

**KENSINGTON GROVE GUIDELINES FOR ARCHITECTURAL
APPROVAL AND CONSTRUCTION**

INTRODUCTION

Pursuant to the Declaration of Covenants and Restrictions of Kensington Grove as amended and supplemented (herein referred to as the "Declaration"), the Kensington Grove Architectural Control Committee (herein referred to as the "Committee") is charged with the responsibility of preserving and enhancing the values of properties subject to the Declaration, maintaining a harmonious relationship among structures and the natural vegetation and topography of said properties, and providing for the proper functioning of the storm drainage system for said properties. For these purposes, the Committee has the right to promulgate and enforce rules, regulations and guidelines to regulate the exterior design, appearance, use, location and maintenance of lands, and improvements thereon, subject to the Declaration. In order to satisfy this responsibility, the Committee has the right to take the following actions:

- (a) Approve or disapprove plans and specifications for all proposed construction on land subject to the Declaration, and
- (b) Approve or disapprove plans and specifications for all improvements of property on land subject to the Declaration.

The following guidelines for all construction on and improvement of the land subject to the Declaration are hereby adopted by the Committee for guidance to property owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified and amended by the Committee at any time, in accordance with the procedure therefore set forth in the Declaration.

**NOTE: NO NEW CONSTRUCTION OR IMPROVEMENT TO AN
EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR
WRITTEN APPROVAL FROM THE COMMITTEE.**

While the Committee shall have up to fourteen (14) days for the approval or rejection of submitted plans, every effort will be made to complete the review process in a shorter period when necessary to accommodate the needs of property owners.

I. CONSTRUCTION APPROVAL

In order to create and maintain a high quality residential development on the subject property, certain criteria for all construction has been established by the Committee.

The owner or owners of a lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed by or through such owners. In the case of a builder constructing a speculative home the builder will be held responsible for meeting the requirements.

1. METHOD OF APPROVAL

The Committee shall review plans within fourteen (14) days of complete submittal. A "Checklist of Compliance", attached to these Guidelines, shall be returned with one (1) set of plans stamped "Approved", signed and dated by the Committee. The Committee shall retain one (1) set of plans with the Checklist for its files. If the Committee disapproves the

plans, written notice of such shall be given to the lot owner and shall specify the reason or reasons for such disapproval. Construction may not start until all plans have received "approval" from the Committee.

2. RESUBMITTAL

If the Committee has disapproved any of the submitted plans, it is the responsibility of the owner to see that corrections or modifications are made in compliance with the Committee comments. One set of corrected plans shall then be resubmitted with changes "noted". The Committee will make every effort to review and approve the plans as quickly as possible.

3. GENERAL REQUIREMENTS FOR CONSTRUCTION

While detailed construction requirements may vary by specific areas or sections of the property, the general requirements are set forth below.

- (a) Security Deposit. For any and every improvement proposed on each lot, the owner of or builder on said lot shall be required to deposit a \$2500 security deposit with the Developer or Kensington Grove Home Owners Association ("HOA") for the faithful compliance with the Declaration and the architectural guidelines contained herein. The security deposit shall be held in escrow and promptly returned upon completion of the requirements by the owner or builder. In the event owner or builder fails to comply with the terms contained herein and the Declaration, the security deposit shall be applied to any cost that may be incurred by the Developer or HOA for corrective work; provided however the Developer or HOA shall not be obligated to perform any corrective work made necessary by owner or builder.
- (b) Tree Preservation. No existing tree 15' outside of the building, and 10' outside the driveway and parking areas of a lot shall be removed without the prior written approval of the Committee and such approval shall only be granted upon proof of unusual hardship in the practical utilization of the lot. Accordingly, all plot plans submitted to the Committee for approval shall designate thereon all trees outside of the building, driveway and parking areas. The removal or destruction of any such trees without the consent of the Committee shall result in liability of the owner of such lot to replace said trees with trees of the like kind, quality and size.
- (c) Construction Trash. All builders will be required to utilize a thirty (30) cubic yard trash receptacle for each home during periods of construction in order to properly dispose of debris and to preserve the overall appearance of the community while under construction.
- (d) Temporary Driveway. To further preserve the overall appearance of the community during home construction, each builder is required to install and maintain a temporary stone drive on each lot. Such temporary drive shall consist of #2 and/or #53 stone and shall provide for construction access from the public street to the building area. Street shall be kept clean of mud and debris in front of site and leading from site at all times.
- (e) Damage Control. Each builder shall be responsible for damage to adjacent lots caused by its suppliers, agents, delivery men, subcontractors, etc. The undersigned

has inspected the curbs and street sidewalks in front of said lot and found them defect-free and accepts them as is, and is responsible for any damage caused to them while said home is under construction and or any future construction activity.

