ East, 235.87 feet, to the South line of the Southeast Quarter of said Section 15; thence South $89^{\circ} 29' 57''$ West, along the South line of the Southeast Quarter of said Section 15, 1850.12 feet to the point of beginning and containing 85.9051 acres more or less.

LEGAL DESCRIPTION FOR WATERFORD GREEN AT KNOLLWOOD, SECTION 3

A part of the Southeast One-Quarter of Section 15, Township 38 North, Range 3 East, of the Second Principal Meridian, Harris Township, St. Joseph County, Indiana, and described as follows:

Commencing from a Harrison Monument as set and witnessed by the County, marking the South Quarter corner of said Section 15; thence North $00^{\circ} 19' 51''$ West (bearing derived from Waterford Green at Knollwood, Section One, Rec #9330487, dated August 5, 1993) 2649.63 feet, to the Center of said Section 15; thence North $89^{\circ} 24' 20''$ East, 1076.08 feet, to the point of beginning; thence North $89^{\circ} 24' 20''$ East, 1093.55 feet; thence South $00^{\circ} 35' 40''$ East, 273.25 feet; thence South $40^{\circ} 41' 59''$ West, 239.27 feet; thence South $35^{\circ} 27' 17''$ West, 106.67 feet; thence South $13^{\circ} 48' 51''$ West, 139.19 feet; thence South $57^{\circ} 48' 06''$ West, 786.27 feet; thence North $49^{\circ} 42' 44''$ West, 447.74 feet; thence North $40^{\circ} 42' 27''$ East, 337.91 feet; thence North $45^{\circ} 34' 57''$ West, 86.10 feet, to the point of

curvature of a curve, said curve having a radius of 345.00 feet and a central angle of $11^{\circ}29'39''$, thence Northwesterly along the arc of said curve to the left, a distance of 69.21 feet, said arc subtended by a chord which bears North $51^{\circ}19'47''$ West, a distance of 69.10 feet, to the point of intersection with a non-tangent line; thence North $32^{\circ}55'24''$ East, 160.00 feet; thence North $03^{\circ}21'44''$ East, 374.87 feet, to the point of beginning, and containing 22.46 acres, more or less.

LEGAL DESCRIPTION FOR WATERFORD GREEN AT KNOLLWOOD, SECTION FOUR

A part of the Southeast Quarter, Section 15, Township 38 North, Range 3 East, Harris Township, St. Joseph County, Indiana and more particularly described as follows:

Commencing at the Northeast corner of said Southeast Quarter, also being the Southeast corner of Quail Ridge at Knollwood South Section Seven (St. Joseph County Document No. 8693028); thence South 0 degrees 14 minutes 27 seconds east, along the East line of said Southeast Quarter, 459.20 feet; thence South 66 degrees 15 minutes 54 seconds west, 378.44 feet; thence South 72 degrees 59 minutes 57 seconds West 199.04 feet to a curve which has a radius of 359.84 feet, a central angle of 10 degrees 57 minutes 16 seconds, a chord of 68.69 feet which bears North 17 degrees 25 minutes 51 seconds West; thence along said curve 68.80 feet; thence South 67 degrees 05 minutes 31 seconds West, 180.00 feet; thence South 40 degrees 27 minutes 15 seconds West, 106.25 feet to the most southerly corner of Lot 145 Waterford Green at Knollwood Section Three (St. Joseph County Document No. 9341071); thence North 13 degrees 48 minutes 51 seconds East, along the Southeasterly line of said Lot 145, 139.19 feet; thence North 35 degrees 27 minutes 17 seconds East, along the Northeasterly line of said Lot 145, 196.67 feet; thence North 40 degrees 41 minutes 59 seconds East, along the easterly line of Lot 110 and the Southeasterly line of Lot 111 in said Waterford Green at Knollwood Section Three Subdivision, 239.27 feet; thence North 0 degrees 35 minutes 40 seconds West, along the easterly lines of Lot 111 and Lot 112 in said Waterford Green at Knollwood Section Three Subdivision, 273.25 feet to the North line of said Southeast Quarter, also being the South line of said Quail Ridge at Knollwood South Section Seven Subdivision; thence North 89 degrees 24 minutes 20 seconds East, along the said North line of the Southeast Quarter, 489.68 feet to the place of beginning for this description containing 7.63 acres more or less.

LEGAL DESCRIPTION FOR WATERFORD GREEN AT KNOLLWOOD-PHASE TWO

A part of the Southeast Quarter, Section 15, Township 38 North, Range 3 East, Harris Township, St. Joseph County, Indiana and more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter, said point being marked by a Harrison Monument; thence North 0 degrees 14 minutes 27 seconds West, along the East line of said Southeast Quarter, 2194.79 feet; thence South 66 degrees 15 minutes 54 seconds West, 378.44 feet; thence South 72 degrees 59 minutes 57 seconds West, 199.04 feet to a curve which has a radius of 359.84 feet, a central angle of 10 degrees 57 minutes 16 seconds, a chord of 68.69 feet which bears North 17 degrees 25 minutes 51 seconds West; thence along said curve 68.80 feet; thence South 67 degrees 05 minutes 31 seconds West, 180.00 feet; thence South 40 degrees 27 minutes 15 seconds West, 106.25 feet to the Easterly line of Waterford Green at Knollwood Section 3 (St. Joseph County Document No. 9341071); thence South 57 degrees 48 minutes 03 seconds West, along the Easterly line of said Waterford Green at Knollwood Section 3, 786.27 feet to the Easterly line of Waterford Green at Knollwood Section One (St. Joseph County Document No. 9330487); thence along the Easterly boundary of said Waterford Green at Knollwood Section 1 for the following 10 courses, (1) South 19 degrees 24 minutes 32 seconds West, 91.82 feet; (2) thence South 55 degrees 47 minutes 47 seconds East, 140.13 feet; (3) thence South 45 degrees 48 minutes 38 seconds East, 180.25 feet; (4) thence North 41 degrees 12 minutes 08 seconds East, 76.54 feet; (5) thence South 45 degrees 33 minutes 27 seconds East, 210.34 feet; (6) thence South 55 degrees 29 minutes 26 seconds East, 139.77 feet; (7) thence South 29 degrees 33 minutes 18 seconds East, 457.59 feet; (8) thence South 20 degrees 12 minutes 13 seconds West, 193.43 feet; (9) thence South 07 degrees 42 minutes 02 seconds West, 213.53 feet; (10) thence South 00 degrees 14 minutes 27 seconds East, 235.87 feet to the South line of the said Southeast Quarter; thence North 89 degrees 29 minutes 57 seconds East, along said South line of Southeast Quarter, 805.00 feet to the place of beginning for this description, containing 45.65 acres more or less.