

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

For

BRADFORD SHORES at Knollwood, Section One (consisting of Lots 1 through 30, 102 through 108, 120 through 123, and 95 through 101 all inclusive, the plat for which was recorded in the Office of the Recorder of St. Joseph County on November 2, 2006, as Instrument No. 0647625, and as that plat may be amended from time to time (“Section One”);

In

St. Joseph County, Indiana

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

Adams Road Development II Corp. (“Developer”) has the authority to impose these restrictions by virtue of being the owner of all of the Lots in Section One [“Lot(s)”]. Upon recordation, these restrictions shall be effective against all Lots in Section One (the “subdivision”).

Such Lots shall hereinafter be referred to as “the lots” or “the lot,” and the lots 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 the subdivision 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 this subdivision; 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 the subdivision, their respective legal representatives, heirs, successors, grantees and assigns. These restrictions and limitations are in addition to any restrictions or limitations placed on a Lot according to applicable law or other governmental regulation. The owner, or owners, present or future, of any land or lot included in the subdivision 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 the subdivision 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 Bradford Shores Architectural Control Committee. There is hereby created the Bradford Shores Architectural Control Committee (“ACC”) which shall consist of three (3) persons appointed by the Developer, or its successors and assigns, who shall serve until they are removed or have resigned. Notwithstanding anything in this instrument to

the contrary, the Bradford Shores Homeowners Association, in whatever form it exists (“Association”), shall not be deemed to be the successor or assign of the Developer for purposes of appointing persons to, or removing persons from, the ACC until the Developer has recorded a written instrument assigning such authority to said Association, or until all of the lots in this subdivision have been sold and have had residences constructed thereon, whichever shall first occur (such event to be a “Turnover Event”). The ACC may designate in writing any one of its members, or certain members of the board of directors of the Association, to act on its behalf. Prior to the Turnover Date, the Developer may remove any member of the ACC for any reason. In the event of any vacancy on the ACC prior to the Turnover Date, the Developer shall appoint a replacement. After the Turnover Date, the governing body of the Association shall have the authority to remove any member of the ACC and also the authority appoint a replacement in the case of vacancy. 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 continue in effect for as long as these restrictions are in force.

2. (a) LAND 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 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 other than such equipment in such amounts and of such design or type as is typically found in residential homes. Notwithstanding the foregoing, 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 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. One (1) set of complete plans must be submitted and such set will be retained in the Developer’s Office. The ACC’s approval or disapproval as required in these covenants shall be in writing; no

approval shall be granted unless such approval is in writing. The ACC may approve plans with such conditions or modifications as the ACC determines appropriate in its discretion. 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 ACC's prior written consent. Neither the Developer, the ACC, nor any member or designee 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 ACC agrees, by submission of such plans, that he or it will not bring any action or suit against the ACC or the Developer to recover any damages or to require the ACC or the Developer to take, or refrain from taking, any action. Neither the submission of any complete set of plans to the Developer's Office for review by the ACC, nor the approval thereof by that ACC, 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 and Bi-Level	2,500 square feet (permitted only on specified terrain, with 80% of the square footage being on the First Floor)

EXCEPT THAT,

for Lots 1 through 26 and 95 through 101, the minimum square footage shall be as follows:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
Ranch Style	1,800 square feet
1-1/2 Story and Bi-Level	2,300 square feet (permitted only on specified terrain, with 80% of the square footage being on the First Floor)

(b) MASONRY REQUIREMENTS. The minimum masonry requirements, unless otherwise approved by the ACC, are as follows:

- (1) Masonry requirement on 25% of front elevation of house:
Lots 27 through 30, 102 through 108, 120 through 123 and lot 94 all inclusive.
- (2) Masonry requirement on 50% of front elevation of house:
Lots 1 through 26, and 95 through 101

(c) 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; exceptions may be made to this section only if they are unanimously approved in writing by the ACC.

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, except with the written approval of the ACC. 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, except with the written approval of the ACC.

6. EASEMENTS.

a. General Provisions. 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 landscape easement areas. 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 five (5) 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 lot corner.

7. PROTECTIVE SCREENING. Protective screening areas are established as shown on the recorded Plat and are noted as "landscape easement areas". 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. For any protective screening area within a designated landscape easement area, the Association shall maintain the landscaping and trees for that area. While the Association is encouraged to solicit input from adjoining landowners, the determination of appropriate landscaping and trees within the landscape easement areas shall belong to the Association in its sole discretion. The Association's duty to maintain the landscape easement areas shall apply even if such areas are located on Villa Lots, as defined in those Additional Covenants and Restrictions for Villas at Bradford Shores, where the Villa Association has some responsibility for outside maintenance of those Lots.

8. FENCING. The only perimeter fencing permitted shall be a split rail fence (two [2] or three [3] rails high, not to exceed four [4] feet high). A perimeter fence may have mesh fence attached on its interior side but the mesh fence quality and design must be approved by the ACC and shall not exceed the height of the top rail of the split rail fence. The interior side of the mesh fence must be partially screened by appropriate landscaping. In addition, fencing surrounding an in-ground pool may be permitted, provided that such fencing has spindles that are no more than one inch in diameter or width, with a four inch space between spindles. A pool fence may encompass only the pool, its surrounding patio, and a reasonable amount of landscaping area, as determined by the ACC. The intent of this provision is to prevent a pool fence from encompassing all or a significant portion of the perimeter of any Lot. Any fencing other than a perimeter split rail fence or a pool fence shall be considered a privacy fence. A privacy fence shall not be more than six (6) feet in height and shall only be located around an immediate spa or patio area. The privacy fence must conform to the present architectural standards as set by the style of home thereon built and be approved by the ACC in writing. No pool, perimeter or privacy fence shall extend toward the front of any lot beyond the front foundation lines of the main residential structure on such lot. Any variance from these fencing requirements must be approved in writing by the ACC.

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. The determination of whether an activity constitutes a nuisance may be made by applicable law at any time; by the Developer prior to the Turnover Date; by the Board of Directors of the Association after the Turnover Date; or by the affirmative vote of those individuals owning a majority of the Lots in the subdivision at any time. Notwithstanding the foregoing, determination of a nuisance shall be applied in the same manner to all Lots in the subdivision. No structure approved by the ACC shall constitute a nuisance, provided that the structure complies with the plans submitted to the ACC. Use of, or related to, an approved structure may constitute a nuisance.

10. PROHIBITED STRUCTURES. No structure shall be moved onto, assembled or constructed on any lot and used at any time as a residence or for any other purpose,

either temporarily or permanently, except as specifically provided in these Covenants. The term “structure” shall include any items or group of items which are or have been constructed, created, or assembled by individuals, machinery, or both, and whether above ground, on ground, or in ground, and where constructed or assembled on the Lot or not. Certain structures are permitted under these Covenants, with the prior written permission of the Developer or, after the Turnover Event, the ACC. These potentially permitted structures include swing sets, sheds, tents, fences, statues or other outdoor artwork, pet shelters, any outdoor enclosure or any other structure which may be permitted as provided in these Covenants. Any other structures are not permitted at any time. These structures include, but are not limited to, construction or other trailers, modular homes, barns, above ground pools, ponds, and any other structure not specifically permitted herein.

11. TENNIS COURTS AND POOLS. No tennis courts or above ground pools or domed pool or court enclosures shall be permitted. Installation of in ground pools or hot tubs shall be done only with the written permission of the ACC. Any pool with a capacity of greater than fifty gallons, or which remains substantially in place for more than 48 consecutive hours, shall require the approval of the ACC.

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 ACC for approval before beginning construction and/or installation. No Lot may have more than one detached building or structure, with the exception that for the purposes of counting the number of detached structures, approved in-ground pools, hot tubs and swing set/play areas shall not be considered. The ACC shall have the authority to require protective screening around these structures. Approval for any detached structure must be obtained from the ACC in advance of beginning construction as provided for in Paragraph 1 hereof. Detached structures in excess of two hundred (200) square feet may be permitted only as a pool house, and further only if approved with the unanimous written consent of the ACC. Notwithstanding the foregoing, no detached structure may be used at any time for storage of any vehicle which is required to be (or would be, if in operating condition) licensed, registered, or permitted according to applicable law.

13. LANDSCAPING REQUIREMENTS. A minimum of four (4) trees of at least eight (8) feet in height and at least four (4) inches in diameter must be planted along with the initial landscaping of the yard. 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 (weather permitting) after the structure is completed, or the structure is occupied as a home, whichever is earlier. Wild flowers are permissible; however, they may be used only as a minor accent to landscaping.

14. 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.

15. 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.

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. Pet enclosures require approval as provided in paragraph 10.

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. Absolutely no dumping of trash, landscaping debris or animal waste shall be permitted on any empty lot or common area. Violators, if identifiable, will be responsible for any cost incurred in the clean up of said waste.