- (f) Colors and Materials of Homes. Materials used on the exterior of homes and improvements are subject to the approval of the Committee, and all exterior colors are, generally, to be subdued, earthen tones or white and compatible with other structures in or planned for the immediate area.
- (g) Yards. By applicable zoning ordinance, the "front yard" of a lot is considered to be that area between the public street frontage and the house regardless of how the house is faced and minimum front yard and rear yard setbacks must minimally comply with the requirements therefore referred to in the Plat Restrictions. The side yard setbacks for each community, as determined by the Committee, are as follows:

<u>Community</u>	<u>Minimum</u>	<u>Aggregate</u>
The Villages (lots 1043, 62-98)	8'	20'
The Estates (lots 299-310)	10'	25'
The Crossings (lots 44-61, 99-200, 260, 279-288, 297, 298)	8'	20'
The Crossings (lots 261-278, 289-296)	8'	20'
The Overlook (lots 201-259)	10'	20'

All setbacks are subject to approval by the Johnson County Planning and Zoning Department. Also, for lots 1 and 2 in The Villages, the "front yard" and driveway access to the street CANNOT be toward or off of Chancery Boulevard.

- (h) Erosion Control and Tree Protection Measures. The owner or owners of a lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed or engaged by or through such owner or owners. During periods of construction of a home or improvements on a lot, the builder shall provide adequate physical barriers such as straw bales or snow fencing in order to protect trees from damage by construction equipment and related activities. In addition, builders shall be required to exercise erosion control measures to prevent silt transportation to the main drainage ways. Builders shall provide appropriate temporary seeding of disturbed earth areas and temporary wood or straw bale dams to restrict silt-sediment transportation.
- (i) Storm Water Drainage. To aid in the efficient operation of the storm water drainage system of the entire property subject to the Declaration, all water discharged from improvements on such lot including, but not limited to, water discharged from or through roofs, down spouts, sump pumps, gravity drains, water treatment and geothermal devices, patios, pool decks and tennis courts, shall be directed into existing storm drainage facilities. The site plan or plot plan for a lot submitted to the

Committee for its approval shall reflect compliance with the foregoing provisions. The builder is responsible for maintaining proper lot drainage between homes as they are constructed per drainage plan.

- (j) Utilities. All utilities shall be installed underground.

4. **PLANS AND SPECIFICATIONS**

In order to properly review proposed construction, the Committee has established the following drawings as a minimum for submittal to the Committee. Submittal for approval shall include all items below. Clarification drawings and details may be requested by the Committee prior to approval if adequate details are not included in the plans.

- (a) Plot Plan. The plot plan shall include location of all existing trees, proposed structure, driveways, walks, terraces, decks, pools, fences, etc. The plan shall also include all existing and proposed elevations, contours, finished floor elevations, proposed and existing utilities.
- (b) Foundation Plan.
- (c) Floor Plans.
- (d) Elevations. Front, rear, sides.
- (e) Details. Exterior
- (f) Specifications. For all exterior building colors, finishes and materials.

All site related plans shall be drawn at a scale of not less than 1"=30'. All architectural plans are to be drawn at a scale of not less than 1/4"=1'. All plans shall be full dimensioned and presented in duplicate (two sets).

II. **ARCHITECTURAL GUIDELINES**

As noted previously, any new building or improvement or any addition to an existing building or an exterior alteration or change to an existing building must have the prior written approval of the Committee before any work is undertaken. The Committee has established the following additional guidelines, coupled with the Declaration, for specific types of construction and improvements on land subject to the Declaration. Any addition, exterior alteration or change to an existing building shall be compatible with the design character of the original building. Any new detached structure (if permitted) shall be compatible with the existing structure.

1. **FENCES, WALLS, AND SCREENING**

Fencing, walls and screening will be designed and installed to be as harmonious as possible with the architectural character of the community. No fence or screen will be approved if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Committee when reviewing for approval. Fences in general shall not be located any closer to the front of the home than the rear foundation line of the home. The Committee discourages fencing of the entire back yard due to the effect that this fencing may have on

the feeling of spaciousness designed by other property owners. The Committee shall have the right to require additional landscaping on the exterior side of all solid fencing on a lot (i.e. on the sides of such fencing facing away from the house on such lot). Fences may be privately installed but must be constructed to professional levels of quality.

- (a) Height Restriction. The Committee is of the opinion that the environmental 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 Committee, therefore, will approve fences up to four (4) feet in height which otherwise meet these guidelines. The Committee will give consideration, however, to a variance in this height limit where clearly unique circumstances exist.
- (b) Materials and Finish.
 - (1) Wrought Iron fencing will be approved if, in the sole discretion of the Committee, the design is in conformity with the architectural design of the community, subject to the Committee's right to require landscaping on the exterior sides thereof and is located in an area where the environmental integrity of the community or neighboring lots is not lessened or compromised.
 - (2) Chain-link fencing is not permitted.
 - (3) Wood fencing is not permitted.
 - (4) Walls above grade should be constructed of natural stone, masonry or attractive timber. (Railroad ties will not be allowed.)

