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MAR 09 2001 PROTECTIVE COVENANTS FOR KINGSWOOD FARMS
DEVELOPMENT IN TIPPECANOE COUNTY, INDIANA

Robert A. Berglund
RECORDER OF TIPPECANOE CO.

Michael F. King and Deborah A. King hereby declare that they are the owners and the Developer of the real estate shown and described in Exhibit A attached hereto and incorporated herein (hereinafter the Development). The Development shall be known and designated as Kingswood Farms Development, Phase II, and located as shown on Exhibit A.

All lots in the Development shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and these covenants shall be considered a part of the conveyance of any lot in the Development 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 the Development; and these covenants shall run with the land and shall inure to the benefit of and be enforceable by any owner, or owners, of any land or lots included in the Development, their respective legal representatives, heirs, successor, grantees and assigns.

1. ARCHITECTURAL REVIEW COMMITTEE: There shall be an Architectural Review Committee initially composed of Michael F. King and Deborah A. King. The initial members of the Architectural Review Committee shall have the right to appoint an additional third member from the persons who are owners of any lot in the Development. In the event of death or resignation of any member of the Architectural Review Committee, the remaining member or members shall have full authority to appoint a new member or members from the persons who are owners of any lot in the Development. No building, wall, fence, pool, animal shelter or run or other structure shall be erected or placed on any lot in the Development until the building plans, specifications and plot plans showing the location of such structure have been

approved in writing as to conformity and harmony of external design with other structures in the Development and as to location of the structure with respect to topography and finished ground elevation by the Architectural Review Committee. The powers of the Architectural Review Committee in approving conformity and harmony of external design shall extend to definitions of quality of the material of exterior wall covering together with aesthetics as set forth below.

None of the members of the Architectural Review Committee shall be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such Architectural Review Committee and members thereof shall cease on and after June 1, 2010. Thereafter, the approval described herein shall not be required unless prior to said date and effective thereon, a majority of the lot owners of the Development appoint three (3) representatives who shall thereafter exercise the same powers previously exercised by the Architectural Review Committee.

Setbacks: The Architectural Review Committee may approve a variance from the front building setback line of one hundred feet (100') as shown on the recorded plat up to the minimum front building setback of twenty-five feet (25'), if the Architectural Review Committee in its sole discretion determines that such variance is warranted by the lot and the building.

Chimneys: All exterior fireplace chimneys shall be of masonry construction, unless such chimney cannot be seen from any point on Kingswood Road West, as shown on Exhibit A. Ventless fireplaces are permissible.

Exterior Building Surfaces: All exterior building surfaces, materials and colors shall be of good quality, shall be of such nature as to ensure permanence and attractiveness, and shall be harmonious and compatible with colors of the natural surroundings and other structures. The Architectural Review Committee shall have the right to approve or disapprove the exterior

surfaces, materials, and colors of all structures in the Development. Natural building products such as brick, stone, and cedar are preferred building materials. High quality vinyl may be approved for structures in close proximity to wooded areas, but only in areas of limited visibility such as on the backside of a dwelling unit.

Dwelling Unit Exterior: All windows, porches, balconies and exteriors of all dwelling units shall at all times be maintained in a neat and orderly manner.

Yard Lights: A dusk to dawn light (or gas light) of type and location approved by the Architectural review Committee shall be installed by the lot owner on each lot between the dwelling and the road.

Pools: No above-ground swimming pools or wading pools shall be permitted in the Development.

Clothes Line: No outside clothes line shall be erected or allowed to exist in the Development.

Landscaping: All landscaping designs and plans, including tree locations, planting areas, and exterior ornamentation, and any subsequent modifications thereto must be approved in writing by the Architectural Review Committee.

Mailboxes: The Architectural Review Committee, subject to U.S. postal authority or regulations, reserves the right to designate where lot owners shall place mailboxes and also reserves, subject to U.S. postal authority or regulations, the right to designate the type of mail box for each lot in the Development.

Antenna: No television or short-wave radio antenna or tower or other similar structure shall be erected or placed upon any lot in the Development unless the plans, specifications and

plot plan showing the design, location and elevation of such tower or structure have been approved in writing by the Architectural Review Committee.

Dish Antenna: The location of all television “dish” antennas must be approved in writing by the Architectural Review Committee. All television “dish” antennas shall be concealed, camouflaged, covered, or hidden in such a manner as required by the Architectural Review Committee.

Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than 9 square feet when advertising the lot for sale or rent or when used by a builder to advertise the property during construction of a dwelling house unless the erection of such sign is approved in advance and in writing by the Architectural Review Committee.