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 within any drainage, utility and road maintenance easement area or on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35) 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.

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, unless Developer has issued the Lot Owner a written extension of time for completion of the structure. The landscaping requirements of Paragraph 13 shall be completed within the time period specified in such paragraph.

20. 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.

21. FUEL STORAGE TANKS. No oil or fuel storage tanks may be installed, stored or otherwise located on any lot, except portable, government-approved containers for LP gas, gasoline or other such materials used for household purposes not exceeding a five gallon capacity.

22. HAZARDOUS MATERIALS. Under no circumstance shall it be permissible for hazardous materials to be allowed to flow into any of the catch basins located along the curbs or rear yards of the subdivision, or into any lake or retention area of the subdivision.

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

24. 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. Each Lot Owner shall be responsible to replace non-working bulbs and otherwise maintain regular operation of this light.

25. 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. No vehicles of any type may be parked at any time in the yard of any Lot. No car that is not in operational condition may be maintained on any Lot other than in an enclosed garage.

26. HOMEOWNERS ASSOCIATION. The "Bradford Shores 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 Bradford Shores 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 or other "common 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 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, the maintenance and improvement of park areas or other “common areas” and the provision of the aforesaid security services. Assessments shall be levied equally on each lot in all Additions to and Sections of the recorded Plat of Bradford Shores. 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 annually and shall be due and payable within thirty (30) days of receipt.

All lots in the subdivision shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. The total of the annual dues and assessments shall not be more than Three Hundred Dollars (\$300) per year per lot owned (the “Maximum Annual Assessment”), except as hereinafter adjusted. After the Maximum Annual Assessment is fixed at Three Hundred Dollars (\$300) for a particular year, it may thereafter be increased annually by the greater of (i) three percent (3%) or (ii) 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.

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 lien, 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.

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. 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 the Maximum Annual Assessment 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.

27. UTILITIES, TELEVISION ANTENNAS AND SATELLITE DISH ANTENNAS. All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. No outside above-ground A.M., F.M., or short wave radio antennas of any type shall be erected or maintained on any lots or structures in this subdivision. All street or lot lighting shall be situated on posts with no lines visible. 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, and nothing herein shall restrict the use of overhead wires, poles or facilities as may be required by applicable utility providers, except that no utility may connect to a building within the subdivision, except for Lot B, other than by use of an underground connection;

(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.

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 service (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.

28. WATER AND SEWER SYSTEMS. The subdivision is serviced by water and sewer systems operated and maintained currently by the City of South Bend, Indiana. Provision of those services shall be subject to and according to all applicable ordinances and regulations applicable to those services.

29. FIRES. No fire shall be permitted to burn upon any street or roadway in this subdivision. No burning shall be allowed in any other location in this subdivision without a burn permit obtained from the Harris Township Fire Department.

30. CONVEYANCE OF COMMON AREAS TO ASSOCIATION. The Developer hereby covenants for itself, its successors and assigns, that it will convey its interest in any easements or common areas in this subdivision to the Bradford Shores Homeowners Association, Inc., and the Association shall accept such conveyance, not later than five (5) years after all lots in this subdivision have been sold by the Developer, its successors and assigns.

31. APPLICABILITY OF ADDITIONAL RESTRICTIONS TO CERTAIN LOTS. Notwithstanding anything contained in these restrictions and covenants to the contrary, Lots 2 through 16, 102 through 108, and 120 through 123, all inclusive, shall also be subject to and impressed with the additional covenants, agreements, easements, restrictions, limitations and charges as may be set forth in the Additional Protective Restrictions, Covenants, Limitations and Easements for the Lake Lots in Bradford Shores recorded on the above described Lots ("Additional Covenants"). If a Lake Lot owner wishes to take an action which requires the approval under these Covenants and also approval under the Additional Covenants, then both approvals shall be required, as set forth in the applicable set of Covenants. Further notwithstanding anything contained in these restrictions and covenants to the contrary, Lots 1 through 26 and 95 through 101 all inclusive, shall also be subject to and impressed with the additional covenants, agreements, easements, restrictions, limitations and charges as may be set forth in the Additional Covenants and Restrictions for the Villas at Bradford Shores recorded on those Lots ("Villa Covenants"). Actions with respect to Lake Lots in the Villas may need approvals under these Covenants, the Additional Covenants, and the Villa Covenants.

Approval under one set of covenants shall not eliminate the requirement of approval as set forth in the other covenants. In the event the provisions of these Covenants conflict with the provisions of the Additional Covenants and/or the Villa Covenants, that conflict shall be resolved by the Developer prior to the Turnover Date. After the Turnover Date, the conflict shall be resolved by a majority vote of the combined Boards of those Associations created under those covenants that are in conflict.

32. AMENDMENT OF COVENANTS. It is expressly provided that the Developer, its successors, or assigns, shall have the exclusive right for a period of ten (10) years from the date of recording of this instrument to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not, during such ten-year period, increase the Maximum Annual Assessment as provided in paragraph 26 which may be levied annually by the Bradford Shores Homeowners Association, Inc., against any lot, subject to the annual increase of the Maximum Annual Assessment permitted by the provisions of Paragraph 26. Such amendment shall be evidenced by the recording of a written instrument 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 ten (10) years from the date of recording of this instrument, these Restrictions and Limitations 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. Notwithstanding anything in this instrument to the contrary, the Bradford Shores Homeowners Association, Inc. shall not be deemed to be the successor or assign of the Developer for purposes of amending any or all of the restrictions or covenants herein contained within ten (10) years from the date of recording of this instrument until the Developer has recorded a written instrument assigning such authority to said Association, or until all of the lots in this subdivision have been sold and have had residences constructed thereon, whichever shall first occur.

33. INSURANCE. The Association shall procure and maintain comprehensive public liability insurance policy having a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and a limit of liability of not less than Two Million Dollars (\$2,000,000.00) in the aggregate, which policy shall state that the Bradford Shores at Knollwood Homeowners Association, Inc. is the sole insured there under, which insurance shall cover the roadways and Common Areas. The Association may join with the Lake Association to purchase one insurance policy covering all of the common areas, including the lakes. It is also recommended, but not required, that the Association purchase directors and officers' insurance, and casualty insurance, if such insurance is economically feasible.

34. TAXES. The Association shall reimburse the owner of any lot for all or a portion of the real estate taxes attributable to a Common Area located on such lot within thirty (30) days after the owner presents the Association with satisfactory proof of the owner's payment of such taxes, but only if the Association determines that there is a large disparity in the assessment of real estate taxes on the Common Area portion(s) of such lots to the detriment of such owner.

35. 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 January 31, 2032, 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.

36. 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.

37. 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 Bradford Shores, the Developer and the Bradford Shores 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 Bradford Shores 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 Bradford Shores 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 Bradford Shores 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 26 of these Restrictions.

38. EXPANSION OF SUBDIVISION. The Developer shall have the right to expand the scope of the property covered by these Covenants and designated either legally or commercially as "Bradford Shores" to include other property in the vicinity of the property described on Exhibit "A".

39. EFFECTIVE DATE. These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of the Plat of Bradford Shores, Section One, as such plat may be amended, and shall become effective upon their recording in the Office of the Recorder of St. Joseph County, Indiana.

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IN WITNESS WHEREOF:

The Developer as the owner of all of the Lots in Bradford Shores at Knollwood, has executed this instrument to impose the Protective Restrictions, Covenants, Limitations and Easements set forth herein on all of the lots in Bradford Shores, Section One.

“Developer”
Adams Road Development II Corp.

By: _____
David H. Eckrich, President

ATTEST:

Brian J. Eckrich, Secretary

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

Before me, the undersigned, a Notary Public in and for said County and State, this January 26, 2007, personally appeared Adams Road Development II Corp., by David H. Eckrich, its President, and Brian J. Eckrich, its Secretary, and acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed and that they were authorized by it so to do.

WITNESS my hand and Notarial Seal.

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

My Commission Expires:

This instrument was prepared by Douglas D. Anderson, Barnes & Thornburg, 600 1st Source Bank Center, 100 N. Michigan, South Bend, Indiana 46601

EXHIBIT A
LEGAL DESCRIPTION FOR BRADFORD SHORES, SECTION ONE

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 18, WHICH CORNER BEING MARKED BY A HARRISON MONUMENT, ALSO BEING STATE PLANE COORDINATE STATION NUMBER 686, RECORD AS MAINTAINED IN THE OFFICE OF COUNTY SURVEYOR OF SAID COUNTY; THENCE SOUTH 0 DEGREES 18 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1323.37 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 1219.11 FEET; THENCE NORTH 25 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 272.94 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 27.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 37 MINUTES 34 SECONDS, AND A CHORD OF 5.82 FEET BEARING SOUTH 53 DEGREES 22 MINUTES 19 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 5.82 FEET; THENCE NORTH 33 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 288.32 FEET; THENCE NORTH 13 DEGREES 44 MINUTES 43 SECONDS WEST, A DISTANCE OF 459.04 FEET; THENCE NORTH 74 DEGREES 14 MINUTES 39 SECONDS EAST, A DISTANCE OF 37.18 FEET; THENCE NORTH 42 DEGREES 26 MINUTES 48 SECONDS EAST, A DISTANCE OF 264.05 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 38 MINUTES 00 SECONDS, AND A CHORD OF 26.87 FEET BEARING NORTH 56 DEGREES 16 MINUTES 02 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 26.90 FEET; THENCE NORTH 80 DEGREES 08 MINUTES 30 SECONDS WEST, A DISTANCE OF 17.53 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 19 SECONDS EAST, A DISTANCE OF 199.54 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 24 MINUTES 04 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 820.35 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 29.564 ACRES, MORE OR LESS.

