KINGSWOOD SUBDIVISION SECTION 1

SECONDARY PLAT

DRAINAGE, DETENTION, UTILITY, SEWER. WALL AND LANDSCAPE EASEMENTS.

Section 6.1. Drainage easements (DE) are created to provide paths and courses for area and local storm drainage, either paths and courses for area and local storm drainage either overland or in underground conduit, to sure the needs of the overland or in underground conduit, to sure the needs of the outside a state of the construction of any improvement, and shall the construction or reconstruction of any improvement. Said areas any grading restrict, in any manner, the workerlow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Developer. Said assentents are for the mutual use and benefit of the owners of all lots in Kingswood.

Section 6.2. Detention Easements are created primarily along the rear yards of most lots to control storm water run off either overland or in underground conduit to serve the needs of the overland or in underground and/or public drainage systems, subdivision and adjoining ground and/or public drainage systems. It shall be the individual responsibility of each land owner commitment of the state of the server of the state of the sta

Should any homeowner restrict or after the flow of water through a detention easement, they shall be motified by registered mail by the Developer or via first the property of said the property of the violation. The homeowners had be given 10 days to correct the matter and their the Homeowners passociation shall have the problem or violation to enter upon the property and correct the problem or violation.

m time to time the detention easements may require rading, rework or reconstruction to maintain the proper water ading, rework or reconstruction to maintain the proper water (a by acceptance of a deed, the owner, hereby grants to the cloper and the Homeowners Association the right of onable ingress and egress to enter upon the property to onable ingress and egress to enter upon the property to struct or reconstruct to any extent necessary to obtain struct or reconstruct to any extent necessary to obtain justed drainage. Aesthetic repairs shall be limited to final ling and seeding of the affected areas.

Should the above repairs or reconstruction be a result of the Lot owner's violation of these covenants the the try edge costs of homeowners. Association may seek the section 8.1 as well including costs of enforcement as described in Section 8.1. The annual as release from liability as described in location 5.1. The annual 4 thoneowners. Association reconstruction of the main \$4 offsite allowance for the tepic creek, various storm drains in Kingswood around drain entition areas in order to maintain proper water flow that is not caused by any individual Lot owners actions or fack of tessionable care or maintenance.

nder no circumstance shall any obligation for the maintenance any drainage detention facility be imposed upon, or implied as obligation of any governmental agency, unless such obligation specifically and expressly assumed or accepted by any such

Section 6.3. Landscape and wall maintenance easement (L.S. and W.M.E.). Easements for the installation and maintenance of and W.M.E.). Easements for the installation and maintenance of the brick entry wall, signage, fenting, and landscaping figure wood created in widths of 35 along, the west about both sides of the Gray Road engagement of the section of the created in widths of 35 along, the west about both sides of the Gray Road engagement of the created in widths of the created and kingswood. The Developer and the section of the created in the section of the created walls, the section of the created with the spray and otherwise maintain the landscaping installed by the spray and otherwise maintain the landscaping installed by the spray and otherwise maintain the landscaping installed by the part of the created with the section of the created without the created with the section of the created without the created with the created with the created with the created with the section of the section of the created with the created

Section 1.3. "Board of Directors." After the end of the Davelopment Period, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall mange the affairs of the By-Laws. The Board of Directors shall mange the affairs of the Association and until the end of the Davelopment Period shall consist of three (3) persons designated by Declarant.

Section 7.4. "Professional Management." No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years.

Section 8.1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefor, from Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(1) Regular Assessments (for maintenance, repairs, and ordinary operating expenses):

(2) Special Assessments for

(a) capital improvements and operating deficits, as provided for herein; and

(b) for special maintenance or repairs as provided for herein; and

(3) any insurance as provided for herein.

Such assessments shall be established shall commence upon guch dates and shall be collected as hereosts and reasonable such assessments, together with interests and reasonable attorneys' fees, shall be a chosen and continuing lies upon the chosen assessment is made assessment is made assessment to gether with assessment is made assessment. Past due assessments shall be a chosen and continuing lies upon the Country. Past due assessments shall also be the interest, costable action of the Owner. Past due assessments shall up to the owner of the owner of the owner own the the owner.

Section 8.2. "Purpose of Regular Annual Assessments." The Regular Annual Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors and wallers association, for the promotion of the health. Directors and wallers of the residents in the Property for the salety and values, maintenance, and repair of the landscape and wall improves and deinage/detention easements for the performance eastment and deinage/detention easements for the performance of the only as specifically provided herein. A portion of the Regular Annual Assessments shall be set aside or otherwise ligibility in a reserve fund for the purpose of providing repair and allocated in a reserve fund for the purpose of providing repair and eastment of the landscape, wall, and drainage/detention eastments and other capital improvements which the Association is required to maintain.

Section 8.3. "Maximum Regular Annual Assessments."

P Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum conveyand Assessment on any Lot conveyed by Declarant shall be Sixty Dollars (\$60.00).

