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PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

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Amended **PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS AND EASEMENTS
For**

KNOLLWOOD WEST, ADDITION A (consisting of lots 58 thru 68, 97 thru 119, 122 thru 127, and 214 thru 219, all inclusive, and recorded on June 15, 1978, as Instrument No. 78-12205),
ADDITION B (consisting of lots 1 thru 9, 29 thru 36, 55 thru 57, 69 thru 71, 86 thru 92, 167 thru 176 and 220 thru 256, all inclusive, and recorded on June 22, 1978, as Instrument No. 78-12903),
ADDITION C (consisting of lots 37 through 54, 72, 153 thru 166, and 247, all inclusive, and recorded on July 21, 1978, as Instrument No. 78-15298), and ADDITION D (consisting of lots 73 thru 85, inclusive, and recorded on October 23, 1978, as Instrument No. 78-22932), plus Instrument No. 79-12039 recorded June 14, 1979,
9018924

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 Additions 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 Additions without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, or any and all lots in said Additions; 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 Additions, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Additions 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 Additions are as follows:

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1. HOMEOWNERS ASSOCIATION. The "Knollwood West Homeowners Association, Inc.", hereinafter referred to as the "Association," is an Indiana corporation, acting on behalf of the owners and future owners of lots in this subdivision.

Each owner of a lot in Knollwood West shall be a member of the Association and shall be entitled to cast one vote at all meetings for each lot that is owned. The purpose of the Association is to manage and to support financially all common 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. The Association shall conduct a meeting at least once each year to organize itself and to elect its officers. The Association has established a set of by-laws that defines and controls the election and terms of the Board.

The Association shall have the authority to impose and collect annual assessments for the 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 each lot owner shall not exceed One Hundred Forty-Two Dollars (\$142.00) per year per lot owned (The Maximum Annual Assessment), except as herein adjusted. After the Maximum Annual Assessment is fixed at One Hundred Forty-Two (\$142.00) for a particular year, it may thereafter be increased annually by the greater of (a) three percent (3%) or (b) the percentage that the CPI has increased upon the comparison of the Index for January of the year in which the increase in the Maximum Annual Assessment is to be made, and the Index for January of the immediately preceding year. As used herein, "CPI" means the Consumer Price Index for All Urban Consumers (All Items) published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Bureau discontinues publishing the CPI, a comparable index will instead be used as a basis for making any adjustments under this paragraph.

Those assessments shall be levied equally on each lot in all additions to and sections of the recorded Plat of Knollwood West. 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 on or after January 1st of each calendar year and shall be due and payable within thirty (30) days. All lots in these additions 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 attorney's 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, 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, Treasurer or Secretary of the Association showing the amount of said dues and assessments which are due and unpaid as of the date 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, yard maintenance, 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%) or flat fees as determined by the Board 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.

The Association may be formed for, and engage in, such other activities as may be beneficial to 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.

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

writing by the Knollwood West Architectural Control Committee. There is hereby created the Knollwood West Architectural Control Committee which shall consist of three (3) persons appointed by the KWHA, which Architecture Control Committee shall hereinafter be referred to as the "ACC", or its successors and assigns who shall serve until they are removed by the unanimous vote of the Board or have resigned. The ACC may designate any one of its members to act on its behalf. In the event of any vacancy on the ACC, the Board shall appoint a replacement. The ACC 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 ACC shall have issued its written approval. The decision of the ACC shall be entirely within its discretion. The authority of the ACC shall remain in effect as long as there is an Association Board.

3. PROPERTY USE

- a. LAND AND USE AND BUILDING TYPE. No dwelling, or building, or structure of any kind, 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 ACC.
- 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. .

4. ARCHITECTURAL CONTROL. No building, fence, enclosure, patio, deck or other structures 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 ACC. 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 by the KWHHA and one will be returned to the builder. The ACC's approval or disapproval as required in these covenants shall be in writing. No structure, fence or enclosure 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 ACC's prior written consent. Neither the ACC, 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 non-feasance 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 ACC agrees, by submission of such plans, that he or it will not bring any action or suit against the ACC to take, or refrain from taking, any action. The approval of the ACC shall not 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.

5. 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:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch	1,700 square feet
2 Story	1,900 square feet
1 ½ Story, Bi-Level and Tri-Level	2,000 square feet (permitted only on specified terrain)

EXCEPT THAT.

In Lots 29 through 45, 52 through 66, 79 through 152, 177 through 230, and 242 through 246, inclusive, the minimum square footage shall be as follows:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch	1,900 square feet
2 Story	2,100 square feet
1 ½ Story, Bi-Level and Tri-Level	2,200 square feet (permitted only on specified terrain)

EXCEPT THAT.

In Lots 46 through 51, 67 through 78, and 231 through 241, inclusive, the minimum square footage shall be as follows:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch	2,200 square feet
2 Story	2,400 square feet
1 ½ Story, Bi-Level and Tri-Level	2,500 square feet (permitted only on specified terrain)

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

6. BUILDING LOCATION. No building shall be located on any lot nearer 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 buildings; 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 six (6) feet from any other lot.

7. **EASEMENTS.** There are strips of ground variable in width, as shown on the Knollwood Plats, 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, 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.

8. **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 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.