ADDITIONAL COVENANTS AND RESTRICTIONS
FOR VILLAS AT BRADFORD SHORES

THIS DECLARATION made this January 29, 2007, by ADAMS ROAD DEVELOPMENT II CORP., an Indiana corporation, (“Declarant”) for additional covenants and restrictions for the Villas at Bradford Shores, which Villas consist of Lots 1 through 26 and Lots 95 through 101 inclusive of Bradford Shores at Knollwood, Section One, the plat for which Section One was recorded on November 2, 2006, as Instrument No. 0647625 in the Office of the Recorder of St. Joseph County, Indiana (the “Villa Lots”), and more particularly described on the attached Exhibit “A”.

Adams Road Development II Corp. (“Developer”) has the authority to impose these restrictions by virtue of being the owner of all of the Villa Lots. Upon recordation, these restrictions shall be effective against all Villa Lots (all the Villa Lots also referred to herein as the “subdivision”).

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. DEFINITIONS. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- (a) “Articles of Incorporation” means the Articles of Incorporation of the Association. The Articles of Incorporation are incorporated herein by reference.
- (b) “Association” means Villas at Bradford Shores Homeowners’ Association, Inc., its successors and assigns, a not-for-profit corporation whose Members shall be the Owners of Villa Lots.
- (c) “Board of Directors” means the governing body of the Association elected by the Members in accordance with the By-Laws of the Association.
- (d) “By-Laws” shall mean the By-Laws of the Association and shall provide for the election of directors and officers and other governing officials of the Association. The By-Laws are incorporated herein by reference.
- (e) “Common Expense” means expenses for administration of the Association, expenses for maintenance of Buildings and landscaping as set forth herein and all other expenses of the Association.

- (f) “Declarant” shall mean and refer to Adams Road Development II Corp., an Indiana corporation, and any successors and assigns of it.
- (g) “Dwelling Unit” means the structure used as a residential living unit located upon a Homesite, including the garage and any appurtenances.
- (h) “Homesite” means any plot of ground designated as a Villa Lot upon a Recorded Plat of the Property and identified by specific lot number in the Introductory Paragraph of this Declaration, as originally adopted or as hereinafter amended, as being a villas lot. When Homesite is used, it shall be deemed to include the lot and the Dwelling Unit, if any, located thereon.
- (i) “Institutional Lender” shall mean and refer to any bank, mortgage banker, insurance company, savings and loan association or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any Homesite.
- (j) “Member” means a member of the Association.
- (k) “Mortgagee” means the holder of a first mortgage lien on a Homesite.
- (l) “Owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Homesite.
- (m) “Plat” means the plat of Bradford Shores at Knollwood which includes the Property and was recorded on November 2, 2006, as Instrument No. 0647625, and also refers to any additional and supplemental plats covering the Property, which plats may be recorded on a later date.
- (n) “Villas at Bradford Shores” is the name by which the Property which is the subject of this Declaration shall be known.

2. DECLARATION. Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. DESCRIPTION OF THE PROPERTY. The Property consists of thirty-three (33) Homesites, being Lots numbered 1 through 26, and 95 through 101, inclusive. The size of the Homesites are designated on the Plat.

4. EASEMENT FOR UTILITIES. An easement is granted to all public utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities in the designated easement areas. Provided, however, that nothing herein shall permit the installation of utilities of any type or nature except as initially designed and approved by Declarant on any portion

of the Property, by the Association or by the Owner of any Homesite after its conveyance to an Owner. The easement granted herein shall in no way affect any other recorded easement on the Property. An easement is also granted to the Association, its officers, agents and employees and to any management companies selected by the Association to enter, cross over and otherwise utilize any portion of a Homesite in the performance of its duties granted by this Declaration, the By-Laws and Articles of Incorporation.

5. ASSOCIATION. In order to perform the functions of maintenance of the landscaping and exterior of Dwelling Units as hereinafter defined, and such other functions as may be delegated and designated for it, the Association has been formed. Each Owner shall become a Member of the Association when a deed to a Homesite is delivered to the Owner and recorded in the records of the Recorder of St. Joseph County, Indiana, conveying title to a Homesite to an Owner, but membership in the Association shall terminate when such person or persons cease to be an Owner and will be transferred by delivery and recording of a deed to the Homesite to the new Owner. The Association shall have one (1) class of Members who shall be all Owners of Homesites. Each person holding an interest in any Homesite shall be a Member; provided, however, that each Homesite represented shall have only one (1) vote. No person or entity other than an Owner may be a Member. Upon recordation of a deed to a Homesite in the Office of the Recorder of St. Joseph County, Indiana, membership in the Association shall for all purposes be deemed to have passed to the grantee in the deed from the grantor without any requirement of endorsement or assignment of any Certificate of Membership. No Member other than Declarant shall have any right to vote on any matter until the first to occur of the following events: (1) the date upon which the written turnover of control of the Association by Declarant is recorded in the records of the Recorder of St. Joseph County, Indiana, (2) The date Declarant no longer owns any Homesites or (3) January 31, 2014. (The first of the above three events to occur being herein referred to as the Turnover Date.)

The initial Board of Directors shall be as designated in the Articles of Incorporation or thereafter appointed by Declarant and such Directors, notwithstanding any provision in this Declaration or the Articles or the By-Laws to the contrary, shall be the Directors until the Turnover Date or any of them are removed by Declarant or the resignation of one or more of them, and in the event of any vacancy or vacancies occurring in the Board of Directors for any reason prior to the Turnover Date, every such vacancy shall be filled by a person appointed by Declarant, which person or persons shall thereafter be deemed a member of the Board of Directors.

Within 30 days after the Turnover Date, the Association shall elect a Board of Directors and shall continue to do so annually in accordance with and as prescribed by the ByLaws, and the Members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the By-Laws. The Board of Directors shall be the governing body of the Association representing all of the Members and being responsible for the functions and duties of the Association, including but not limited to the performance of services as detailed in this Declaration and the payment of all expenses pertaining thereto. Services provided by the Association may be provided through the use of employees of Declarant or other persons or entities selected by the Board of Directors.

6. RIGHT OF BOARD OF DIRECTORS TO ADOPT RULES AND REGULATIONS. The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Property including but not limited to other items as may be necessary from time to time. Such rules as are adopted may be amended and supplemented by the vote of a majority of the Board of Directors which shall cause copies of such rules to be delivered and mailed promptly to all Owners.

7. MANAGEMENT AGREEMENT. The Board of Directors may enter into a Management Agreement with a Manager for the Property, upon exercising appropriate diligence to select the Manager, on terms and conditions reasonable and fair to the Association. The Board of Directors may employ Declarant as the Manager or any other Manager chosen by the Board of Directors.

8. REAL ESTATE TAXES AND UTILITIES. Real estate taxes are separately assessed and taxed to each Homesite. Each Owner shall pay for his own utilities which are separately metered. Any utility charges incurred by the Association shall be paid by the Association and treated as a Common Expense.

9. LANDSCAPING AND PLANTINGS. The Association shall maintain the landscaping, including the lawn, of each Homesite on a scheduled basis as determined by the Association. Owners may plant, install or maintain any flowers, trees, shrubbery or other plant materials on a Homesite only in accordance with the landscaping plan ("Landscaping Plan") approved by the Bradford Shores Villas Architectural Control Committee (such Committee, as later defined, to be the "Villas ACC") or in the area designated as the "Personal Patio Garden" for that Homesite on the Landscaping Plan. The Association shall maintain the irrigation system on each Homesite. All water utilized in the irrigation system for each Homesite shall be provided by the Owner of that Homesite regardless of whether water from such irrigation system partly irrigates an adjacent Homesite or a landscaped island within an adjacent cul-de-sac. Each Owner shall be responsible for maintaining at the Owner's expense all trees located on the Owner's Homesite prior to the construction of the Dwelling Unit thereon, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portions of such trees. Trees planted on an Owner's Homesite after the construction of the Dwelling Unit thereon shall be maintained by the Association, unless the tree is fifteen feet tall, at which point the Homeowner shall be responsible for such maintenance. In the event the Association advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which the Owner is responsible to maintain is necessary, and the Owner fails to maintain or remove such tree or trees after sixty (60) days prior written notice, (except that notice is waived in cases of emergency), the Association may in its discretion have the tree or trees maintained or removed and charge the cost thereof to the Owner as an additional Common Expense.