From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year by not more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership.

P

From and after January 1 of such year, the maximum Regular Annual Assessment may not be increased each calendar year by more than 10% above the maximum Regular Annual Assessment for the previous year, except with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the Regular Annual Assessment, without any vote of the maximum, membership, at any amount not in excess of the maximum.

Section 8.4. "Special Assessments for Capital Improvements and Operating Deficits in addition to the Regular Annual Operating Deficits in addition to the Regular Annual Assessments authorized above, the Association may levy a Assessments authorized buyers of defraying, in whole or in Spacial Assessment for the purpose of defraying, in whole or in Spacial Assessment for the purpose of defraying, in whole or an appart of the Capital Association, the cost of any construction, reconstruction, regular to the cover any operating deficits which required to a maintain or to recover any operating deficits which required to Association, may I from time to time incur, provided that any the Association may I from time to time incur, provided which the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association may I from time to time incur, provided that any the Association are the Association and the A

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.9. "Subordination of the Lien to Mortgages: Sale or Transfer, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer on the pursuant to the foreclosure of any first mortgage, on such Lot (without the necessity of joining the mortgage, on such Lot (without the necessity of joining the saso fails the the shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale becoming due prior to the date of such sale or from liability for foreclosure or otherwise) shall relieve such Lot from liability for foreclosure or otherwise) shall relieve such Lot from liability for any assessments therefare becoming due or from the lien are such assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due of any Lot shall not affect the lien of assessments becoming due to the date of such sale or transfer except to the assessments becoming due and the lien and the lien for prior that a purchaser may be protected against the lien for prior that a purchaser may be protected against the lien for prior that a purchaser may be protected against the lien for prior to the date of such sale of the date of the date of the lien for prior that a purchaser may be protected against the lien for prior that a purchaser may be protected against the lien for prior to the date of the date of

ARTICLE IX

INSURANCE

Section 9.1. "Liability Insurance." The Association shall purchase a most recomprehensive public liability insurance policy purchase a most or amounts as the Board of Directors shall deem a such amount for mine to time. Such comprehensive public liability insurance policy shall cover the Association, all persons acting or who may come to act as agents or employees, of any of the foregoing with respect to the Association, all Owners and all other person entitled to occupy a lot.

Association 9.2. "Miscellaneous Insurance Provisions." The Association shall also obtain any other limited to who was to be maintained, including but not limited to who Band to be maintained, including but not limited to who Band of Directors shall from time to time deem all assurpointed for an appropriate. Such insurance covering as a superpopriate. Such insurance covering as a superpopriate of the superpopriate of a superpopriate of the superpo

Section 9.3. "Payment of Insurance." The premiums for the insurance described above shall be paid by the Association.

Section 9.4. "Additional Insurance." Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his real and personal property.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. "Right of Enforcement." In the event of any of the covenants, violation, or hreateristic industrien of any of the covenants, conditions and exercisions herein enumerated, Declarant, the conditions and any Owner and all parties claiming under then Association the right to enforce the covenants, conditions, and sections contained herein and pursue any and all remedies, and the covenants of the covenants of the covenants of the covenants of the covenants.

Section 8.8. "Effect of Nonpayment of Assessments; Remedies of the Association." If any assessment (or periodic matalleant of such assessment, if applicable) is not paid on the time that of such assessment, if applicable) is not paid on the time that of such assessment the product of the thirt of the th

UNDER THE AUTHORITY PROVIDED BY CHAPTER 118, CACTS OF 1979 ENDIGNED BY THE GENERAL ASSEMBLY THE STATE DO NO ROBINGHED BY THE GENERAL ASSEMBLY THE STATE DO NO ROBINGHOE ADOPTED BY THE CHERETO, ADUNCH, OF THE CITY OF CARMEL, INDIANA. THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held

CARMEL, CITY PLAN COMMISSION

ROSALINO MCCART

This plan was given approval by the Board of Public Works and Safety of the City of Cirmel, Indiana at a meeting held on the day of

TO THE TOTAL TOTAL

Bely Becra Million DULY ENTERIO FOR TAXATION Hamilton Count

ARTICLE XI

Parcel

DEDICATION OF ROADS

IN WITNESS WHEREOF, KINGSWOOD, INC., an Indiana Corporation, has caused this Declaration to be executed as of the date first written above. <u>Section 11.1.</u> All roads shown on the Plat not heretofore dedicated are hereby dedicated to the public.

Corporation KINGSWOOD, INC., an Indiana

STATE OF INDIANA BY: Raymond H. Rockling

SS:

Before me. a Notary Public in and for said county and state personally appeared APAVMOND H. ROEHLING. Known to me as the President of the Swoot, actional Corporation, who having been fully swoot, actionwhelged the execution of the foreigning Declaration for and on behalf of said corporation. WITNESS my hand and seal this 2 COUNTY OF HAMILTON __day of

Melun & Photo Notary Public Milus I Phalps Printed Name

My Commission Expires: 4949
Residing in Handber County.

