

RECEIVED
FOR RECORD
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DEPARTMENT OF RECORDS
OF
KINGSWOOD SUBDIVISION RESTRICTIONS

STATE OF INDIANA
COUNTY OF HAMILTON
HAMILTON TOWNSHIP
DEPARTMENT OF RECORDS
FILE # 13-100 WITNESSETH:

WHEREAS Declarant is the owner of certain real estate located in Hamilton County, Indiana, which is more particularly described in Exhibit "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 Plat (hereinafter referred to as the "Plat") and sometimes referred to as "Development"; by designating certain portions of the Property as "Ploperies"; by designating certain portions of the Property as "Landscapes and Wall Maintenance Easement" (as hereinafter defined);

WHEREAS Declarant intends to sell and convey the residential lots shown and depicted on the Plat and the Development and before doing so desires to subject to and impose upon all real estate within the platted areas of the Development (mutual and beneficial restrictions, covenants, conditions and charges) a plan or scheme of improvement for the benefit and comfort 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, rented, used, occupied, sold, transferred, and secured to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness therein. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real Property or any part or parts thereof, or Declarant's successors in title to any real estate in the Development. Declarant specifically reserves unto itself the right and privilege, prior to the recording of the Plat by Declarant of a particular lot or tract within the Development, to Deed a parcel of land from the Development, or to include additional real estate.

ARTICLE I
NAME

The subdivision of the Property created by this Declaration shall be known and designated as KINGSWOOD Section 1 thru 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.

ARTICLE II
DEFINITIONS

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 and fees for the maintenance of the landscape and wall maintenance easement; maintenance of the other improvements installed by Declarant and located within the development easements.

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 or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of any obligation. Unless specifically indicated to the contrary, the term Owner as used

KINGSWOOD SUBDIVISION SECTION 1
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 plan, or other 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 proposed structures, plans and specifications conform to the applicable building and property set-back lines are in conformity with the applicable plat requirements; and whether the proposed site storm drainage plan conforms to the overall project and lot drainage plans as specified in the approved plat. The Developer may, 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 the date of submission, the Developer is deemed to have approved such plans.

Section 3.4. "Occupancy of Residential Use of Property." Partially completed buildings, or buildings under construction, shall be constructed on any lot of the Property for residential purposes, or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan, the determination of whether the house is substantially completed shall be made by the Committee and such decision shall be binding on all parties.

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

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 or part hereof may be built or erected nearer than 10 feet to any side yard line or nearer than 20 feet to any rear yard line, except as may be provided in the Plat and no grade line can be constructed lower than said minimum without the written consent of the Developer and said Building Commissioner of the City of Carmel. Demonstration of adequate storm water drainage with both on and off lot overall project storm water plans shall be a prime requisite of alternate grade line elevations.

Section 3.7. "Home Occupations." Kingwood has been selected as the site for the 13th Annual Home Occupations Show. By agreement of a deed the lot purchaser acknowledges the participation in this major event. The home show models will be restricted to section one, however, spillover traffic and activities will affect the entire development. The home show models will be restricted to section one, however, spillover traffic and activities will affect the entire development. The home show models will be restricted to section one, however, spillover traffic and activities will affect the entire development. The home show models will be restricted to section one, however, spillover traffic and activities will affect the entire development.

Section 3.8. "Architectural Guidelines." As noted previously, any new building or improvement or change to an existing building or improvement on an exterior lot shall conform to the guidelines for specific types of construction and improvements. Any addition, exterior alteration or change to an existing building shall be compatible with the existing structure.

A. Size of Dwelling. The ground floor area of the main structure shall be not less than 1800 square feet in the case of a one story structure and 2000 square feet in the case of a two story or multi level shell shall contain at least 2000 square feet. These square footages refer only to finished interior living space, excluding open patios, finished lower levels, porches, garages, etc.

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

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

D. 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.

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 be 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. "Aerial Antennas." Unless specifically authorized by the Developer, no television, radio or other antennas will be erected by any lot owner on the exterior of a house or on a lot. No satellite dishes will be permitted.

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

Section 4.13. "Fences, Walls and Screening." It is the goal of the Developer to keep all fencing or screening as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct the view or other amenities from adjoining properties, will be taken into consideration by the Developer when reviewing fences for approval. Fences shall not be taller than 6 feet from the ground level. Fences shall not be taller than 6 feet from the ground level. Fences shall not be taller than 6 feet from the ground level. Fences shall not be taller than 6 feet from the ground level.