10. MAINTENANCE OF EXTERIOR OF DWELLING UNITS. An Owner may not paint, decorate or make any change in the appearance or any other portion of the exterior of any

Dwelling Unit which would vary it from the plans which were approved by the Villas ACC for that Dwelling Unit without the prior written approval of the Board of Directors and Villas ACC. Owners may only change sidewalks or driveways, paint color or roof color, or make additions to the Dwelling Unit, or install swimming pools or make any other change after prior written approval by the Board of Directors and Villas ACC.

The Association shall provide maintenance services for portions of the exterior of each Dwelling Unit at such times and in such amounts as the Association determines from time to time is required. Maintenance by the Association to a Dwelling Unit shall be limited to the cleaning of eavestroughs, gutters and window wells, (if any), minor repairs approved by the Association, and the removal of snow from the sidewalks and driveway according to guidelines for snow removal adopted by the Association. The Association is not required to not maintain the well, the water pump, the air conditioning or heating system, the windows, the septic system, or any breaking or cracking of any concrete or asphalt surfaces. Owner shall replace and repair any portion of the exterior of his Dwelling Unit which is damaged or in need of repair or replacement and shall maintain those portions of the Dwelling Unit which the Association is not required to maintain, which maintenance by the Owner shall include, but is not limited to, replacement and major repair of siding, roofs, gutters, plumbing fixtures, septic systems, heating and air conditioning systems, tuckpointing, driveways, sidewalks, exterior lighting fixtures and other mechanical and electrical systems and painting of the exterior surface of Owner's Dwelling Unit which was originally painted when the Dwelling Unit was constructed by using paint and color approved by the Association and with the painting itself being performed in a good quality manner which is satisfactory to the Association, which painting must occur no less frequently than once every six (6) years. The Association may at its option notify any Owner of a repair or replacement or any item of maintenance other than those the Association must provide which is needed on the exterior of the Dwelling Unit or on the Homesite and in the event the Owner does not maintain, repair or replace that item within thirty (30) days after such notice is given by the Association, the Association may maintain, repair or replace that item at its expense and charge the cost thereof to the Owner as an additional Common Expense.

11. OWNER'S OBLIGATION OF INTERIOR MAINTENANCE, REPAIR, INSURANCE AND REPLACEMENT. Each Owner shall promptly furnish, perform and be responsible for at the Owner's expense the repair, maintenance, replacement and decoration of the interior of his Dwelling Unit, and must maintain insurance on the Owner's Dwelling Unit and contents. The Association does not provide or pay for any insurance coverage over a Homesite, Dwelling Unit or contents of the same, such insurance being the Owner's sole responsibility.

12. ASSESSMENTS. Assessments and payment of assessments shall be as follows:

- (a) Annual Accounting. Annually after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished to each Member a financial statement prepared by the accountant or accounting firm then serving the Association, which statement shall

show all receipts and expenses received, incurred and paid during the preceding calendar or fiscal year and all income of the Association during that same year.

- (b) Proposed Annual Budget. Annually, at least ten (10) days before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar or fiscal year estimating the total amount of the Common Expenses for the ensuing year and the amount of each Owner's regular assessment and maintenance assessment for that year, a copy of which shall be provided to each Member at least one week prior to the annual meeting. After the Turnover Date occurs, the annual budget shall be submitted to the Members at the annual meeting of the Association for adoption, and if so adopted, shall be the basis for the Regular Assessments and maintenance assessments (hereinafter defined) for the ensuing and regular fiscal year. At the annual meeting of the Members, the budget shall be approved in whole or in part or may be amended in whole or in part by a majority of the votes cast, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

The annual budget, the Regular Assessment, the Maintenance Assessment and any Special Assessments shall be established using generally accepted accounting principles applied on a consistent basis. The Association may provide for a replacement reserve fund for capital expenditures and other anticipated expenses if the Board of Directors and Members of the Association deem the same is appropriate and necessary. Any delay or failure by the Board of Directors to prepare a proposed annual budget and to provide the same to the Members shall not constitute a waiver or release in any manner of the obligations of each Owner to pay the Common Expenses as herein provided. Declarant may at its option supplement the annual budget with its funds from time to time but shall not be required to do so or to pay at any time more than its portion of the Common Expense based upon the Homesites it owns. Payments to the Association by Declarant in excess of amounts it is required to pay as an Owner shall not obligate Declarant to make any such additional payments. Notwithstanding any provision in this Declaration to the contrary, the Association shall have no authority to impose, and the Declarant or any other Owner of a Homesite shall have no obligation to pay, any Maintenance Assessment with respect to any Homesite owned by the Declarant or such owner on which no Dwelling Unit has been constructed, provided that the Homesite does not receive maintenance for landscaping or other similar improvements.

- (c) Regular Assessments, Maintenance Assessments and Special Assessments. After the Turnover Date occurs, the annual budget as adopted shall be used to establish the amount of the Regular Assessment for each Homesite based on those expenses for the next fiscal year which are for services provided to each Homesite in the Property.

Prior to the Turnover Date occurring, the amount of all Regular, Maintenance

and Special Assessments shall be established by the Board of Directors and shall be payable and enforceable as set forth herein. The Regular Assessment shall be based upon a budget prepared by the Board of Directors and provided to each Owner prior to the date the first installment of that assessment is due to be paid. The annual budget shall contain the proposed Regular Assessment on each Homesite which shall be the same amount for each Homesite whether or not the Homesite has a Dwelling Unit located on it or is otherwise improved.

The annual budget shall also include a listing by Homesite of the Maintenance Assessments for each Homesite on which a Dwelling Unit has been built based upon the estimated expense of maintenance to be provided by the Association during the next year for each Homesite as set forth in this Declaration.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of the Regular and Maintenance Assessments against that Owner's Homesite (which Regular Assessment and Maintenance Assessment and any Special Assessment are herein referred to collectively as the "Assessment"). The Assessment against each Homesite shall be paid by the Owner of that Homesite in advance in equal monthly installments commencing on the first day of January of such calendar year and on the first day of each calendar month thereafter, through and including the following December 1. Payment of the monthly installments of the Assessments shall be made to the Association at the address provided by the Association to each Owner. The Assessment for each year shall become a lien on each Villa Lot as of January 1 of that calendar year. The above dates of assessment and payment may be changed by the Board of Directors through rules and regulations or provisions in By-Laws without amending this Declaration, and either the Regular Assessment or Maintenance Assessment or both of them may be made payable in one or any other number of installments rather than in monthly installments.

- (d) Special Assessments. From time to time Common Expenses or other expenses of the Association of an unusual or extraordinary nature or not otherwise anticipated or included in the Annual Budget may arise or be deemed necessary to incur by the Board of Directors. In such event the Board of Directors is authorized to adopt a resolution to make such expenditures and shall have the full right, power and authority to make a Special Assessment of equal amount upon each Homesite to pay that expense, without a meeting or approval of Owners, which Special Assessment shall become a lien on such Homesite, after approval of such resolution by the Board of Directors at a special or annual meeting called in accordance with the By-Laws.
- (e) Failure of Owner to Pay Assessments. No Owner may become exempt from paying Assessments and Special Assessments or from contributing towards the Common Expenses or any other expense lawfully agreed upon by waiver of the use or enjoyment of, or by abandonment of, the Owner's Homesite. Each Owner shall be

personally liable for the payment of all Assessments and by accepting delivery of a deed to a Homesite agrees to this provision and other provisions of this Declaration. Where the Owner constitutes more than one person liability for Assessments shall be joint and several. Assessments or any installments thereof which are not paid when due shall bear interest on a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest, and file a written Notice of Lien against the Owner's Homesite in the Office of the Recorder of St. Joseph County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection. Any Member who is delinquent in paying any assessment may not vote on any Association matter during the period such payment is delinquent. In any action to foreclose the lien, the Owner and any occupant of the Dwelling Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Homesite and Dwelling Unit and the Association shall be entitled to the appointment of a receiver for the purpose of preserving the Homesite and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied towards payment of the Assessment. In any action to recover any Assessments, the Association may also recover its reasonable attorney's fees, title expenses and costs of collection and interest from the date said Assessments became a lien on the Homesite as set forth in this paragraph until paid in full.