BY: Softwar M. Dorra Vez Prof. President
BY: Separation Library
BY: Separation Library
BY: Separation Library
BY: Separation State of Prof.

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

BECEINED

Part of the Northwest Quarter and part of the Southwest Quarter of Section 4. Township 17 North Range-4-East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of said Northwest quarter, thence North 100 degrees 00 minutes 00 seconds East along the wast line of said Northwest Quarter a sistemed East, parallel hence North 99 degrees 49 minutes 38 seconds East, parallel hence North 99 degrees 49 minutes 38 seconds East, parallel

cluding costs of enforcement as described in Section 5.1. The annual precision for the process of the control o no circumstance shall any obligation for the maintenance draining detention facility be imposed upon, or implied as ligation of any governmental agency, unless such obligation (in any governmental agency, unless such obligation clically and expressly assumed or accepted by any such mental agency.

Section 6.3. Eardscape and wall maintenance easement (L.S. and W.M.E.) Easements for the intrallation and maintenance of the big entitly as a graph of the property of the pro

Maintenance of the wall and fencing shall remain the sole responsibility and obligation of the Homeowners Association after construction.

Section 6.4. Sewer Essements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste dispensel by storms designed to serve kingswood and adjacent areas for the purpose of installation and maintenance of sewers that are a part of said system.

Section 6.5. Utility Easements (DE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easement. Section 6. All such essements mentioned herein include the right of reasonable ingress and egrees for a the purpose of maintenance, construction for econstruction for the mutual heneits of Homeowners in Kingswood, the structure, including fences, shall be built on any drainage, detention, sewer, or utility in the structure in the service of the serv

ARTICLE VII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 7.1. "Membership." Initially, to satisfy the requirements of the Indiana Not-Iop-Profit Corporation Act; the three (3) persons who serve the Corporation Act; the three persons who serve the Act; the corporation shall be persons who serve the Act; the persons who the members (the Initial Members). The Initial Members shall ream numbers of the Accoration shall cause the Initial Members at which time the Initial Members is thall cause to be suffered to the Accoration Acard from the Initial Members. The Accoration Acard from the Initial Members. The Accoration that he appurtenant to and may not be separated from ownership of any Lot.

Section 7.2. "Classes of Membership and Voting Rights." The Association shall have two (2) classes of voting membership:

Class A. Class A. members shall be all Owners with the exception of the Declarant. Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members, the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be Kingswood, Inc. the Declarant. The Declarant shall be entitled to five (5) votes for each Lot owned. The Class B membership shall case and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) the end of the Development Period; or, (b) January 1, 1992

;

easement and drainage/detention essentials for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the purposes only as specifically provided herein. A portion of the allocated in a neural Assessments shall be set aside or otherwise allocated in a neural endough of the purpose of providing reparameters and other capital improvements which the Association is required to maintain.

Section, 8.3. "Maximum Regular Annual Assessments."

Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maxim Regular Annual Assessment on any Lot conveyed Declarant shall be Sixty Dollars (\$60.00).

P

- From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each Regular April 1974 above the maximum Geleniar April 1984 above the maximum Regular Annual Assessment for the previous year without a vote of the membership.
- From and after January 1 of such year, the maximum Regular Annual Assessment might be interested each regular Annual Assessment might be used the maximum calendar year by smore after 10% power the maximum Regular Annual by smore that for the previous year, except with this approval of two-thirds (2/3) of those members of with this approximants who cast votes in person or by poory at a meeting duly called for this purpose.
- The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 8.4. "Special Assessments for Capital Improvements and Operating Deficits, rized a saddition. Association may levy a Sacial metassaciation for the purpose of defaulting in whole or in part, the cost of any construction, reconstruction, repair or epilacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may form time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members who cast votes in person or by proxy at a meeting duly called for this unproset to any Lors going by the shall mob be required to pay again or replacement of any capital improvements, which the Association is required to maintain and any Regular Annual Assessment.

Section 8.5. "Notice and Quorum for Any Action Authorized Under Section 8.3 and 8.4." Written notice of any menting colled for the purpose of taking any action authorithe that his of 8.3 or 8.4 shall be sent to all members on authorithe that his years of 8.4 shall be sent to all members due to 9.6 the meeting. At the first such meeting that his years and the of the meeting. At the first such meeting, it was the first of members or of provises are the shall constitute a quorum. If the required quorum is meeting shall be one-half (1.72) of the require quorum at the subsequent meeting shall be one-half (1.72) of the require quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8.6 "Uniform Rate Assessment." Regular Annual Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots.