Section 4.14. "Maintenance of Lots and Improvements." The owner of any lot shall at all times maintain the lot and any improvements thereon in a neat and attractive condition. The lot or improvements shall be kept free from any unsightly and specifically such Owner shall:

A. Mow the lot at such times as may be reasonably required to prevent noxious weeds;

B. Remove all debris or rubbish;

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

D. Cut down and remove dead trees;

E. Where applicable, prevent debris and foreign material from entering drainage areas;

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

G. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

H. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

I. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

J. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

K. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

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V. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

W. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

X. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

Y. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

Z. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

AA. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

AB. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

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AD. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

AE. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

AF. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

AG. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

AH. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

ARTICLE IV
GENERAL PROHIBITIONS

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 be 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. "Aerial Antennas." Unless specifically authorized by the Developer, no television, radio or other antennas will be erected by any lot owner on the exterior of a house or on a lot. No satellite dishes will be permitted.

ARTICLE V
MAINTENANCE OF LOTS AND IMPROVEMENTS.

The owner of any lot shall at all times maintain the lot and any improvements thereon in a neat and attractive condition. The lot or improvements shall be kept free from any unsightly and specifically such Owner shall:

A. Mow the lot at such times as may be reasonably required to prevent noxious weeds;

B. Remove all debris or rubbish;

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

D. Cut down and remove dead trees;

E. Where applicable, prevent debris and foreign material from entering drainage areas;

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

G. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

H. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

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Y. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

Z. Maintain the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;

Section 2.1. "Association" shall mean KINGSWOOD Homeowners Association, Inc. The 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 areas and maintenance of the clubhouse and located within the development.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana. Section 2.3. "Owner" means the record owner, whether one or more persons or entities, 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 in the Property specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the declarant shall own any Lot.

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

Section 2.5. "Plat" means the subdivision Plat of the Property KINGSWOOD Section VII 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 1 through 221 inclusive.

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

Section 2.8. "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 Lot or any other portion of the real estate described in Exhibit A.

Section 2.10. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by the Board of Directors, who shall be subject to removal by Declarant at any time during the Development Period. The members of the Committee shall be filled by appointment of Declarant until the end of the Development Period, at which time the KINGSWOOD Homeowner's Association, Inc., shall appoint from its membership this Committee. The initial members of the Committee shall be James A. Carlo, 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

Section 3.1. "Lot Use and Conveyance." All Lots shall be used exclusively for single-family residential purposes, except that Declarant may, in its sole discretion, use any Lot for other purposes provided herein respecting the Property generally. Except as herein provided, no Lot 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 covenants, conditions, and restrictions contained herein.

Section 3.2. "Carmel/Clay County Park." Hamilton County Parks and Recreation Department is in the process of constructing a 40 acre recreational park adjacent to Kingswood diamonds, a large outdoor pool, and other recreational facilities. The park is expected to be a substantial asset to the area. Lots 166 to 181 in Kingswood will back up to the park. Purchasers of lots in Kingswood are hereby advised that the normal use of the lots which by their nature will result in noise and light drifting onto adjacent lots. By acceptance of a deed the purchasers of lots in Kingswood hereby acknowledge the above activities and waive their right to object to any normal and appropriate uses of the park facilities.

structure shall be not less than 1800 square feet in the case of a one story structure, nor less than 1100 square feet in the case of a two story dwelling. The first and second floors of a two story or multi level shall contain at least 1000 square feet of finished interior living space, excluding open patios, finished lower levels, porches, garages, etc.

B. Garages. All homes to have minimum two car attached garages. All homes to be finished with wood or masonry material and painted or stained to match or complement the dwelling.

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

D. Flat Roofs. No home design will be permitted which has a flat roof. Every effort should be made to blend such roofs to rear of the house.

E. Sidewalks. Each home shall have a continuous concrete or brick sidewalk from the street to the front porch. Sidewalks on all portions of the lot with street frontage. Sidewalk to be installed by the builder and included in the purchase price. If the home is completed in the winter then the sidewalk shall be installed no later than April 30th of the following spring.

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

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

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

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

J. Plumbing. All plumbing vent stacks to be on rear of house. All plumbing vent stacks to be finished with underground laterals or storm sewers as provided in the plat.