- (f) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws, any sale or transfer of a Homesite to an Institutional Lender pursuant to a foreclosure of its mortgage or conveyance in lieu thereof or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Assessment as to any installments which became due prior to such sale, transfer or conveyance, provided, however, that the extinguishment of such lien does not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Homesite and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof from liability for any installments of Assessments thereafter becoming due or from the lien therefor. Any unpaid Assessments, the lien of which has been divested as aforesaid, and expenses related thereto shall be deemed to be a Common Expense.
- (g) Notice of Unpaid Assessments. The Association shall, upon the request of an Institutional Lender or purchaser who has a contractual right to purchase a Homesite, furnish a statement setting forth the amount of the unpaid Assessments against the

Homesite, which statement shall be binding upon the Association and the Members.

13. EXTERIOR DESIGN AND LANDSCAPING DESIGN. The exterior design of each Dwelling Unit must be prepared by a designer designated by Declarant and the Landscaping Plan for each Homesite must be prepared or approved by a landscape designer designated by Declarant. Each Homesite must have an irrigation system which complies with Declarant's specifications and is installed by a designated contractor. The landscaping, irrigation system, septic system, Dwelling Unit and all other improvements on the Homesite must be constructed by or under the supervision of a contractor who is on a list of contractors approved by Declarant. Declarant may designate certain builders who have the exclusive right to build Dwelling Units in a certain portion of the subdivision and also to designate certain landscapers who also shall have the exclusive right to install landscaping and design the same. Each Owner and his successor in interest and assigns hereby releases Declarant and its successors in interest from any claim, action or cause of action it may have arising from the selection of the builder or design of the Dwelling Unit, landscaping or any other portion of the Homesite.

14. FENCES. Notwithstanding the provisions of any other easements or restrictive covenants applicable to the Villa Lots, no perimeter fencing of any type, including but not limited to hedges and other "growing fences", chain link fences, split rail fences or any other kinds of fences are permitted on a Homesite, except as may be approved in advance in writing by the Villas ACC.

15. LEASES. No lease of any Dwelling Unit may have a duration of longer than one year.

16. ARCHITECTURAL CONTROL COMMITTEE. In order to maintain harmonious structural design, no Dwelling Unit may be erected on any Homesite and no landscaping may be installed, unless and until the plans and specifications for the Dwelling Unit and landscaping have been approved in writing by the Villas ACC. There is hereby created the Bradford Shores Villas Architectural Control Committee ("Villas ACC") which shall consist of three (3) persons appointed by the Declarant or its successors and assigns who shall serve until they are removed by the Declarant or have resigned. The Villas ACC may designate any one of its members to act on its behalf. In the event of any vacancy on the Villas ACC, the Declarant shall appoint a replacement. The Villas ACC shall have the authority to approve all plans and specifications for all Dwelling Units and the Landscaping Plan for each Homesite in the Property. No construction shall be commenced until the Villas ACC shall have issued its written approval. The decision of the Villas ACC shall be entirely within its discretion.

17. ARCHITECTURAL CONTROL. No Building or other structure shall be erected, constructed, placed, maintained, or altered on any Homesite, nor shall the natural topography or drainage of any Homesite be altered, until the construction plans for the structure or for the topographical alterations and the Landscaping Plan have been approved by the Villas ACC. The decisions of the Villas ACC may impose more restrictive requirements on improvements or alterations than apply to the non-Villa Lots of Bradford Shores at Knollwood. However, the decisions of the Villas ACC may not impose less restrictive requirements on improvements or

alterations than apply to the non-Villa Lots. The exterior design and Landscaping Plan must have the prior approval of the designer designated by Declarant before the same may be presented for approval by the Villas ACC and before the Villas ACC may approve the same. 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 and all details regarding landscaping. One set of complete plans must be submitted, which will be retained in the Declarant's office. The Villas ACC's approval or disapproval as required in this Declaration 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 Homesite, and no changes or deviations in or from such plans as approved shall be made without the Villas ACC's prior written consent. Neither the Declarant, the Villas 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 structure erected according to such plans or any drainage, well or septic system problems resulting therefrom. Every person and entity who submits plans to the Villas ACC agrees, by submission of such plans, that the party making the submission will not bring any action or suit against the Villas ACC or the Declarant to recover any damages or to require the Villas ACC or the Declarant to take, or refrain from taking, any action. All rights of copyright in any plans or specifications or design are waived by the submission to the Villas ACC. Neither the submission of any complete sets of plans to the Declarant's office for review by the Villas ACC, nor the approval thereof by that Villas ACC, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Homesite owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. Each Owner agrees that the strict enforcement of this Declaration is necessary to maintain consistent quality in the Property.

18. ADDITIONAL PERMANENT STRUCTURES AND RECREATIONAL EQUIPMENT. No permanent or temporary structure of any type other than a Dwelling Unit may be placed on a Homesite or attached to any surface of a Dwelling Unit or to any tree, bush or other portion of the landscaping on any Homesite without the prior written approval of the Association, which structures shall include, but not be limited to, basketball hoops or backboards. No athletic equipment or other paraphernalia, equipment or similar article of any type or nature may be left on a Homesite for longer than a period of twenty-four (24) hours without the prior written consent of the Association, which equipment and paraphernalia shall include, but not be limited to, trampolines, swings, decorative tires, plastic flamingoes and nets.

19. RECREATIONAL AND COMMERCIAL VEHICLES. Use of snowmobiles on the Property is prohibited and any users thereof will be subject to penalty. No recreational or commercial vehicles of any type or nature, including but not limited to campers, trailers, trucks, boats, all-terrain vehicles or any other recreational or commercial vehicle of any type or nature may be kept in open areas on the Property, whether such open areas are on or off the Homesite of an Owner, including but not limited to the parking of any such vehicles in streets, driveways or other

locations anywhere on the Property, its Common Areas and its streets and roads.

20. AMENDMENT OF COVENANTS. It is expressly provided that the Declarant, its successors, or assigns, shall have the exclusive right until the Turnover Date to amend any or all of the restrictions or covenants herein contained. Such amendment shall be evidenced by the recording of a written amendment signed by Declarant and duly acknowledged before a Notary Public and recorded in the Office of the Recorder of St. Joseph County, Indiana, 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 the Turnover Date this Declaration may be amended at any time by the recording of such amendment executed by the Owners of not less than seventy-five percent (75%) of the Homesites in the Property.

21. 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 January 31, 2032, 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 seventy-five percent (75%) of the Homesites covered by these covenants or restrictions, it is agreed to change such covenants or restrictions in whole or in part.

22. 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.

23. 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 Homesite in the Property and in the Association, 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 Homesites hereinbefore described, the Association, its successors and assigns, or the Declarant, 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 Association, or the Declarant should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including but not limited to reasonable attorneys' fees, expense of removing or altering any Homesite which violates this Declaration and any other related expense shall be paid by the Owner of such Homesite against whom such enforcement action is brought, and any such expense shall become a Special Assessment against that Homesite and be enforceable in the same manner as is provided in this Declaration for other assessments.

24. NOTICE. Any notice required to be sent to any Member, Owner or the Declarant under the provisions of this Declaration, the Articles of Incorporation or the By-Laws shall be

deemed to have been properly sent and given when mailed by United States Mail, postage prepaid, by certified mail, return receipt requested, postage prepaid, to Declarant at: 51013 Gumwood Road, Granger, Indiana 46530, or the address of Declarant's Resident Agent, and to any Owner at the address of the Homesite.

25. PROTECTION PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL LENDERS. Anything to the contrary in this Declaration or the Articles of Incorporation, By-Laws or Rules and Regulations of the Association notwithstanding, the following shall apply with respect to each Institutional Lender who holds a first mortgage on any Lot.

- (a) The prior written approval of each such Institutional Lender is required for the following events:
 - (i) Any amendment to the Declaration or to the Articles of Incorporation or By-Laws of the Association, which materially and adversely affects the priority of its lien; and
 - (ii) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Subdivision.
- (b) No portion of any Homesite in the Property may be partitioned, subdivided or dedicated without the prior written approval of each such Institutional Lender.
- (c) Any lien the Association may have on any Homesite for the payment of any Assessments attributable to such Homesite shall be subordinate to any lien for past due and unpaid taxes and the lien or equivalent security interest of any first mortgage on any Homesite recorded prior to the date any such Assessment became due.
- (d) Any such Institutional Lender shall upon request, be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of default in the payment of any installment of Assessments on a Homesite subject to its mortgage.
- (e) Any Institutional Lender who obtains title to any Homesite as a result of foreclosure of a first mortgage on any Homesite recorded prior to the date any assessment became due, or by deed or assignment in lieu of foreclosure, or any purchaser in such a foreclosure sale (pursuant to such mortgage), or their respective successors and assigns, is not liable for the share of Assessments or other assessments by the Association pertaining to such Homesite or chargeable to the former Owner which became due prior to such acquisition of title. Such unpaid share of Assessments shall

be deemed to be collectible from all of the remaining Owners including such acquirer, his successors and assigns.

