

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS**AS PART OF THE PLAT OF
VILLAS OF KILSOQUAH,
AN ADDITION TO THE CITY OF ROANOKE
HUNTINGTON COUNTY, INDIANA**

THIS DEDICATION, made on the day hereinafter set forth by KILSOQUAH PRESERVE, LLC, an Indiana corporation, as the owner in fee simple of Lots Numbered 1 through 8, consecutive and inclusive, in The Villas of Kilsquah, an addition to the City of Roanoke, Huntington County, Indiana, according to the Plat thereof recorded on November 25, 2014, in the Office of the Recorder of Huntington County, Indiana, as Instrument Number 2014005316.

WHEREAS, Kilsquah Preserve, LLC, desires to impose upon each and all of said Lots in The Villas of Kilsquah, an addition to the City of Roanoke, Huntington County, Indiana, the protective restrictions, covenants and easements hereinafter set forth:

NOW THEREFORE, Kilsquah Preserve, LLC, hereby declares that all of the aforesaid Lots Numbered 1 through 8, as originally platted and as may be further divided or replatted, in The Villas of Kilsquah, an addition to the City of Roanoke, Huntington County, Indiana, shall be impressed with and shall be held, sold, and conveyed subject to all of the following protective restrictions, covenants and easements which shall run with said Lots and be binding on all parties now having or hereafter acquiring any right, title or interest in the same or any part thereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by each owner thereof, the Developer and/or the Association (as such terms are hereinafter defined).

ARTICLE I**DEFINITIONS**

Section 1. "Developer" shall mean Kilsquah Preserve, LLC, an Indiana corporation, its successor(s) and assign(s).

Section 2. "Association" shall mean and refer to The Villas of Kilsquah, Inc., an Indiana not-for-profit corporation, its successors and assigns. The membership of the Association shall consist of the Owners of the Lots in The Villas of Kilsquah.

Section 3. "Owner" and "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Plat" shall mean and refer to the Plat of The Villas of Kilsquah, including any and all amendments and/or re-plats thereof, as recorded in the Office of the Recorder of Huntington County, Indiana.

Section 5. "Lot" shall mean and refer to any of Lots 1 through 8, inclusive, as originally shown on the Plat. At the time that any of the originally platted Lots 1 through 8 are further subdivided into two separate parcels in order to accommodate the construction of a Living Unit on each such parcel, each parcel shall thereafter be deemed a Lot for all purposes of this Dedication. For clarification, in the event that a duplex villa is constructed on each of the original platted lots 1 through 8, the originally platted lots will each be subdivided into two (2) parcels with one Living Unit on each of the parcels. At that time, there will then be 16 Lots in the Villas of Kilsquah.

Section 6. "Living Unit" and/or "Dwelling Unit" shall mean and refer to the portion of a building erected on any Lot which is constructed and intended for the use and occupancy as a residence by a single family. In the case of a duplex villa, the building would consist of two Living Units, each separated from the other by a common wall.

Section 7. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 8. "Street" shall mean any street, avenue, roadway, cul-de-sac or boulevard of whatever name which is shown on the Plat and which has been heretofore and is dedicated to the public for use as a public street.

Section 9. Other capitalized terms shall have the meaning(s) assigned to them in the remainder of this Dedication.

ARTICLE II

PERMITTED LOT USE

Section 1. Permitted Lot Use. All Lots may only be used for single-family residential purposes.

Section 2. Driveways. All driveways from the street to the garage of each Living Unit shall be poured concrete and not less than twenty (20) feet in width.

Section 3. Minimum Area. No Living Unit shall be erected or permitted on any Lot having a ground floor area, exclusive of open porches, breezeways or garage, of less than 1,200 square feet in the case of a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story.

Section 4. Building Lines. No Living Unit, garage or other building of any kind (collectively "Building"), fence or wall of any type shall be erected, placed or located on any Lot nearer to the front lot line (or nearer to the side lot line on corner lots) than the minimum building set-back line as shown on the Plat. No Building shall be located nearer than six (6) feet to any side lot line except in the case of a zero lot line duplex villa where there shall be no side set back requirement along the common wall of the attached Living Units. A Building may not be located closer than fifteen (15) feet to the rear lot line. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections.