Dates. The Regular Assessment provided for herein shill bates. The Regular Assessment provided for herein shill commence as to each Let on which date of conveyance of such lot by Declarant. The owner shall goly on the day of conveyance on advance his or her share of the Regular Annual Assessment of the balance of the calendar year in which the conveyance the balance of the calendar year in which the conveyance takes

The Regular Annual Assessment against each Lot shall be paid in advance on the first day of January of each calendar year dearned of the Regular Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

The Board of Directors shall fix any increase in the amount of such assessments at least thirty(3) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of myn Spacial the Regular Assessment, and such other assessment notice of the Board of Directors shall deem appropriate, shall be seen to every Owner subject therein. Culterium deem appropriate, shall be seen to every Owner the assessment and clean appropriate and all assessments, and the assessment and the assessments. The Association of Board of Directors. The Association as a shall be established to grid of Directors. The Association as a shall be established to the seen associated certificate from the machine the assessments on a specified that we can be supported as a specificate of the same paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 9.2. Miscellaneous Insurance Provisions." The Association shall also obtain any other insurance require by law to be maintained, including but not limited to workman's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Shith insurance coverage shall also provide for and cover cross i ability climance of the second of the coverage of the second of the coverage of the second of t

Section 9.3. "Payment of Insurance." The premiums for the insurance described above shall be paid by the Association.

ARTICLE X

Section 10.2. "Severability." Invalidation of any one of covenants, restrictions or provisions contained in the Declarat by judgment or court order shall not in any way affect any of other provisions hereof, which shall remain in full force affect.

Section 10.3. "Amendment," During the first twenty (20) years following its recordation, this Declaration may be amended for the first any time by an instrument recorded in the diffice of the Recorder of Hamilton County, first approve Q and is greatly at least severily fire per cent (9 m) of the third of the severily fire per cent (9 m) of the white (9 m) of the third of the modern special per cent (9 m) of the white (9 m) of the third of the severily fire the country and the severily fire the property at any time within five (5) years after the recordation hereof.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons claiming under them for a person of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years asked unless prior the expiration of any such ten (10) year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 10.4. "Mortgagee Rights." In addition to any other rights provided elsewhere in this Declaration to mortgagess, any lender or lenders holding a first mortgage of first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate, taxes or charges or liet against any Common state, taxes or charges or liet against any Common thinked Common Area or any property owned by the casualty liability of the large of the premiums on any way and casualty liability of the large of any paying any or payer to see the large of any paying any or payery for which the Association has so faithful and the large of the lar

Section 10.5. "Notice of Mortgages." The Association, upon request, shill provide to any lender holding a first mortgage upon any Lot, a written, certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Jucapporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate orpoperty executed by an officer of the Association, shall be binding upon the Association, as provided for herein.

ir such amount or amounts as the Board of Directors shall deem in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurence policy shall cover the Association, all persons the foregoing with respect to act as agents or amployees, of any of the foregoing with respect to the Association, all Owners and all other person entitled to occupy a Lot.

This plan was given approval by the Board of Public Works and Safety of the City of Carmel, Indiana at a meeting held on the day of

EOB BECOBD BECEINED

Section 9.4. "Additional Insurance." Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his real and personal property.

GENERAL PROVISIONS

Part of the Northwest Quarter and part of the Southwest Quarter of Section 4, Township 17 North, Range 4 East in Hamilton County, Indiana, being more particularly described as

Section 10.1. "Right of Enforcement." In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Association, or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions, and servictions contained herein, and pursue any and all remedies, at the strictions contained herein, and pursue any and all remedies, at the same of the english without proving any actual damages, including the rights of any structure not arrestrated the english of any structure not care incompliance that the coverants, conditions and restrictions after the english coverants, conditions and as a result thereof.

Beginning at the Southwest comer of said Northwest quarter; thence North 00 degrees 00 minutes 00 seconds East and \$28,30% the there North 00 degrees 00 minutes 00 seconds East parallel when he can be seen as the control of the con

I, Edward D. Giacoletti, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:

:-

That this plat correctly generates a survey completed by me on monuments shown thereon actually exist and that the location, size, type and material are accurately shown; and that the location, requirements specified in the subdivision ordinary to the carried specified specified in the subdivision ordinary to the carried specified specifie

This instrument prepared by: Raymono No.

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

CARMEL CITY PLAN COMMISSION &
BY: Charles Williams Describent
BY: AUGUST DESIGNT
BY: Total Control of Secretary
ROSALIND MCCART

Sheet 3 of 3

F

RECEIVED FOR BECENARATIONS OF COVENANTS.

CONDITIONS & NO RESTRICTIONS

뚞

CHAROKINGSWARKECTION | THRU VIII
THS DECARATIONS made on this lish day of corpging property of the corpging of the corpging

PB H PA JOOWITNESSETH

WHEREAS, Declarant is the owner of certain real estate located in Hamilton County, Indiana, which is more particularly described in Echibit. "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Property");

WHEREAS. Declarant desires to subdivide and develop the Property as generally shown on the Secondary Plas for Kingswood Sections I thru Kingswood Sections I thrust and the sometimes referred to as the "Development"), by designating certain portions of the Property as Landscape and Walf Maintenance Easement" (as hereinafter defined).