- (f) In the event of substantial damage to or destruction of any Dwelling Unit or any part of the Common Area, any Institutional Lender holding a first mortgage on an affected Homesite shall be entitled to timely written notice from the Owner of any such damage or destruction. No Owner or other party shall have priority over such Institutional Lender with respect to the distribution of any insurance proceeds allocable to such Homesite.
- (g) If any Dwelling Unit or portion thereof, or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a first mortgage on a Homesite so affected is entitled to timely written notice from the Association of any such proceeding or proposed acquisition and no Owner or other party shall have priority over such Institutional Lender with respect to the distribution allocable to such Homesite of the proceeds of any award or settlement.
- (h) Any management agreement for the Subdivision will be terminable by the Association with or without cause upon ninety (90) days prior written notice thereof, and the term of any such agreement shall not exceed three (3) years.
- (i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of any Assessment with respect to any Homesite, either regular or special, any Institutional Lender holding a mortgage which encumbers such Homesite shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

26. USES OF LAKE ERIN AND LAKE ABINGTON.

(a) Permitted Uses. Notwithstanding any provisions contained in those certain covenants for the Lake Lots in Bradford Shores which may be implemented by the Developer, the only permitted recreational use for these lakes shall be fishing, subject to such rules and regulations, including the hours for such permitted uses, as shall be established by the Developer until such time as the Developer assigns such responsibility to the Bradford Shores Villas Homeowners Association, Inc., and thereafter by that Association. Except as provided in this subparagraph, no other personal use of the lake by a Lot Owner, and his or her family and invitees, is permitted.

(b) Prohibited Uses. All uses not specifically permitted in Subparagraph (b) above are prohibited, including but not limited to the following: swimming, ice fishing, ice boating; snowmobiling; as a location for rafts or floats, whether anchored or free-floating; as a water heat

pump discharge area; as a water source for lawn irrigation systems; as a cooling or heating source for a heat pump with a closed loop system; and boating in any boat powered by an inboard or outboard combustion engine.

“Developer”
Adams Road Development II Corp.

By: _____
David H. Eckrich, President

ATTEST:

Brian J. Eckrich, Vice President

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

Before me, the undersigned, a Notary Public in and for said County and State, this – January 29, 2007, personally appeared Adams Road Development II Corp., by David H. Eckrich, its President, and Brian J. Eckrich, its Vice President, 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 a resident of St. Joseph County, Indiana
My commission expires: _____

This instrument was prepared by Douglas D. Anderson, Attorney at Law.

EXHIBIT "A" OF
DECLARATION OF COVENANTS AND RESTRICTIONS
OF VILLAS AT BRADFORD SHORES
LEGAL DESCRIPTION FOR VILLA LOTS

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 18, WHICH CORNER BEING MARKED BY A HARRISON MONUMENT, ALSO BEING STATE PLANE COORDINATE STATION NUMBER 686, RECORD AS MAINTAINED IN THE OFFICE OF COUNTY SURVEYOR OF SAID COUNTY; THENCE SOUTH 0 DEGREES 18 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1323.37 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 1219.11 FEET; THENCE NORTH 25 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 272.94 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 27.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 37 MINUTES 34 SECONDS, AND A CHORD OF 5.82 FEET BEARING SOUTH 53 DEGREES 22 MINUTES 19 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 5.82 FEET; THENCE NORTH 33 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 288.32 FEET; THENCE NORTH 13 DEGREES 44 MINUTES 43 SECONDS WEST, A DISTANCE OF 459.04 FEET; THENCE NORTH 74 DEGREES 14 MINUTES 39 SECONDS EAST, A DISTANCE OF 37.18 FEET; THENCE NORTH 42 DEGREES 26 MINUTES 48 SECONDS EAST, A DISTANCE OF 264.05 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 38 MINUTES 00 SECONDS, AND A CHORD OF 26.87 FEET BEARING NORTH 56 DEGREES 16 MINUTES 02 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 26.90 FEET; THENCE NORTH 80 DEGREES 08 MINUTES 30 SECONDS WEST, A DISTANCE OF 17.53 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 19 SECONDS EAST, A DISTANCE OF 199.54 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 24 MINUTES 04 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 820.35 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 29.564 ACRES, MORE OR LESS.

ADDITIONAL PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS AND EASEMENTS
FOR THE LAKE LOTS IN

BRADFORD SHORES at Knollwood, Section One being Lots 2 through 16, 102 through 108, and 120 through 123, all inclusive, of Bradford Shores, Section One, the plat for which Section One was recorded on November 2, 2006, as Instrument No. 0647625, in the office of the Recorder of St. Joseph County (“Section One Lake Lots”).

In

St. Joseph County, Indiana

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

Adams Road Development II Corp. (“Developer”) has the authority to impose these restrictions by virtue of being the owner of all of the Lake Lots in Section One [“Lot(s)”]. Upon recordation, these restrictions shall be effective against all Lake Lots in Section One (the “subdivision”).

Consequently, all the Lake Lots in Section One (hereinafter sometimes referred to as “this subdivision”), and the lake or lakes and shoreline areas thereon, 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 lake lot in said Section 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 lake lots in said Section; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any lake lots included in said Section, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any lake lot included in said Section 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 the lake lots in said Section, and the lake or lakes and shoreline areas thereon, which are additional to the protective Restrictions, Covenants, Limitations and Easements applicable to all lots in this subdivision, are as follows:

1. DEFINITIONS:

(a) Lake Lot - any lot platted for use as a single family residence lot which contains thereon any portion of any lake in this subdivision, or which abuts any “lake easement area” as defined on the plat of the subdivision.

(b) Lake - any body of water designated on any plat of this subdivision as being a lake.

(c) Shoreline Area - that portion of a lake lot consisting of the land lying between the then current water line and the line marking the drainage/retention easement area adjacent to such lake lot (the "Easement Line").

2. BRADFORD SHORES LAKES ARCHITECTURAL CONTROL COMMITTEE. In order to maintain harmonious structural design, no pier, dock, sea wall, fountain, waterfall or any other type of water feature may be erected on any shoreline area and/or extended into any lake, unless and until the plans and specifications therefore have been approved in writing by the Bradford Shores Lakes Architectural Control Committee, except that the waterfall existing at the south end of Lake Erin shall not require approval unless a change in the structure or operation of that waterfall is proposed. There is hereby created the Bradford Shores Lakes Architectural Control Committee ("Lakes ACC") which shall consist of three (3) persons appointed by the Adams Road Development II Corp., hereinafter referred to as the "Developer", or its successors and assigns, who shall serve until they are removed or have resigned. Notwithstanding anything in this instrument to the contrary, the Bradford Shores Lakes Homeowners Association ("Lakes Association") shall not be deemed to be the successor or assign of the Developer for purposes of appointing persons to, or removing persons from, the Lakes ACC until the Developer has recorded a written instrument assigning such authority to said Association, or until all of the lots in this subdivision have been sold and have had residences constructed thereon, whichever shall first occur (such occurrence to be a "Turnover Event"). This Lakes ACC may designate in writing any one of its members, or certain members of the board of directors of the Lakes Association to act on its behalf. Prior to the Turnover Date, the Developer may remove any member of the Lakes ACC for any reason. In the event of any vacancy on the Lakes ACC prior to the Turnover Date, the Developer shall appoint a replacement. After the Turnover Date, the governing body of the Lakes Association shall have the authority to remove any member of the Lakes ACC and also the authority appoint a replacement in the case of vacancy.

The Lakes ACC shall have the authority to approve all plans and specifications for all piers, docks, sea walls, fountains, waterfalls or any other types of water features to be erected on any shoreline area and/or extended into any lake in the subdivision. No construction of any pier, dock, sea wall, fountain, waterfall or any other type of water feature shall be commenced until the Lakes ACC shall have issued its written approval. The decision of the Lakes ACC shall be entirely within its discretion. The authority of the Lakes ACC shall continue in effect for as long as these covenants and restrictions are in force.

3. PERMITTED STRUCTURES ON SHORELINE AREAS: PIERS, DOCKS AND SEA WALLS. No gazebo, boathouse, boat shelter or other structure shall be erected, altered, placed or permitted to remain on any shoreline area and/or be extended into any lake other than a pier or dock not to exceed 8 feet in length and 8 feet in width or a sea wall, fountain, waterfall or any other type of water feature if the same is approved in writing by no less than seventy-five percent (75%) of the owners of the Lake Lots for the Lake on which the particular sea wall, foundation, fountain, waterfall or other type of water feature is to be installed. Exceptions may be made as to the dimensions of such piers or docks only if they are unanimously approved in writing by the Lakes ACC. The construction of any duly approved pier, dock, sea wall, fountain, waterfall or any other type of water feature must be completed within a period of thirty (30) days from the date its construction began, or it must be completely removed thereafter. Notwithstanding the foregoing, no structures shall be permitted on Lake

Erin or Lake Abington other than one fountain in each of those lakes, and the waterfall installed on Lake Erin. Additionally, the uses of Lake Erin and Lake Abington shall be restricted as set forth in the Additional Covenants and Restrictions for Villas at Bradford Shores.