K. Street Cleaning. Builder to finish cleaning in front of his lot during construction. Rough cleaning should be done immediately after foundation excavation and basement pouring and all other times when mud is carried into the street.

L. Yard Lights. All lot owners will be required to furnish and install dusk to dawn light fixtures at all driveway entrances to their lots. The style and type of which will be selected by the Developer. Builders shall furnish and install said lights on behalf of the owner prior to closing.

M. Awnings. No metal, fiberglass or similar type material development.

N. Mailboxes. All mailboxes installed at the street to service lots in Kingswood shall be uniform and shall be of a type, color, and design approved by the Developer upon posts approved as to type, size and location by the Developer.

O. Landscaping. To be furnished with house and completed landscaping. Landscaping must will be allowed in 50% of the side yard. Landscaping must will be allowed in natural areas. The balance of a \$300.00 worth of plantings and landscaping. This allowance includes labor and materials. Landscaping shall be completed prior to the closing or as soon as weather conditions permit, but no later than May 30th of the following spring. Trees, hedges, and shrubs which restrict visual lines for vehicular traffic shall normally associated with a single family residence must be approved by the Developer prior to installation.

P. Fireplaces. The exterior of fireplace chimneys shall be brick or stone.

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

ARTICLE IV GENERAL PROHIBITIONS

Section 4.1. "In General." No noxious or offensive activities shall be conducted on any Lot, nor shall any structure, building or other structure be erected on any Lot, nor shall any structure, building or other structure be erected on any Lot, nor shall any structure, building or other structure be erected on any Lot, nor shall any structure, building or other structure be erected on any Lot.

Section 4.2. "Vehicle Parking." No trucks, campers, trailers, boats, vehicles, boats, 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 Antennas." 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 and other pets may be kept for commercial purposes. The owners of such permitted pets shall confine them to their respective lots so such that they will not be a nuisance to their neighbors.

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 a 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 on any Lot for a temporary structure to 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 completed shall be made by the Developer 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 material 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 may be displayed on any Lot for a temporary structure to be used as a residence. No sign shall be displayed on any Lot for a longer period than three (3) months from the time of such destruction or damage. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said Lot, without notice, and sell the same together with the balance of the sale proceeds to the owner of said Lot at the time of sale.

Section 4.10. "Prohibition of Used Structures and Modular Homes." All structures constructed or placed on any Lot shall be constructed with substantial materials and shall be placed on any such Lot. No modular or prefabricated structures (except trailers) may be placed on any Lot.

Section 4.11. "Building Completion." Unless a delay is caused by an act of God, the exterior of any dwelling or structure built upon any Lot shall be completed within one (1) year after the date of commencement of the building process. No improvement which has partially or totally been destroyed by fire or other cause shall be reconstructed or repaired within such time. If said structure is not completed or repaired within such time, then the Developer may re-enter, take possession of said Lot, without notice, and sell the same together with the balance of the sale proceeds to the owner of said Lot at the time of sale.

material integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Developer, therefore, will approve rear perimeter fences up to six feet in height. The Developer will give consideration, however, to a variance in this height limit where the rear line of a Lot contains a major arterial roadway or other clearly unique circumstances exist. The use of a foot fence around small patios or for the immediate patio or to enclose an inground 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 a rear perimeter fence of that Lot abuts a major arterial roadway or offers some other circumstances clearly unique to that lot.
- 3) Patio screens/privacy fences shall not exceed 6 feet in height, except for pools and recreational fences as provided herein.

B. 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 galvanized metal fencing will not be permitted unless it is vinyl coated or covered with similar coated material. Black or dark green are pre-approved, all other colors must be approved prior to construction.
- 3) All fencing of screening should preferably have finished material on both sides. If only one (1) side has finished material, that side must face the public side of adjoining property.
- 4) Walls above grade should be constructed of natural stone, masonry, or attractive timber.

UNDER THE AUTHORITY PROVIDED BY CHAPTER 178, ACT OF 1976 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND AS AMENDED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, CARMEL AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held on June 12, 1987
CARMEL CITY PLAN COMMISSION
By Richard Albaugh President
By Rosalind McCard Secretary

DULY ENTERED FOR TAXATION
Raymond H. Roehling Hamilton Co.
1987

This instrument prepared by: Raymond H. Roehling
Sheet 2 of 3