Section 5. Yard Lights. Each Owner of a Living Unit shall install an automatically controlled (photo cell) post yard light or similar illumination device ("Yard Light") in the front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. The Yard Light shall be kept operational and illuminated during all non-daylight hours. The Yard Light design, wattage and location shall be submitted to, and approved by, the Architectural Control Committee.

Section 6. Signs. No sign shall be erected or permitted on any Lot or in the common areas as shown on the Plat, except (i) subdivision designation and subdivision informational signs (owned by the Developer or the Association) located in the commons area, (ii) one professional sign of not more than one (1) foot square, (iii) one sign of not more than five (5) square feet advertising the property for sale or for rent, (iv) one security sign (such as ADT) of not more than one (1) foot square, and (v) signs used by a builder to advertise the property during the construction and sales period.

Section 7. Landscaping. Upon completion of the original construction of a Living Unit, the applicable Lot must be landscaped with a minimum of fifteen (15) shrubs and two (2) trees with the exception of lots 1 – 4 which are wooded lots. These lots must be landscaped with one (1) tree in the front yard.

Section 8. Nuisance. No noxious or unreasonably offensive activity shall be carried on upon any Lot nor shall anything be done thereon which (i) creates a nuisance by reason of odor, fumes, dust, smoke, noise, or pollution, or any other means (ii) which is hazardous by reason of fire or explosion, or (iii) that is in violation of the laws of the State of Indiana or the County of Huntington.

Section 9. Animals. No Lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except that dogs, cats and other common domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 10. Storage Tanks. No fuel or oil storage tanks in excess of six (6) gallons may be maintained on any Lot. No underground tanks of any kind shall be permitted on a Lot.

Section 11. Antennas/Solar Panels. No radio or television antenna, satellite receiver dish, solar panel(s) or similar structures (collectively "Antenna/Panels") shall be allowed on any Lot or attached to any Living Unit, Building or structure of any kind, that has more than four (4) feet of surface area on any one side or that attains a height of more than three (3) feet above the highest portion of the Living Unit on the Lot. The location of all Antennas/Panels shall require the approval of the Architectural Control Committee.

Section 12. Pools and Hot Tubs. No above-ground swimming pool containing more than 400 gallons of water shall be permitted on any Lot. No hot tub containing more than 400 gallons of water shall be permitted on any Lot. All pools and hot tubs are subject to the Architectural Control Committee review process set forth in Article V of this Dedication.

Section 13. Motor Vehicles. No unlicensed or unregistered automobile or any other type of motorized vehicle ("Motor Vehicle") may be parked or maintained on any Lot except

completely enclosed in a garage. No Motor Vehicle may be disassembled or be allowed to remain in a state of disassembly so that it is not legally "road worthy" on any Lot except when the vehicle is completely enclosed within a garage.

Section 14. No Temporary Structures. No structure of a temporary character, house trailer, basement, shack, un-attached garage, barn, tool shed, or other outbuilding shall be constructed, erected or located a Lot and used as a residence, either temporarily or permanently; provided, however, that a basement may be constructed in connection with the construction of a Living Unit.

Section 15. Outside Storage. No trailer of any type, boat, camper, recreational vehicle, motor home, four- and three- wheeler, ATV, motorcycle, commercial vehicle, truck, or any other similar wheeled vehicle (excepting passenger cars and similar vehicles designed primarily for the non-commercial transportation of passengers) shall be permitted to be parked ungaraged on a Lot for a continuous period in excess of seventy-two (72) hours, or for a period of which is in the aggregate in excess of nine (9) days per calendar year. The term 'truck' as used in this Section means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one (1) ton or more.

Section 16. Free-Standing Poles. No clothes lines or clothes poles, or any other free-standing, semi-permanent or permanent poles, rigs, or devices, shall be permitted on any Lot or attached to any Structure (as defined in Section 18 below) or Living Unit, regardless of purpose, except that, subject to review and approval by the Architectural Control Committee, the following may be permitted: (i) a pole located behind the Living Unit that only supports bird or other animal feeder(s) or house(s), provided any feeder or house does not exceed two (2) cubic feet in size; (ii) a single flag pole displaying the United States flag; and (iii) a basketball goal may be allowed.