4. ARCHITECTURAL CONTROL. No pier, dock, sea wall, fountain, waterfall or any other type of water feature shall be erected, constructed, placed, maintained, or altered on any shoreline area and/or extended into any lake, nor shall the natural topography or drainage of any shoreline area be altered, until the construction plans for the pier, dock, sea wall, fountain, waterfall or any other type of water feature or for the topographical alterations have been approved by the Lakes ACC or the appropriate Lake Lot Owners, as may be applicable. The plans must show quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to shoreline area lot lines, topography and finish grade elevations. One (1) set of complete plans must be submitted and such set will be retained in the Developer's Office. The Lakes ACC's approval or disapproval as required in these covenants shall be in writing. No pier, dock, sea wall, fountain, waterfall or any other type of water feature which does not comply fully with such approved plans, and no other structure of any kind whatsoever, shall be erected, constructed, placed or maintained upon any shoreline area and/or extended into any lake, and no changes or deviations in or from such plans as approved shall be made without the Lakes ACC's prior written consent. Whenever the Lakes ACC shall approve plans and specifications for a pier, dock, sea wall, fountain, waterfall or any other type of water feature to be constructed, such approval shall constitute a mere revocable license from the Developer, or its successor in title to such lake, for the construction, placement and maintenance of such pier, dock, sea wall, fountain, waterfall or any other type of water feature. Neither the Developer, the Lakes ACC, nor any member or designee 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 pier, dock, sea wall, fountain, waterfall or any other type of water feature erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Lakes ACC agrees, by submission of such plans, that he or it will not bring any action or suit against the Lakes ACC or the Developer to recover any damages or to require the Lakes ACC or the Developer to take, or refrain from taking, any action. Neither the submission of any complete set of plans to the Developer's Office for review by the Lakes ACC, nor the approval thereof by that Lakes ACC, shall be deemed to guarantee or require the actual construction of the pier, dock, sea wall, fountain, waterfall or any other type of water feature therein described, and no adjacent lake lot owner may claim any reliance upon the submission and/or approval of any such plans or the piers, docks, sea walls, fountains, waterfalls or any other types of water features described therein.

5. EASEMENTS.

(a) Flowage Easement. Each lake lot in this subdivision shall be subject to a flowage easement over and across such lake lot.

(b) Reservation of Easement in Developer for Operation of Lakes. The Developer reserves to itself, and its successors and assigns, such an easement upon, over, across and through each of the lake lots as is necessary in connection with managing, operating,

maintaining and improving any lake, including dredging such lake, until such time as the Developer conveys said easement to the Lakes Association, whereupon said easement shall be reserved to the Association and its successors and assigns.

(c) Reservation of Easement in Developer for Installation and Operation of Wells and Pump Houses. The Developer reserves to itself, and its successors and assigns, such an easement upon, over, across and through each of the lake lots as is necessary in connection with installing, managing, operating, maintaining and improving any well or pump house which is used to establish or maintain the level of any lake, until such time as the Developer conveys said easement to the Lakes Association, whereupon said easement shall be reserved to the Association and its successors and assigns. In addition, the Developer reserves for itself, and its successors and assigns, an easement upon, over, across and through each of the lake lots as is necessary in connection with the operation, maintenance or improvement of the waterfall and related equipment located on Lots 11, 12, 13 and 14.

(d) Reservation of Easement to Lake Lot Owners for Use of Lakes. The Developer reserves to each owner of a lake lot in this subdivision a perpetual non-exclusive easement upon, over and across that portion of each lake lot in this subdivision which is covered by a portion of the same lake which covers a portion of such lake lot owner's lake lot, so that such lake lot owner, members of his family residing in his household and his invitees shall have the right to use such lake, subject to such rules and regulations as are established pursuant to the provisions of Paragraph 11 (b) hereof.

6. PROTECTIVE SCREENING. No screen planting over thirty-six (36) inches high shall be permitted within forty (40) feet of the Easement Line of any lake on any lake lot. No screen plantings whatsoever shall be permitted within thirty (30) feet of the Easement Line of any lake on any lake lot.

7. FENCES. No fence whatsoever shall be permitted within thirty (30) feet of any point on the Easement Line.

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

9. DETACHED BUILDINGS. As concerns the construction and placement of any detached storage or pet shelter structures or boathouses to be used for the storage of boats, lawn tools, toys, swimming pool apparatus or any other personal property or for the shelter of pets as permitted by the Protective Restrictions, Covenants, Limitations and Easements applicable to all lots in this subdivision. Any detached building shall be located as close to the residential structure on the lot, and as far from the Easement Line, as is practicable, as determined by the Lakes ACC in its discretion.

10. SHORELINE AREAS.

(a) Exclusive use. The shoreline area of any lake lot shall be used exclusively by the owner of such lake lot, the members of his family residing in his household and his

invitees. No other persons are authorized to utilize such shoreline area, except as provided in Paragraphs 5(b), 5(c) and 16 hereof.

(b) Maintenance. The owner of a lake lot shall be responsible for the maintenance of its shoreline area, including but not limited to any pier, dock, sea wall, fountain, waterfall or any other type of water feature permitted to be erected thereon, and shall keep the same in a neat, clean and orderly condition at his sole cost and expense. Notwithstanding the foregoing, the Association may impose certain rules and restrictions for all Lake Lot owners over the Shoreline Area in order to fulfill its responsibilities to maintain the Lakes as provided in Paragraph 11(d) or to provide continuity along the Shoreline Area.

(c) Landscaping. The owner of a lake lot shall be responsible for landscaping its shoreline area with rock, stone, pea gravel and sand only, unless otherwise approved by the Lakes ACC, at his sole cost and expense. Since the shoreline area must remain porous for the percolation of collected storm water within the lake/retention area, the shoreline area shall not be covered by sod, nonporous weed barriers or any type of percolation-limiting layer such as topsoil, clay or masonry. Such landscaping shall be completed within 120 days after the residence on such lake lot is completed, or the residence is occupied as a home, whichever is earlier.

11. LAKES - USES.

(a) Exclusive Use. Any lake shall be used exclusively and in common by the owners of the lake lots on which any portion of such lake is located, and by members of their families residing in their households and invitees. No other person, including any owner of any non-lake lot in this subdivision, shall have any right to use any lake, except as provided in Paragraphs 5(b), 5(c) and 16 hereof.

(b) Permitted Uses. The permitted uses for which a lake may be used by the persons entitled to use such lake are the following, subject to such rules and regulations, including the hours for such permitted uses, as shall be established by the Developer until such time as the Developer assigns such responsibility to the Lakes Association, and thereafter by that Association: swimming; boating in sail boats of less than 15 feet in length, windsurfing boards, canoes, kayaks, rowboats, paddle boats, boats propelled by electric motors capable of a maximum speed of five (5) miles per hour but not by inboard or outboard combustion motors, provided that all such boats are owned by an owner of a lake lot and are registered in accordance with the aforesaid rules; fishing; ice skating; and ice fishing, but no ice fishing shanties or other structures shall be allowed on the surface of the ice at any time.

(c) Prohibited Uses. All uses not specifically permitted in Subparagraph (b) above are prohibited, including but not limited to the following: ice boating; snowmobiling; as a location for rafts or floats, whether anchored or free-floating; as a water heat pump discharge area; as a water source for lawn irrigation systems; as a cooling or heating source for a heat pump with a closed loop system; and boating in any boat powered by an inboard or outboard combustion engine.

(d) Maintenance. Any lake shall be kept free of debris and maintained in a reasonably clean condition by the Developer until such time as the Developer assigns such responsibility to the Lakes Association, and thereafter by that Association.

(e) Scope of Maintenance. Maintenance of any lake may include providing such aeration and chemical treatments as are necessary to retard weed and algae growth, maintaining the water level and quality within acceptable variances, and stocking the lake with fish to the extent determined by the Developer in its sole discretion until such time as the Developer assigns such responsibility to the Lakes Association, and thereafter by that Association.

12. LAKES - TAXES AND INSURANCE. Each lake lot in this subdivision contains a portion of a lake thereon. The responsibilities of the Lakes Association with respect to each such lake and the owner of each lake lot shall be as follows:

(a) To reimburse the owner of a lake lot for all or a portion of the real estate taxes attributable to the lake portion of such lot within thirty (30) days after the owner presents the Association with satisfactory proof of the owner's payment of such taxes, but only if the Association determines that there is a large disparity in the assessment of real estate taxes on the lake portions of such lake lots to the detriment of such owner; and

(b) To maintain with respect to all lakes in this subdivision a comprehensive public liability insurance policy having a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and a limit of liability of not less than Two Million Dollars (\$2,000,000.00) in the aggregate, which policy shall state that the Lakes Association is the sole insured thereunder.