WHEREAS. Declarant intends to sell and convey the residential lots situated within the platted areas of the Development and self-ore doing so desires to subject to and impose upon all real state within the platted areas of the Development mutual and heneficial restrictions: overlands, conditions and charges thereinabler referred to as the "Restrictions", under a general plan or scheme of improvement for the benefit and compliment of the lots and lands in the Development and future home owners thereof.

NOW. THEREFORE Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, renied, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development and protecting the value, desirability and attractived therein. All of the Restrictions shall run with the hand or acquiring any upon Declarant and upon the participate of said the bridge gray of the participate of th

ARTICLE I

The subdivision of the Property created by this Declaration shall be known and designated as KINGSWOOD Section I thur KINGSWOOD Section VII, a subdivision located in Hamilton County, Indiana, the legal description for which is more particularly described on Exhibit A attached hereto and by reference made a part hereof.

DEFINITIONS ARTICLE II

Section 2.1. "Association" shall mean KINGSWOOD Homeowner's Association, Inc., an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, maintenance of the landscaped areas and signage located within the landscape and wall maintenance eastment; maintenance of the other improvements installed by Declarant and located within the determined assembly the other composurements.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are on hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or Block which is a part of the fee simple title to any Lot or Block which is a part of the Property including contract sellers, but otherwise excluding those having such interest merely as security for the performance of any obligation. Unless security for the performance of any obligation.

KINGSWOOD SUBDIVISION SECTION SECONDARY PLAT

Section 3.3. "Building Control." Prior to construction of any structure upon a lot, the building plans there of, including plot plans, site storm drainage and grading plans, specifications, plan for landscaping, and any other data or information which may be requested, must be submitted to the Developer and delivered to the person or persons requesting such approval. The Developer is authorized to determine whether the impopose a structures, plans and specifications show conformation which may address the steam design with existing structurers, which applicable plans and specifications show conformation which building and property set-back lines are the property with applicable plan requirements, and whether the proved final construction plans for Kingswood specifications are the property and lot drainage plans as a second structure of the provided final construction plans for Kingswood of plans or for giving approval for construction thereon. In the event the Developer does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) days after submission, the Developer is deemed to have approved such plans.

Section 3.4. "Occupancy or Residential Use of Partially Completed Dwelling House prohibited: No dwelling house constructed on any Lot shall be occupied in useful for residential purposes; but many habitation and the statement of the statement o

Section 3.5. "Other Restrictions." All of the Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

ç

Section 3.6. "Building Location and Grade Line Elevation." No building may be erected between the building line shown on the Plat and the front lot line; and no structure op part hereof may be build or erected nearer than 10 feet to any side yard line or nearer than 20 feet to any rear lot line. A minimum grade line elevations, shown on the Plat is hereby established for each lot and no grade line can be constructed lower than said minimum without the written consent of the "Developer" and the Building Commissioner of the City of Carmel. Demonstration of adequate storm water drainage with both on lot and overall project drainage plans shall be a prime requisite of alternative grade line elevations.

Section 3.7. "Home-A-Rama." Kingswood has been selected as the site for the 1988 indianapolis Bulder's Association summer Home-A-Rama. By acceptance of a deed the lot purchasers acknowledge the participation in this major event. The home show models will be restricted to section one, however, spillower traffic and activities will affect the entire development. The event will contribute greatly to the development and enhancement of Kingswood, however, there will be substantial car and pedestrian traffic, booths, tents, large signage, lights and can be supported by wave their might to object all activities necessary to conduct the above thome. Show.

Section 3.8. "Architectural Guidelines." As noted previously, any new building or improvement or any addition to a resting building or a reterior alteration or change to an existing building or an exterior alteration or change to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Developer has the Developer has the building work is undertaken. The Developer has established the following guidelines for specific types of construction and improvements. Any addition, exterior afteration or change to an existing building shall be compatible with the existing structure.

Size of Owelling. The ground floor area of the main structure, shall be not less than 1800 square feet in the case of a one story structure, nor less than 1100 square leet in the case of a two story dwelling. The first and second floors of a two story or multi level shall contain at least 2000 square feet. These square footages refer only to finished interior living space. ackludges open patios, finished lower levels, porches, garages, etc.

œ

<u>Driveways.</u> All driveways to be asphalt, concrete or paving brick material. Driveways from lots 194 and 195 must enter from Westminister Way.

Garages. All homes to have minimum two car attached garages. All garage doors to be of wood or masonite material and be painted or stained to match or compliment the dwelling.

Flat Roofs. No home designs will be permitted which include flat or nearly flat roofs over the main parts of the house, excluding small rear porches.

. 9

Solar Hearing Systems. The Developer acknowledges the increased use of residential solar heating systems which utilize solar heating panets and related equipment. The Developer will carefully review solar heating plans to ensure that their use and lorn': Ja have minimum detrimental effect on adjoining properties. Geothermal heat systems are acceptable. However, the closed loop variety should be used.