Section 17. Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All sanitary containers must be kept inside the Building except for a twenty-four hour period each week when they may be placed outside for pick up. No incinerators shall be allowed on a Lot.

Section 18. Outbuildings. No free-standing sheds, garden house, un-attached garage or any other type of outbuilding that is not otherwise structurally attached to a Living Unit (collectively "Structure") shall be allowed on any Lot without the approval of the Architectural Control Committee. All Structures otherwise approved by the Architectural Control Committee must have the same style and color of siding and roof as the Living Unit on the Lot.

Section 19. Fencing. No fencing of any type shall be permitted on any Lot except that a wood or vinyl privacy fence shall be allowed provided it is approved by the Architectural Control Committee as to style, material, color, height and location. Any area that is enclosed by a fence shall be excluded from any maintenance obligation of the Association and the Owner of the area that is enclosed shall maintain that area to the same standard that the Association maintains the other areas in the Villas of Kilsquah.

Section 20. Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lot.

Section 21. Easements. Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the Plat for the installation and maintenance of public utilities (including but not limited to, water, gas, telephone, electricity, cable T.V., and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

- a. Any utility company and the Developer, and each of their respective successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of any Building or other permanent structure except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form.
- b. No Living Unit, Building or other Structure shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Villas of Kilsoquah subdivision, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for a Lot). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables.
- c. The utility operating the sewer lines and sewage disposal plant for said subdivision shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the property lines of each Lot by the Developer. No rain or storm water runoff from roofs, street pavements or otherwise, or any other surface water, shall at anytime be discharged into, or permitted to flow into, the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.
- d. The Plat sets forth a pedestrian easement in-between lots 2 and 3. The easement is reserved for the use and enjoyment of all Owners as well as the owners of lots in Kilsoquah Preserve.

Section 22. Mailboxes. Mailboxes will be located at the location(s) that the Developer along with the U.S. Postal Service designates. No individual mailboxes and/or newspaper boxes will be allowed without the approval of the Architectural Control Committee.

ARTICLE III

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Upon the initial sale of any Lot by the Developer, the purchaser and all subsequent owners thereafter shall become a member of the Association

effective on the date of ownership thereof. An owner's membership shall transfer to the purchaser on the effective date of the conveyance of a Lot. Upon becoming a member of the Association, a member shall be obligated to pay assessments to the Association in accordance with Article IV of this Dedication, and shall be bound by all of the other terms of this Dedication. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. The Owner of a Lot must be a member of the Association.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class "A" members shall consist of Owners, except the Developer. Except as provided in Article IV, Section 6 regarding an originally platted Lot that is not further subdivided to accommodate two separate Living Units, Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determined, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B membership consist of the Developer. The Class B member shall be entitled to five (5) votes for each Lot owned. Class B membership shall cease upon the happening of either of the following events: (i) When the Developer owns no Lots; or on December 31, 2022.

Definition. For the purposes of this Declaration, Class A members and Class B members shall be collectively referred to as "Member" or "Members." Except for the obligation to pay Assessments (as defined in Article IV below) and the difference in number of votes per Lot owned, there shall be no other distinction between the Members in the Association.

Section 3. Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. Until such time as a Board of Directors is elected for the Association, the Developer shall act as the Board of Directors and have all the powers and duties granted to the Board of Directors.

Section 4. Villas of Kilsquah, Inc. The Developer will form and incorporate the Association and the Association shall be authorized to exercise and enjoy all the powers (i) set forth herein, (ii) established by its Articles of Incorporation and By-Laws, (iii) all other rights and privileges granted by the Indiana Not-for-Profit Corporation Act of 1971 and all Acts amendatory thereof or supplemental thereto, and (iv) all other powers conferred upon corporation by the laws of the State of Indiana insofar as not in conflict therewith.