2. ARCHITECTURAL REVIEW: All requests to the Architectural Review Committee for approval of plans, specifications, and plot plans shall be submitted in writing, in duplicate, and shall show the following:

- a. Existing and proposed land contours and grades if required by Architectural Review Committee;
- b. The dwelling unit, and other improvements, access drives and other improved areas, and the locations thereof on the site;
- c. All initial landscaping, including proposed tree locations and planting areas, mail boxes and exterior ornamentation;
- d. Plans for all floors, cross sections and elevations, including projections and wing walls;
- e. Exterior lighting plans including night security lights and wiring thereto;

- f. Walls, fencing and screening;
- g. Patios, decks, pools and porches.

All other requests to the Architectural Review Committee for any other matter permitted by these covenants shall be submitted in writing, in duplicate, and shall clearly and concisely set forth the nature of the request and be accompanied by such additional information as the Architectural Review Committee requires for consideration of the request.

Neither the developer, the Architectural Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives 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, specifications, plot plans, or other matters so submitted, nor shall they, or any of them, be responsible or liable for any defects of any nature in such plans, specifications, or plot plans, or in any building or structure erected according to such plans, specifications, or plot plans, or for any drainage problems resulting therefrom. Every person or entity who submits plans to the Architectural Committee agrees, by submission that he, she, or it will not bring any action or suit against the Architectural Review Committee or the Developer to recover any damages or to require the Architectural Review Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith.

All requests submitted to the Architectural Review Committee, including but not limited to requests for exceptions to any requirement or provision of these covenants, shall be judged on its merits by the Architectural Review Committee. All decisions of the Architectural Review Committee shall be final. In the event said Architectural Review Committee fails to approve or disapprove such plans, specifications or plot plans within thirty days after said plans,

specifications, or plot plans have been submitted to it in writing, or in any event, if no suit to enjoin the erection of any structure or the making of any alterations to an existing structure has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

3. LAND USE AND BUILDING TYPE: All lots in the Development shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which is for any purpose other than residential use or incidental to residential use. All structures which shall be erected, altered, placed or permitted to remain on any lot in the Development shall be in accordance with these covenants.

Home-Based Business: No industry, business, trade or occupation or profession of any kind shall be conducted, maintained or permitted within any structure in the Development; provided, however, this restriction shall not be construed to prohibit an owner from: maintaining a professional library therein; keeping personal business or professional records or accounts therein; handling personal business or professional telephone calls or correspondence therein; working via computer or telephone data lines; or raising and selling horses on any lot in the Development which is in excess of ten acres of size.

4. DWELLING SIZE: All residential structures erected within the Development shall have a square foot area of not less than the following: 2500 square feet for a one story dwelling, 2600 square feet for a one and one-half story dwelling, and 2800 square feet for a two story dwelling, unless otherwise approved by the Architectural Review Committee. Breezeways, basements, above ground porches and garages shall be excluded in determining the square foot area of a residential structure. Each residential structure shall have an attached garage. No garage shall have a square foot area of less than 600 square feet unless written permission

therefor is granted by the Architectural Review Committee. No unattached storage building of any kind will be permitted without the written approval of the Architectural Review Committee. It is not the intention of this covenant to preclude structures of an ornamental nature; the existence of such structures must be approved by the Architectural Review Committee. All driveways within the Development shall be a minimum of 12 feet in width and hard surfaced with concrete or blacktop material.

5. EASEMENTS: There are areas shown on the plat of the Development and marked "EASEMENTS" which are reserved for the use of public utilities for the installation of ducts, wires, lines and mains, and drainage. In addition, there are "TRAIL EASEMENTS" which are reserved for the recreational use of the residents of the Development. No permanent or other structures are to be erected or maintained upon said "EASEMENTS" or "TRAIL EASEMENTS". The owners of all lots shall take their title subject to the EASEMENTS and TRAIL EASEMENTS for the purposes of such easements, and such easements are for the benefit of all lot owners in the Development. Each lot owner shall be responsible for the upkeep of all EASEMENTS and TRAIL EASEMENTS on their lot including the mowing thereof. No obstruction of drainage is permitted with any EASEMENT or TRAIL EASEMENT.

6. ZONING: Any building, structure, or other improvement located on any lot in the Development shall be in conformance with the Unified Zoning Ordinance of Tippecanoe County, Indiana, as said ordinance now exists or may hereinafter be amended from time to time as applicable to the zoning classification of the Development.

7. LOT: The word "LOT", as used in these protective covenants, agreements, easements, restrictions, limitations and charges, shall mean any lot in the Development, upon which a residential structure may be erected, in conformity herewith.