Liability of Developer. Neither the Developer, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according threto. Further, the Developer does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

Inspection. The Developer may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

٤

Section 3.9. "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 lamily 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 which there is: a) No sign or display that will indicate from the exterior that the building is being utilized in who for in participations of the immediate of the percentage of the third of the percentage of the immediate of the percentage of the immediate of the percentage of the immediate of the immediate of similar activities be conducted in the center of the immediate of similar activities be conducted as the percentage of the immediate of similar activities be conducted in the center of the immediate of similar activities are completed as a home occupation.

GENERAL PROHIBITIONS ARTICLE IV

Section 4.1. "In General." No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

Section 4.2. "Vehicle Parking." No trucks, camper, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or Lot, unless the same shall be stored in an enclosed, attached garage.

Section 4.3. "Exterior Antenna." Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any Lot owner on the exterior of a house or on a Lot. No satellite dishes will be permitted.

Swimming Pools. Only will be are mitted. All backyard professional to be served to the professional to be served to the professional to continue the professional effect of professional continues. All principal served to county or municipal regulations and shall be of harmonious design or municipal regulations and shall be of harmonious design.

Section 4.12. "Fire" No fire shall be permitted to burn upon street or roadway in the subdivision.

Tennix Courts. Racquetball Courts. Paddle Ball Courts. Etc.. Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational facilities or sporting facilities will be permitted, provided that all fencing shall be vinyl coated variety and that all views of adjacent properties, in Kingswood be screened by pines of at least 6 feet in height. All lighting must be of a baffled variety so as to minimize the effect on other properties in Kingswood.

Play Equipment. Children's play equipment such as sandbaxes, temporary swimming pools having a depth less than 24 inches, swing and slide sets, playhouses and tents shall not require approval by the Developer, provided such equipment is not more than six (6) feet high, maintained by the lot owner in good repair (including panting) and every reasonable effort has been made by the lot owner to screen or shield such equipment from view. Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Developer.

Miscellaneous. All exterior lighting shall be directed in such a manner so as not to circate annoyance to adjacent properties. Lot owners shall keep garage doors closed at all times except during the times of actual use of the garage facility. Collapsible and removable clothesines will be permitted, but permanent clotheslines are not acceptable.

Saxtion 4.13. "Fences, Walls and Screening." It is the goal of the Davidopar to keep all flexing or servening as a possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenites from adjoining properties will be taken into consideration by the Developer when reviewing fences for approval. Fences shall not be nearer to the front of a home than the contract of the c

MAINTENANCE OF LOTS AND IMPROVEMENTS.

ARTICLE V

The owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

A. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds:

Remove all debris or rubbish;

Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate:

Cut down and remove dead trees;

Where applicable, prevent debris and foreign material from entering drainage areas:

Keep the exterior of all improvements in such a state repair of maintenance as to avoid their becoming unsightly

Section 51. "Developer's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail in Maintenance." In the event that any Owner of a Lot shall fail in maintain his Lot shall have the state of any improvements situated between in accordance with the purishment of the state of the purishment of the state of the purishment of the state of the purishment period the puri Association shall Declarant/Developer.

Section 5.2. "Annexation." No owner of any Lot shown herein shall have the right to remonstrate against annexation of that Lot to the City of Carmel.

A. Height restriction The developer is of the opinion that the terrorm if the integral of excession may be materially the several if the community will be materially the several if the community is damaged by a positification of fences of excessive freight. The Developer, therefore, will approve rear perimeter fences up to 4 feet in height which otherwise meet these guidelines. The Developer will give consideration, however, to a variance in this height limit where the rear line of a Lot abuts a major arterial roadway or other clearly unique circumstances exist. The use of 6 foot fences around small patio areas of a backyard of a home in order to secure patio areas of the immediate patio or to enclose an ingoind pool area will be permitted. The specific fence height restrictions are as follows:

1) Property fencing and walls above grade shall not exceed 4 feet above grade unless otherwise approved by the Developer.

2) The Developer will not ordinarily approve any proposed fence which exceed 4 feet in height unless the same line of their last the

Section 2.1. "Association" shall mean KINGSWOOD Homeowner's Association, Inc., an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, maintenance of the landscaped areas and signage located within the landscape and wall maintenance easement; maintenance of the other improvements installed by Declarant and located within the determined of the other improvements installed by Declarant and located within the determined of the other improvements.

Section 2.2. "Articles" means the Articles of incorporation of the Association filed with the Office of the Secretary of State of Indians, as the same are or hereafter may be amended from time times, as the same are or hereafter may be amended from time Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any set of the section 2.3. "Owner" means the record owner, whether other set of the froperty, including contract sellers, but otherwise excluding those having such indicates the performance of any term Owner as used predictably indicated to the contrary of the Contrary of the declarant shall medicate to the contrary of the declarant shall were the sellers of the contrary of the sellers of the sell own any Lot.