Section 5. Purposes. The Association shall have the following purposes:

- a. To establish an association of home owners located on Lots numbered 1 through 8, inclusive, according to the Plat in the Villas of Kilsquah Subdivision, an addition to the City of Roanoke, Huntington County, Indiana;
- b. To provide certain snow removal and yard care services as herein further defined or as otherwise determined by the Board of Directors; and

- c. To protect the harmony of all Living Units' external design, location and landscaping in relation to all other Living Units and to the topography of the Villas of Kilsquah. To also maintain common areas such as the entrance sign and pond/detention area (Block B on recorded plat).

Section 6. Other Members. Developer reserves the right to (i) include and burden other real estate that is contiguous with the Villas of Kilsquah subdivision with the same covenants, restrictions and limitations as are contained in this Dedication, (ii) include the owners of said other real estate in the Association as equal members with the same rights, privileges and obligations, and (iii) obligate the Association to maintain such other real estate in the same manner as herein provided for the Villas of Kilsquah and the Lots.

ARTICLE IV

CONVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except the Developer, each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Monthly Assessments or charges ("Monthly Assessments"); and
- b. Special Assessments for capital improvements and operating deficits ("Special Assessments").

The Monthly and Special Assessments, (collectively "Assessment" or Assessments"), together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent Assessments shall not pass to any successor-in-title unless such successor(s) expressly assumes the same.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to effectuate the duties and purposes of the Association as set forth in this Declaration, its Articles of Incorporation and By-Laws, including without limitation all activities determined by its Board of Directors to be necessary or advisable related thereto such as securing insurance and/or accounting and legal services for the Association.

Section 3. Maximum Monthly Assessments.

- a. Until January 1, 2016, the maximum Monthly Assessment on any Lot shall be Ninety-Six Dollars (\$96.00).
- b. From and after January 1, 2016, the maximum Monthly Assessments may be increased each calendar year by the Board of Directors by a percentage that is

not more than twelve percent (12%) above the Monthly Assessment that was charged during the previous calendar year, without a vote of the membership.

- c. From and after January 1, 2016, the maximum Monthly Assessment may be increased by a percentage in excess of twelve percent (12%) above the Monthly Assessment that was charged during the previous calendar year only upon approval of the Board of Directors and a majority of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- d. As determined by the Board of Directors from time-to-time, a portion of the Monthly Assessments may be set aside or otherwise allocated to a reserve fund for the purpose of providing funds for future repairs and maintenance.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Monthly Assessments authorized above, the Association may levy a Special Assessment for any capital improvement(s) within the powers or duties of the Association or for the purpose of paying, in whole or in part, any operating deficit(s) which the Association may from time-to-time incur, provided that any Special Assessments shall have the approval of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting or as otherwise required by the Articles of Incorporation and By-Laws of the Association. At the first such meeting called, the presence of members, in person or by proxy, entitled to cast fifty percent (50%) or more of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event of a conflict between (i) the provisions of this Dedication and (ii) the Articles of Incorporation and/or By-Laws of the Association, the Articles of Incorporation and By-Laws shall control.

Section 6. Uniform Rate of Assessments. Except as provided below, Monthly and Special Assessments must be fixed at a uniform rate for all Lots. Assessments shall be collected on a monthly basis unless otherwise determined by the Board of Directors from time-to-time. Notwithstanding the foregoing, there shall be no Monthly Assessments or Special Assessments assessed against any Lot owned by the Developer. Further, it is anticipated that the eight originally platted Lots may or will ultimately be divided by the Developer into a total of 16 Lots to accommodate the construction of duplex (zero lot line) villas on each of the original eight (8) platted lots. In the event that one or more of the original 8 platted Lots is not further subdivided from or after the time it is originally deeded from the Developer, the originally platted Lot shall be assessed as if it were one Lot and the Owner thereof shall be entitled to only one Class A member vote in the Association.