9. **FENCING.** All fencing must be pre-approved by the ACC. Split rail fencing two (2) rails high not to exceed four feet (4') in height, measured from the ground to the top of the fence posts with decorative chain link fencing attached to the inside of the split rail fence shall be permitted around the perimeter of each lot, not to extend past the front setback line of the dwelling. Privacy fencing not more than six feet (6') in height placed in immediate proximity to a patio shall be permitted only with the approval of the ACC. The patio fencing must conform to present Architectural Standards as set by the style of the home thereon built and be approved by the ACC in writing. No other fencing of any type and no fencing in any other locations upon any lot shall be permitted unless a variance from these fence requirements shall have been approved in writing by the ACC. All approved fences must be properly constructed and maintained.

10. 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, as determined by the Board.

11. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, mobile home, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

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

13. DETACHED BUILDINGS. The construction and placement of any detached structure 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 ACC for approval before placement or beginning construction. The ACC shall have the authority to require protective screening around these structures. Approval for the construction of the structure must be obtained from the ACC 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.

14. DRIVEWAYS, CHIMNEYS AND MAILBOXES. 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. All driveways must be maintained to eliminate major cracks, collapsing sections and obvious defects that detract from the home and Knollwood West as determined by the Board. All mailboxes must be of a permanent nature and installed in the ground.

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 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.

16. 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.

17. 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. All reasonable attempts must be made to store household trash collection containers and recycle bins/carts within the structure. If stored outside said recycle bins/carts must be completely screened and not visible.

18. 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 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.

19. 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 ACC, within one hundred and twenty (120) days after the structure is completed, or the structure is occupied as a home, whichever is earlier.

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 ACC 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. VEHICLES

a. PERSONAL VEHICLES. Unlicensed or inoperable vehicles are not permitted in the driveway, lot or other open areas of the neighborhood for any period longer than 5 consecutive days.

b. RECREATIONAL AND COMMERCIAL VEHICLES. Recreational vehicles of any kind are prohibited from being used on the golf course or surrounding areas, other than Knollwood Golf Club vehicles. Snowmobiles, ATVs, go-carts and dirt bikes are prohibited on the golf course and any users thereof will be subject to prosecution. No recreational or commercial vehicles (campers, trailers, large trucks, boats, towables, etc.) may be kept in open areas in this subdivision, whether such open areas are on or off the lot of any lot owner for longer than 5 consecutive days.

24. LANDSCAPING AND PROPERTY/YARD MAINTENANCE. All homeowner lot landscaping shall be reasonably maintained at all times. The Board will notify homeowners of failure to comply with reasonable and acceptable yard care that detracts from the value and appearance of the neighborhood after sufficient evidence of such violation has been brought to the attention to the Board.

25. HOME/PROPERTY MAINTENANCE. The homeowner must maintain the exterior of the structure in a reasonably acceptable state of repair. This includes adequate maintenance of roofs, siding, garage doors, painted surfaces and other items in open view. The Board will notify homeowners of failure to comply with reasonable and acceptable home care that detracts from the value and appearance of the neighborhood after sufficient evidence of such violation has been brought to the attention to the Board.

Homeowners will have thirty (30) days to remedy the violation or submit a remedy plan to the Board.

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 dish 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.

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.

27. 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. The system must be maintained such that it does not produce any health hazards, which includes but not limited to smell or surface water. The Board will notify homeowners of failure to comply with reasonable and acceptable maintenance.

28. GOOD NEIGHBOR POLICY. The Board will only consider issues beyond these covenants after a signed, written request to intercede is provided to the Board describing the situation and demonstrating appropriate due diligence to resolve.

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.

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.

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.

32. 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 Knollwood West, and its 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 KWHHA, 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 KWHHA, 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 KWHHA, 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 1 of these restrictions. Refer to the Board approved protocol for addressing covenant violations, which includes the employment of legal counsel.

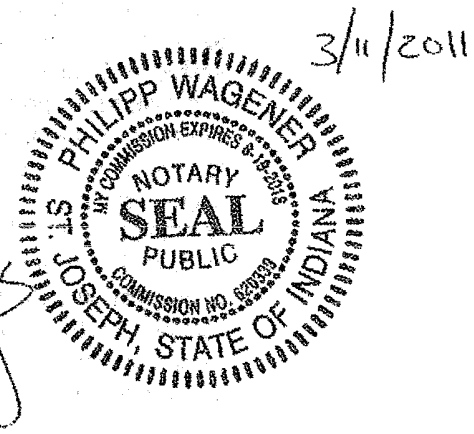
33. EFFECTIVE DATE. These restrictions and covenants shall be deemed to be attached to and shall be considered a part of the Plat of Knollwood West, Addition A, Addition B, Addition C and Addition D, and shall become effective upon their recording in the Office of the Recorder of St. Joseph County, Indiana.

I, Gail R. Miller Gail R. Miller, Secretary of the Knollwood West Homeowners Association, have prepared this document. 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. This document was prepared on March 7, 2011.

Michelle Sorensen Michelle Sorensen
President, Knollwood West Homeowners Association

Joy Sholty Joy Sholty
Vice-President, Knollwood West Homeowners Association

Jim Hipskind Jim Hipskind
Treasurer, Knollwood West Homeowners Association



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

Prepared by Gail Rebecca Miller