Section 2.4. "Property" means the real estate described in Exhibit "A".

Section 25. "Plat" means the subdivision plat of the Property identified as Secondar Plat of KINCSWOOD Sections I thin KINGSWOOD Section III recorded in the Office of the Recorder of Hamilton County, Indiana, as the same may be hereafter amended or supplemented.

Section 2.6. "Lot" means any parcel of land shown upon the Secondary Plat of KINGSWOOD Section I thru KINGSWOOD Section VII and identified by a number I through 221 inclusive.

Section 2.7. "Developer" shall mean KINGSWOOD, Inc., an Indiana corporation, its successors and assigns as a Declarant.

<u>Section 2.8</u>. "Board of Directors" means the Board of Directors of the Association.

Section 2.9. "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of and no longer owns, any Lo or any other portion of the real estate described in Exhibit A. O.

Section 2.10. "Committee" shall mean the Development Control Committee composed of three (3) members appointed by Declarant who shall be subject to removal by Declarant at any time without cause. Any vacancies from time to time existing shall be filled by appointment of Declarant until the end of the Development Period, at which time the KINGSWOOD Homeower's Association, Inc., shall appoint from its membership this Committee. The initial members of the Committee appointed by Declarant are James A. Caito, Steven A. Wilson and Richard J. Carriger.

•

Section 2.11. Approvals, determinations, permissions or consents required herein of the Declarant shall be deemed given only if they are given in writing and signed, by the Declarant.

USE RESTRICTIONS AND ARCHITECTURAL CONTROL ARTICLE III

Section 3.1. "Lot Use and Conveyance." All Lots shall be used actiusively for single-family residential purposes, except that Declarant, during the Development Period, reserves the rights provided herein respecting the Property generally. Except as herein provided, no. Lot shall be subdivided to form units of less than the provided to shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the coverants, conditions, and restrictions contained herein.

Section 3.2 "Carmel/Clay County Park" Hamilton County Park and the County Park and the County of the

structure, shall be not less than 1800 square lest in the case of a one story structure, nor less than 1100 square lest in the case of a two story dwelling. The first and second floors of a two story of multi level shall contain at least 2000 square lest. These square footages refer only to finished interior living space., excluding open patios, finished lower levels, porches, garages, etc.

care or treatment such as dog trimming, be construed as a home occupation.

GENERAL PROHIBITIONS

Driveways. All driveways to be asphalt, concrete or paving brick matterial. Driveways from lots 194 and 195 must enter from Westminister Way.

Section 4.2. "Vehicle Parking." No trucks, camper, trailers, recreational vehicles, boats, boat trailers or similar vehicles shall be parked on any street or lot, unless the same shall be stored in an enclosed, attached garage.

Flat Roofs. No home designs will be permitted which include flat or nearly flat roofs over the main parts of the house, excluding small rear porches.

Sidewalks. Each home shall have a continuous concete to brick relevable from proch. In order to the front proch to brick relevable from the front proch to a station, each the front proch to the state of the front proch to be the ball of the front pall of the front pall of the front pall of the front proches price. The front is completed in the winter, then the sidewalks is thall be installed no later than April 30th of the following sprice.

No heat pumps, air conditioning units, or gas meters will be installed on the front of the house.

Windows-Doors. If storm doors are installed, they must painted to match exterior of the home. No unfinish aluminum doors will be allowed. All windows must wood or wood windows with clad exterior.

All gutters and downspouts other than cooper, will painted or prefinished painted aluminum to match exterior of the home.

All metal <u>roof</u> or <u>range</u> vents will be painted to blend with roof color. Every effort should be made to locate such vents to rear of the house.

Plumbing. All plumbing vent stacks to be on rear of house. Sump pump lines shall be connected to underground laterals or storm sewers as provided in the plat.

Street Cleaning. Builder to finish cleaning in front of I house upon completion and rough clean the strepeiodically during construction. Rough cleaning should done immediately after foundation excavation and baseme pouring and all other times when mud is carried into the street.

Yard Lights. All lot owners will be required to furnish a mistall dusk to dawn light fixtures at all driveway entrance to their lots, the style and type of which will be selected the Developer and shall be the standard for the ent subdivision. Bulders shall furnish and install said lights, behalf of the owner prior to closing.

Awnings No metal, fiberglass or similar type awnings or patio covers will be permitted development. material in the

z

Malibaxes. All malibaxes installed at the street to service lots in Kingswood shall be uniform and shall be of a type, color and manufacture approved by the Developer. Such malibaxes shall be installed by the Builder upon posts approved as to type, lite and location by the Developer.