13. NO DUMPING OR BURNING. No shoreline area shall be used or maintained as a dumping ground or incinerator area for leaves, grass clippings, trash or other rubbish, nor shall leaves, grass clippings, trash or other rubbish be dumped into any lake.

14. LIGHTING. A dusk to dawn light (or gas light) of the type approved by the Lakes ACC shall be installed by the builder or lot owner on each lake lot to the rear of the rear building setback line, which light shall be in addition to the yard light required in the front yard. If electric, post lights shall be equipped with automatic operators (electric eyes) to provide light from sundown to dawn.

15. HOMEOWNERS ASSOCIATION. The "Bradford Shores Lakes Homeowners Association, Inc.", hereinafter sometimes 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 lake lots in this subdivision.

Each owner of a lake lot in this subdivision shall be a member of the Association and shall be entitled to cast one (1) vote at all meetings for each lake lot that is owned. The purpose of the Association is to manage, operate, maintain, improve and support financially all lakes in the subdivision 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 related purposes as the membership deems necessary, including that of providing a means for the

promulgation and enforcement of all rules and regulations necessary to the governing of the use and enjoyment of the lakes and shoreline areas in the subdivision and any common areas and/or facilities as may be conveyed to the Association. 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 operation, maintenance and improvement of all lakes in this subdivision and for the purchase, operation and maintenance of any and all machinery, equipment, services and common areas necessary to carry out such purposes. Those assessments shall be levied equally on each lake lot in all Additions to and Sections of the recorded Plat of this subdivision. 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 lake lot during the month of January of each year and shall be due and payable within thirty (30) days.

All lake lots in this subdivision shall, from and after the recording of these restrictions, be subject to said annual dues and assessments. The total of the annual dues and assessments shall not be more than Three Hundred Fifty Dollars (\$350.00) per year per lake lot owned (the "Maximum Annual Assessment"), except as hereinafter adjusted. After the Maximum Annual Assessment is fixed at Three Hundred Fifty Dollars (\$350.00) for a particular year, it may thereafter be increased annually by the greater of (i) three percent (3%) or (ii) the percentage that the CPI has increased upon the comparison of the Index of 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.

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 lake 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 lake 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 if any lake lot owner shall fail to properly maintain the shoreline area of his lake lot to the satisfaction of the Association, then the Association shall have the right to provide such

maintenance and to include the cost thereof as an assessment against the lake lot with respect to which said labor and material are furnished to its shoreline area, and said assessment shall be a lien upon the lake lot as provided in this Paragraph. The Association may also own any land for use by all or less than all of the lake 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.

The Association may be formed for, and engage in, such other activities as may be beneficial to the lake 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. 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 lake lot shall not exceed Three Hundred Twenty-Five Dollars (\$325.00) per lake 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.

16. DELEGATION OF USE. The owner of any lake lot may delegate, in accordance with such rules and regulations as shall be established, his right of enjoyment of the lake which is located on any portion of his lot to the members of his family residing in his household, his invitees if accompanied by such owner, and his tenants or contract purchasers who reside in the residence on that lake lot.

17. COMPLIANCE WITH RULES AND REGULATIONS. All persons entitled to use and enjoy the lakes and shoreline areas shall observe and comply with such rules and regulations governing the operation, use and enjoyment of the lakes as the Developer, its successors and assigns, shall promulgate and issue.

18. NO PUNCTURING OF LAKE SEAL. Any lake lot owner permitting any construction, excavation or dredging which punctures or otherwise disturbs any lake’s seal shall be responsible for all costs of repair, which costs shall be collectible by the Developer until such time as the Developer assigns the responsibility for the maintenance of such lake to the Lakes Association, and thereafter by that Association, and said costs shall constitute a lien against said owner’s lake lot, in the same manner as an unpaid annual assessment.

19. AMENDMENT OF COVENANTS. It is expressly provided that the Developer, its successors, or assigns, shall have the exclusive right for a period of ten (10) years from the date of recording of this instrument to amend any or all of the restrictions or covenants herein contained; except that the Developer, its successors or assigns, shall not, during such ten-year period, increase the Three Hundred Fifty Dollar (\$350.00) limitation on the total dues and assessments which may be levied annually by the Association against any lake lot, subject to the annual increase of the Maximum Annual Assessment permitted by the provisions of Paragraph 15. Such amendment shall be evidenced by the recording of a written instrument 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 lake lot. After ten (10) years from the date of recording of this

instrument, these Restrictions and Limitations, including that provision of Paragraph 15 which places a Three Hundred Twenty-Five Dollar (\$350.00) maximum on the total dues and assessments which may be levied annually by the Association against any lake lot, subject to the annual increase of the Maximum Annual Assessment permitted by the provisions of Paragraph 15, 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 lake lots in the subdivision. Notwithstanding anything in this instrument to the contrary, the Lakes Association shall not be deemed to be the successor or assign of the Developer for purposes of amending any or all of the restrictions or covenants herein contained within ten (10) years from the date of recording of this instrument until the Developer has recorded a written instrument assigning such authority to said Association, or until all of the lots in this subdivision have been sold and have had residences constructed thereon, whichever shall first occur.

20. 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 January 31, 2032, 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 lake lots covered by these covenants and restrictions, it is agreed to change such covenants and restrictions in whole or in part.

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

22. 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 lake lot in this subdivision, the Developer and the Lakes Association, 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 lake lots hereinbefore described, the Bradford Shores Lakes 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 Lakes Association, 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 lake lot or lake lots against whom such enforcement action is brought, and the Lakes Association, or the Developer, as the case may be, shall have a lien upon such lake lot or lake lots to secure such lake lot owner's payment of all such costs, which lien may be enforced in the same manner as is provided in Paragraph 15 of these Restrictions.

23. EXPANSION OF SUBDIVISION. The Developer shall have the right to expand the number of Lots or the scope of the property covered by these Covenants and designated either legally or commercially as "Bradford Shores" to include other property in the vicinity of the property described on Exhibit "A".

24. EFFECTIVE DATE. These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of the Plats of Bradford Shores, Section One, and shall become effective upon their recording in the Office of the Recorder of St. Joseph County, Indiana.

IN WITNESS WHEREOF:

The Developer has executed this instrument to impose the Additional Protective Restrictions, Covenants, Limitations and Easements set forth herein on all of the lake lots in Bradford Shores at Knollwood, Section One.

“Developer”
Adams Road Development II Corp.

By: _____
David H. Eckrich, President

ATTEST:

Brian J. Eckrich, Secretary

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

Before me, the undersigned, a Notary Public in and for said County and State, this January 29, 2007, personally appeared Adams Road Development II Corp., by David H. Eckrich, its President, and Brian J. Eckrich, its Secretary, and acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed and that they were authorized by it so to do.

WITNESS my hand and Notarial Seal.

_____, Notary Public and
resident of _____ County, Indiana
My Commission Expires: _____

This instrument was prepared by Douglas D. Anderson, Barnes & Thornburg, 600 1st Source Bank Center, 100 N. Michigan, South Bend, Indiana 46601

EXHIBIT A

LEGAL DESCRIPTION

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 18, WHICH CORNER BEING MARKED BY A HARRISON MONUMENT, ALSO BEING STATE PLANE COORDINATE STATION NUMBER 686, RECORD AS MAINTAINED IN THE OFFICE OF COUNTY SURVEYOR OF SAID COUNTY; THENCE SOUTH 0 DEGREES 18 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1323.37 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 1219.11 FEET; THENCE NORTH 25 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 272.94 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 27.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 37 MINUTES 34 SECONDS, AND A CHORD OF 5.82 FEET BEARING SOUTH 53 DEGREES 22 MINUTES 19 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 5.82 FEET; THENCE NORTH 33 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 288.32 FEET; THENCE NORTH 13 DEGREES 44 MINUTES 43 SECONDS WEST, A DISTANCE OF 459.04 FEET; THENCE NORTH 74 DEGREES 14 MINUTES 39 SECONDS EAST, A DISTANCE OF 37.18 FEET; THENCE NORTH 42 DEGREES 26 MINUTES 48 SECONDS EAST, A DISTANCE OF 264.05 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 38 MINUTES 00 SECONDS, AND A CHORD OF 26.87 FEET BEARING NORTH 56 DEGREES 16 MINUTES 02 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 26.90 FEET; THENCE NORTH 80 DEGREES 08 MINUTES 30 SECONDS WEST, A DISTANCE OF 17.53 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 19 SECONDS EAST, A DISTANCE OF 199.54 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 24 MINUTES 04 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 820.35 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 29.564 ACRES, MORE OR LESS.