Section 7. Date of Commencement of Monthly Assessments. The Monthly Assessment provided for herein shall commence as to each Lot on the first day of the first month following the initial conveyance of such Lot by Developer. The Board of Directors shall fix any increase in the amount of the Monthly Assessment at least thirty (30) days in advance of the effective date of such increase. No Special Assessments shall be made against any Lot prior to the date on which Monthly Assessments against that Lot first commence. Written notice of Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all Assessments shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid or are delinquent. A properly executed certificate from the Association regarding the status of Assessments chargeable against any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Associations. If any Assessment (or installment of such Assessment, if applicable) is not paid on the date when due, then the entire unpaid assessment shall become delinquent and shall become, together with interest thereon and cost of collection, including reasonable attorney's fees, a continuing lien on the applicable Lot assessed and it shall be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. The personal obligation of the Owner to pay such Assessments shall remain the Owner's personal obligation and shall not pass to successors in title unless expressly assumed.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may bring legal action against the Owner to collect all sums due and/or to foreclose the lien against the Lot. In any successful legal proceeding, the Association shall be entitled to recover all its reasonable attorney's fees, costs and expenses incurred.

No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area, refusal to allow the Association to perform its maintenance obligations or by abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien mortgage and any purchase money mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any such mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all Assessments becoming due prior to the date of such sale or transfer.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition. The Architectural Control Committee ("Committee") shall be composed of three members. During the time that the Developer owns any Lot, the Architectural Control Committee ("Committee") shall be appointed by the Developer. Thereafter, the members shall be appointed by the Board of Directors of the Association. The Committee may appoint one member to act for it in any or all matters, as the Committee may in its absolute discretion decide from time-to-time.

Section 2. Authority. No Living Unit, Building, Structure, Antenna/Panel, fence, wall, pole, pool, trampoline, sand box, swing set or other improvement or structure of any kind, temporary or permanent, ("Improvement") shall be constructed or placed on any Lot or attached in any manner to a Living Unit, Building or Structure, nor shall any exterior addition, change or alteration ("Alteration") be made to an existing Living Unit, Building, Structure or Improvement until plans and specifications ("Plans") for the Improvement and/or Alteration showing the nature, kind, shape, dimensions, height, materials, color and location (collectively "Specifications") are submitted to and approved by the Committee in writing as to the harmony of the Improvement's/Alteration's Specifications with the Villas of Kilsquah subdivision, in general, and, more specifically, to the other Living Units therein. The Committee may not approve any Improvement or Alteration that is otherwise specifically prohibited by the terms of this Dedication without properly amending the Dedication according to the provisions of Article VIII.

Section 3. Timing. Within thirty (30) days after receipt of written Specifications that clearly set forth all of the information required to be submitted under section 2 above, the Committee must approve or reject the Plans in writing delivered to the Owner requesting the approval. In the event that the Committee fails to act within the thirty (30) day time frame, no approval will thereafter be required for the exact Plans submitted provided the Owner that submitted the Plans has an appropriately dated delivery receipt signed by a current member of the Committee and a copy of such receipt is delivered to the Association prior to beginning the Improvement or Alteration.

ARTICLE VI

MAINTENANCE

Section 1. Maintenance by Owners. Except for maintenance responsibilities specifically assumed by the Association pursuant to this Dedication, every Owner of a Lot shall be responsible for, at such Owner's expense, all maintenance, repairs, and replacements relating to the Lot and all Improvements on the Owner's Lot including without limitation the roof, siding, windows, interior and exterior doors, garage door, gutters, sidewalks and driveways (excepting snow removal), and all other exterior and interior structures, walls, mechanicals and improvements. Each Owner shall keep the exterior of all Improvements located on the Owner's Lot in good condition and repair and shall promptly make any and all repairs that, if left unrepaired, may adversely affect or damage the adjoining Lot and/or Living Unit. No Owner may alter or change the color of exterior doors, garage door, siding, trim,

gutters, downspouts, roofing materials, window frames or any other exterior material of a Living Unit without prior written approval of the Architectural Control Committee. No Owner may perform exterior maintenance on any Lot that is otherwise required to be performed by the Association without the prior written approval of the Board of Directors of the Association. No Owner shall make any alterations to and within a Living Unit which may affect the safety or structural integrity of the adjoining Living Unit to which it is attached by a common wall.