8. VEHICLES: No vehicle (automobile, motorcycle, truck, tractor, motor home, trailer, boat, utility vehicle, camper, snowmobile, ATV, or similar means of transportation) shall be permitted to be parked on any lot or anywhere in the Development for more than forty-eight (48) hours without the prior written approval of the Architectural Review Committee. It is the intention of the Architectural Review Committee to restrict parking within the Development to garages and to further restrict parking in the Development to the automobiles regularly used by the lot owners in the Development.

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

10. RIGHT OF FIRST REFUSAL: No unimproved lot in the Development shall be sold by any owner without having first given the Developer the right of first refusal to purchase said lot.

11. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed upon any lot in the Development at any time as either a temporary or permanent residence.

12. FIREWOOD: No firewood may be stacked in the front yard of any residential structure. The front yard shall include all areas of the lot which are bounded by the road, the side lot lines, and a straight line running from side lot line to side lot line along and parallel with the front edge of the residential structure. In no event shall such firewood be stacked in area in excess of 4 feet by 24 feet without the express written permission of the Architectural Review Committee.

13. ANIMALS: Except as hereafter provided, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, for any purpose. All household pets must be kept on a leash or chain when not on the owner's lot. Up to two (2) horses may be kept on any lot in excess of five (5) acres; no horses may be kept on any lot of five (5) acres or less.

14. WASTE: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of trash, garbage, and other waste shall be kept in a clean and sanitary condition. All containers, incinerators and other equipment for the storage or disposal of trash, garbage, or other waste shall not be visible from the street. Accumulation of trash, garbage, or other waste is prohibited. All ravines shall be kept in a natural state. No foreign materials of any type shall be dumped in or disposed of into any ravine. No unnecessary building materials, large piles of fill or trash shall be permitted on any lot in the Development.

15. TREES: No living trees in excess of six (6) inches in diameter may be cut or removed from any lot in the Development without prior written approval of the Architectural Review Committee, and, except as may be reasonably necessary for the construction of a residential structure or accessory buildings, or as expressly authorized and approved in writing by the Architectural Review Committee. No tract shall be deforested in whole or in part. Within eighteen (18) months after completion of residential construction, no fewer than six (6) trees of at least one and one-half (1.5) inches in diameter shall be planted in the front yard (as defined in Section 12) of the lot or such other locations on the lot as approved by the Architectural Review Committee.

16. CONSTRUCTION AND LAWN COMPLETION: All residential construction shall be completed within nine (9) months from the start thereof, and all grading and lawn

installation shall be completed within one (1) year from the start of construction. In the event that such work is not completed in accordance with the foregoing time requirements, the Architectural Review Committee may by majority vote impose a fine of up to \$1,000.00 upon the owner(s) of the lot in question. Such fine shall be payable to the Homeowners' Association, and shall constitute a lien upon the lot until paid.

17. SEPTIC: All waste disposal within the Development shall be in conformance with the laws of the State of Indiana, and the rules and regulations of the Indiana State Board of Health and the applicable ordinances of Tippecanoe County, Indiana.

18. UTILITY LINES: All utility lines in the Development including electrical, telephone and TV cable shall be buried.

19. ENFORCEMENT: Enforcement of these covenants may be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, but in no event shall there be a right of reversion.

All costs of enforcement of any of these covenants shall be borne by the prevailing party in the event proceedings at law or in equity are required. Costs herein are defined as court costs, attorney fees, expert fees, appraisal fees and any other costs found necessary to enforce the covenants herein.

20. HOMEOWNERS' ASSOCIATION: There shall be from and after the execution and recording of these covenants a Homeowners' Association of the lot owners in the Development. Each lot shall be entitled to one vote in the governance and operation of the Homeowners' Association. The Homeowners' Association shall have the right to impose on the owners of each lot a reasonable annual fee which shall be used by the Homeowners' Association

for the purpose of taking care of any common areas, street cleaning, entry signs, street lights, and any other purposes that the Homeowners' Association may, from time to time after notice to the owners, desire provided such uses are for the benefit of the Development.

The Homeowners' Association shall impose a fee on the owners of each lot in the Development sufficient to pay all costs of maintenance, construction, and reconstruction of all drainage easements, both on the site of the Development, and off site to the nearest legal drain. Such costs shall be determined by the Tippecanoe County Surveyor or Tippecanoe County Drainage Board, and the fee shall be sufficient to pay all such costs as so determined. The decision of the Surveyor or Drainage Board as to what maintenance, construction, or reconstruction needs to be done shall be final. In the event the Homeowners' Association fails to impose a fee sufficient to pay such costs, the Tippecanoe County Drainage Board may impose an assessment sufficient to do so which assessment may be levied as are other drainage assessments pursuant to the Indiana Code.