O. Landscaping. To be furnished with house and completed before clong. Builder that is do the front vord and make the 50% of the side yated. Landscape multib will be allowed; a natural areas. The balance of the yate may be seeded Each home shall include a minimum of \$500.00 worth of plantings and landscape. This allowance includes labor and is exclusive of sod. All work on the minimum landscape requirement above shall be completed prior to the closing or as soon as weather conditions permit, but no later than havy 30th of the following spring. Press, hedges, and havy 30th of the following spring. Press, hedges, and havy 30th of the following spring. Press, bedges, and havy 30th of the following spring. Press, bedges, and havy 30th of the following spring. Press, bedges, and havy 30th of the following spring. Press, bedges, and have such carefully ask of arounded. Special suits spaining beyond that normally have to a small control of the spring to installation. 0

The exterior of fireplace chimneys shall be brick

Garages. All homes to have minimum two car attached garages. All garage doors to be of wood or masonite material and be painted or stained to match or compliment the dwelling. Section 4.1. "In General." No noxious or offensive activities shall be carried on on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

Section 4.3. "Exterior Antenna." Unless specifically authorized by the Developer, no television, radio or other antennas may be erected by any Lot owner on the exterior of a house or on a Lot. No satellite dishes will be permitted.

Section 4.4. "Garbage and Refuse Disposal." No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view except at the times when refuse collections are being made. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 4.5. "Animals." No animals, rabbits, livestock, horses 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 purpose. The owners of such permitted pets shall not confine them to their respective Lots so such that they will not be a confine them to their respective Lots so such that they will not be a confine them to their respective Lots so such that they will not be a confine them to their respective Lots so such that they will not be a confine them to their respective Lots so such that they will not be a confine them.

Section 4.6. "Storage Tanks." Any propane, or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view. The storage of gasoline or any caustic chemical is prohibited.

Section 4.7. "Temporary Structures and Outbuildings." No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Doveboper and such decision shall be binding on all parties. No metal outbuildings shall be permitted on any Lot. All outbuildings must be of same color and materials as the primary structure and be approved by the developer.

Section 4.8. "Window Coverings." All window coverings such as curtains or blinds shall not be unsightly from the exterior, including garage windows if visible from street.

Section 4.9. "Signs." No sign of any kind shall be displayed to the public view of any Lot except that one sign per builder and one per realtor of not more than six (6) square lete (2 x 3) may lime for the pubpose of advertising the property for sale Delay real. The pubpose of the property of the Delay real of the period to the period to the Delay real to the property such sights as it seems appropriate to advertise the property such signs as it seems appropriate to advertise during the construction and sale periods.

tron Cho Man President

Section 4.10 "Prohibition of Used Structures and Modular Homes." All structures constructed or placed on any Lot shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such Lot. When modular or prefeabhracted structures (except trusses) has be modular or prefeabhracted structures (except trusses) has be

Section 4.11. "Building Completion." Unless a delay is caused by strikes, war, court injunction, or acts of God, the exterior of by strikes, war, court injunction, or acts of God, the exterior of any dwelling or structure built upon any cost shall be completed within one (1) year after the data his to complete dwithin one (1) year after the data his to complete or acts of the complete of the com

environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of lences of excessive height. The Developer, therefore, will approve rear perimeter fences up to 4 feet in height which otherwise meet these guidelines. The Developer will give consideration, however, to a variance in this height finity where the rear line of a total variance are in this height finity and the search of the clearly unique considerations are as the provided to the control of the clearly unique provided the provided that the control of the clearly unique provided that the control of the clearly unique provided that the control of the contro

1) Property fencing and walls above grade shall not exceed 4 feet above grade unless otherwise approved by the Developer.

2) The Developer will not ordinarily approve any proposed fence which exceed 4 feet in height units the rear line of that Lox abuts a major arterial readway or offers some other circumstances clearly unique to that los.

Patio screens/privacy fences shall not exceed 6 feet in height, except for pools and recreational fences as provided herein.

Materials and Finish.

1) Wood fencing or screening will be allowed if the design is in conformity with the architectural design of the community.

2) The installation of a chain link or other galva@zed metal fencing will not be permitted unless it is will not be permitted unless? it shirply casted or covered with similar roated material. Black or dark green are pre-approved all other colors must be approved prior to construction.

All fencing of screening should preferably have finished material on both sides. If only one (1) side has finished materials, that side must face the public side of adjoining property.

4) Walls above grade should be constructed natural stone, masonry, or attractive timber.

UNDER THE AUTHORITY PROVIDED BY CHAPTER 178.
ACTS OF 1979. ENACTED BY THE GENERAL ASSEMBLY OF
THE STATE OF INDIANA. AND ALL ACTS AND ALDATORY
THERETO, AND AN ORDINANCE ADOPTED BY THE
COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA.
THIS PLAT MAS GIVEN APPROVAL BY THE CITY OF
CARMEL AS FOLLOWS: CARMEL CITY PLAN COMMISSION Adopted by the Carmel City Plan Commission at a meeting held

al Jestendon 87 NOTTAXAT GOLD CHREENE ATTO Cally Decan Hamilton Co

This instrument prepared by: Raymond H. Roehling

Sheet 2 of 3