Section 2. Common Facilities. To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Section 3. Exterior Maintenance Obligations of Association with Respect to Lots. The Association shall provide ONLY the following exterior maintenance services to each Lot: (i) lawn care (which includes mowing and fertilizing of lawn and trimming bushes); and (ii) snow removal from the paved portions of driveways and service walks only. The timing and frequency of mowing, fertilizing and snow removal shall be determined by the Board of Directors. Each Owner is responsible for properly watering the Owner's lawn and landscaping.

Section 4. Repairs Caused by Owner Acts. In the event that the need for lawn maintenance or repair is caused through the willful or negligent act of the Owner, or an Owner's family, guests or invitees, that Owner shall repay the Association, immediately on demand, all costs associated with maintenance and/or repair. Such costs incurred and demanded by the Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Owner's Lot and the personal obligation of the Owner as an Assessment under Article IV, and the failure of any such Owner to pay the same shall carry with it the same consequences, and may be enforced by the Association in the same manner, as a failure to pay any Assessment when due.

ARTICLE VII

INSURANCE

Section 1. Casualty Insurance. Each Owner of a Living Unit shall continuously maintain casualty insurance affording fire and extended coverage insurance, and such other insurance as each Owner may, in its sole discretion, determine to be advisable.

Section 2. Liability Insurance. The Association shall purchase and maintain comprehensive liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time-to-time. Such comprehensive liability insurance shall provide coverage to the Association, its Board of Directors, any committee of the Association or Board of Directors, the Architectural Control Committee and all persons acting as agents or employees of any of the foregoing with respect to the Association.

Section 3. Other Insurance. The Association shall obtain all insurance required by law to be maintained and such other insurance as the Board of Directors shall from time-to-time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association.

Section 4. Monthly Assessment for Insurance. The premiums for all such insurance maintained by the Association shall be paid from the Monthly Assessment set out in Article IV.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, restrictions or other provisions set forth in this Dedication ("Covenants"), Developer, Association and/or any Owner shall have the right to enforce the Covenants and pursue any and all remedies, at law or in equity, available under applicable Indiana Law, with or without proving any actual damages, including the right to secure injunctive relief. In any such successful legal proceeding, the Association, Developer and/or the Owner bringing the successful action shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred.

Section 2. Amendment. Except as hereinafter limited, this Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Huntington County, Indiana, signed by the Owners (as of the date of the recording) of at least two-thirds (2/3) of the Lots; provided, however, none of the rights, interests, benefits, obligations or any other provision relating to the Developer may be amended or changed in any manner without also having the Developer's written consent on the amending instrument that is recorded with the Recorder of Huntington County, Indiana. In addition, this Declaration may be amended at any time within thirty (30) months after the initial recordation thereof by the Developer - provided it has an ownership interest in any Lot at the time the amending instrument is recorded.

Section 3. Effective Period. This Declaration shall be effective and binding for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Huntington County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidity of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 4. Permission. Each owner by accepting a deed therefore hereby covenants and agrees to grant permission to lawn care companies, snow removal companies and other such companies, and their respective employees, hired or engaged by the Association to access the Owner's Lot for lawn care, snow removal and such other purposes as is the responsibility of the Association pursuant to this Dedication.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants to be executed on this 9th day of JAN 2015.

KILSOQUAH PRESERVE, LLC

By: *Kevan B. Biggs*
Its: MANAGING MEMBER

STATE OF INDIANA)
) SS
COUNTY OF ADAMS)

Before me, the undersigned Notary Public, in and for said County and State, this 9th day of January, 2015, personally appeared Kevan B. Biggs, as Managing Member of Kilsquah Preserve, LLC, over the age of eighteen (18) years, and acknowledged the execution of the foregoing Declaration of Covenants as his voluntary act and deed on behalf of said corporation for the uses and purposes set forth in this document.

Witness my hand and notarial seal this 9th day of January, 2015.



Kathleen Ross
KATHLEEN ROSS
Printed Name

My Commission Expires: 6-15-19

Pursuant to IC 36-2-11-15(d): I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Michael T. Blee

This Instrument Prepared by: Michael T. Blee, Attorney-at-Law - Attorney
Identification No. 4118-02-522 South 13th Street, Decatur, IN 46733