2. LANDSCAPE MATERIALS

Each home is required to have a minimum planting requirement of:

Front and Side Yard

2 Deciduous shade trees	2-2 1/2" caliper
1 Flowering tree	1-1 1/2" caliper
3 Conifer trees	8-10' height
6 Shrubs	3-4' height
10 Shrubs	18-24" spread

3. LAWNS

All yards are to be seeded as the minimum requirement. All established lawns are required to be fertilized and weeded as necessary to insure a quality lawn appearance at all times.

4. RETAINING WALLS

Retaining walls must be architecturally compatible with the exterior of the home (i.e. stone; brick or milled timber). Railroad tie retaining walls will not be approved.

5. ROOFS

All roofing materials must be of either wood shingle or a "dimensional" shingle as approved by the Committee.

6. MAILBOXES

In order to preserve the overall aesthetic appearance of the subdivision properties subject to the Declaration, all mailboxes will be of like design, type and color as required by the Developer and/or HOA. Each mailbox will be purchased from Developer at the initial closing of each lot for \$650 and said mailbox will be held in inventory until its installation. Each mailbox will be installed at the Developer's and/or HOA's direction upon the successful completion of the home located on each lot.

7. ACCESSORY BUILDINGS (THE ESTATES ONLY)

Up to one additional accessory building shall be allowed on each lot in The Estates with the approval of the Committee. This building may not contain more than 1000 square feet on its ground level, and must be built with exterior finishes and features that are consistent with and the same as the home on said lot. This accessory building may not contain living quarters, and may only be built concurrently with or after the completion of the home on said lot.

8. MISCELLANEOUS

- (a) All construction trades performing work on any structure or other improvement on any lot in the property subject to the Declaration will be expected to do their work in a professional manner, and in accordance with all standards published by the recognized trade councils of their respective industries, and it shall be understood that all work performed in such property shall be of high quality. It is not the duty or the responsibility of the Committee to supervise or inspect the quality of construction performed by the construction trades, but should the Committee discover what it considers "low quality work" or work being performed which is not in accordance with the plans approved by the Committee, the owner of the lot and the holder of the building permit for the work in question (if known) may be notified and the work shall be corrected to a professional standard and made to conform to the approved plans.
- (b) Should the determination of the Committee in this regard be challenged by the owner of the lot or the holder of the building permit, such challenge shall be in writing and served upon the Committee accompanied by a certified letter from an architect registered to practice in the State of Indiana and bearing his signed seal stating that, in his professional opinion, the work in question is in accordance with the plans approved by the Committee and meets the quality standards herein required.

- (c) Should the Committee still disagree and feel the work is substandard or not in accordance with the approved plans, a panel of three architects will be chosen to review the work and their majority vote shall constitute the final determination as to what, if any, action is required. Should such panel of architects rule the work substandard or not in accordance with the approved plans, then the work shall be re-executed to professional standards and in accordance with the approved plans within thirty (30) days. In any case in which such a panel of architects is to make a determination hereunder, one such architect shall be selected by the Committee, one by the owner of the lot (or his builder), and the third by the two so selected. If either party fails to select its architect and advise the other of such selection within five (5) days after the date upon which the Committee notifies the owner of the lot or the holder of the building permit that the Committee still feels the work is substandard or not in accordance with the approved plans, then the single architect selected by one of the parties shall serve alone as the panel of architects to make such final determination. The costs and expenses of the architectural review panel selected to determine any such dispute shall be borne and paid in equal shares, one-half (1/2) by the Association and one half (1/2) by the owner of the affected lot.

- (d) Neither the developer of the property subject to the Declaration nor the HOA nor any member of the Committee shall at any time have any liability whatsoever to the owner of any lot in such property or to any holder of a building permit for any improvements to be located thereon nor to any other person for any determination or decision made by the Committee in the exercise of its duties and responsibilities or for any actions taken or attempts made by the Developer or the HOA or the Committee to enforce quality construction practices in the subject property.

The manufacturer's printed instruction and directions for the application or installation of their products shall always constitute the minimum standard for the application or installation of that product.

If this instrument is being executed by Builder, Builder agrees to obtain written acceptance and approval of this instrument from its purchaser prior to the re-sale of the Lot or completion of improvements on the Lot by Builder.

By my signature below I certify that I have read the entire contents of this document and agree to comply with the requirements contained herein.

Lot # _____

 Builder/Lot Owner

 Lot Owner

 Date

 Date