All provisions of these covenants having to do with the Homeowners' Association and its powers, duties and obligations associated with drainage shall be irrevocable by the lot owners unless and until consent is received in writing from the Drainage Board of Tippecanoe County for such changes.

Contemporaneously with the execution and recording of these covenants, the articles of the Homeowners' Association of this Development will be prepared and will be effective from and after such date.

21. **INVALIDATION:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

22. SUBDIVISION OF LOTS: Further subdividing of any lot may be permitted as allowed by the Unified Subdivision Ordinance of Tippecanoe County, but the said subdivision shall not permit or grant additional building sites on the original lot. By way of limitation of the Unified Zoning Ordinance and Unified Subdivision Ordinance, all requests for special exception and variance in this Development shall be first submitted to and approved by the Architectural Review Committee.

23. WATER DRAINAGE: No lot owner shall block or hinder any surface water or subsurface water drainage or runoff, nor shall any lot owner do anything to disrupt, obstruct or retard the natural flow of any surface water runoff or to alter, modify, or change in any way the erosion control plan for the lot. The existing soil conservation terrace and catch basin shall be maintained in place and in operating condition by the Homeowners' Association.

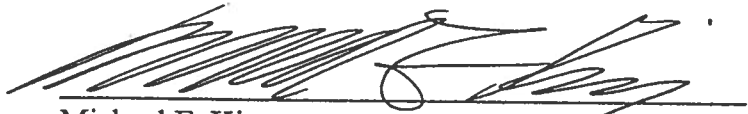
24. EROSION CONTROL: Surface water runoff and erosion control plans shall also be included in each lot owners' landscaping plans in detail. Such plans shall incorporate not only the controls to be implemented during construction, but shall also detail the permanent plans for surface water runoff and erosion control after construction. Construction plans shall include a provision that (1) mulching shall be applied as needed on all disturbed areas with slopes that exceed four percent, such need being determined by the ground conditions, climate conditions and time of year; and (2) the lot owner shall be responsible for maintenance of all mulching, seeding, tracing and temporary groundcover until such time as adequate permanent groundcover has been established.

25. ROAD ASSESSMENT: Each lot owner shall pay an equal share for the cost of maintaining all private common roadways in the Development in good, passable condition and repair.

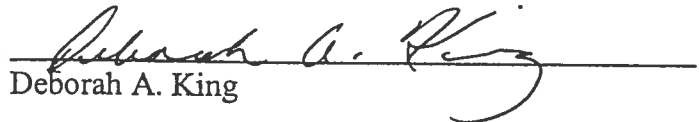
26. COST AND ATTORNEY FEES: In any proceeding arising from the failure of any lot owner to pay any assessments or amounts due pursuant to this declaration, the By-Laws of the Homeowners' Association, or any rules or regulations adopted pursuant thereto, as each may be amended from time to time, the Homeowners' Association shall be entitled to recover from the lot owner the costs and expenses incurred as a result of such proceeding, including its reasonable attorney's fees and legal expenses.

27. FUTURE DEVELOPMENT: Additional properties adjoining the Development may be developed in the future by Developer and made subject to these covenants.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on March 2, 2001.



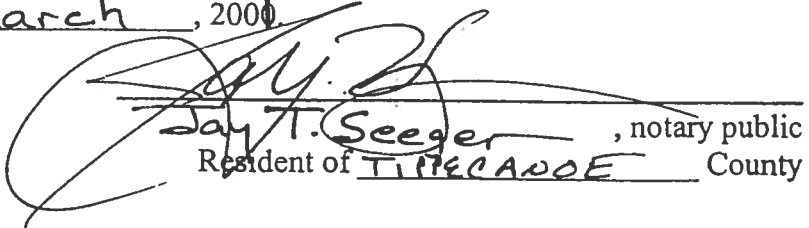
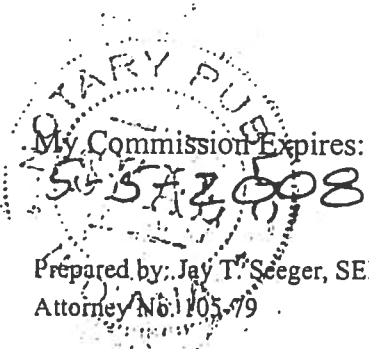
Michael F. King



Deborah A. King

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned Notary Public for and in said County and State, personally appeared Michael F. King and Deborah A. King, and acknowledged the execution of the foregoing Protective Covenants for Kingswood Farms Development and the truth of the facts stated therein this 2nd day of March, 2001.


Jay T. Seeger, notary public
Resident of TIPPECANOE County

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