

Bluestone/Wintercove Transition Items

The Bluestone ("BS") and Wintercove ("WC") homeowners' associations hereby agree to the following segregation of expenditures pertaining to Common Areas.

Easy Street irrigation system (equipment only):

1. The South Side irrigation system runs between the curb and sidewalk along the southern edge of Easy Street from Allisonville Road to the Wintercove entrance sign, turns north under Easy Street and irrigates the north Wintercove entrance sign area. Bluestone will continue to irrigate the Wintercove north entrance area as long as the main line is operational. Bluestone reserves the right to terminate this obligation upon transfer by Wintercove of its responsibility to another party.
2. The North Side Irrigation system runs between the curb and sidewalk along the northern edge of Easy Street, from Allisonville Road to the entrance to Courtyard Lakes condominiums. Wintercove will repair damaged, broken or worn components of this portion of the irrigation system. Wintercove reserves the right to transfer this responsibility to the owner of this real estate after the separation.

Easy Street irrigation system (water usage only):

The "Bluestone water meter – Indianapolis Water Co. #279127" is located at the southwest corner of Easy Street and Bluestone Way. The "Wintercove water meter – Indianapolis Water Co. #281979" is located at the northwest corner of Easy Street and Village Square Lane.

3. Bluestone will pay the water bill for the Indianapolis Water Co. meter #279127, which is connected to the irrigation system along Allisonville Road and the south side of Easy Street. The quantity of water used shall be based on a schedule established by the irrigation contractor.
4. Wintercove will pay the water bill for the Indianapolis Water Co. meter #281979, which is connected to the irrigation system on the north side of Easy Street. The quantity of water used shall be based on a schedule established by the irrigation contractor.
5. Wintercove reserves the right to transfer its responsibility to the owner of this real estate after the separation.

CHICAGO TITLE

Intersection of Easy Street and Village Square Lane: Brick wall and landscape areas:

6. Wintercove is responsible for the northwest and northeast corners. Wintercove reserves the right to transfer this responsibility to the owner of this real estate after the separation.

7. Bluestone is responsible for the southwest and southeast corners.

Easy Street snow removal : No responsibility for either Bluestone or Wintercove.

Easy Street – Grass and landscape maintenance:

8. Wintercove is responsible for the north side of Easy Street from Allisonville Road to the Wintercove entrance according to the covenants and by-laws. Wintercove reserves the right to transfer these responsibilities to the owner of this real estate after the separation. Reference Wintercove section-one, Block # A and Exhibit-C.
9. Bluestone is responsible for the south side of Easy Street and east side of Allisonville Road within its platted property according to the covenants and by-laws. Reference Bluestone section-one, Block # A, B and C.

Three retention ponds and drainage areas:

10. Wintercove section one and two and Bluestone section one and two will be responsible for maintenance of their respective platted drainage areas in accordance with all codes and ordinances. **Wintercove** will be responsible for the maintenance and drainage of its Block #A (North Pond), Block #B (east section of the south pond and common area) and Block #C (common area, section two) within its platted areas and in accordance with all codes and ordinances. Bluestone will be responsible for the maintenance and drainage of its Block #A (Allisonville Road pond), Block #B (2/3rd of the south pond), Block # C (Bluestone entrance) and Block #D (Bluestone section two) within its platted areas and in accordance with all codes and ordinances.

South pond (Bluestone Block #B and Wintercove Block #B)

11. Wintercove will pay for the electricity to run the South Pond fountain.
Duke Energy - #7770-3216-02-4
Electric for north pond fountain (Wintercove Block #A)
Electric for south pond fountain (Wintercove Block #B)
Electric for Wintercove entrance wall lights (Wintercove Block # A and B)
12. Bluestone will be responsible for maintenance of the South Pond fountain that is currently located in the area of the Pond on Wintercove, Block #B, platted property.
13. Wintercove will maintain the Pond shoreline that falls within its Block #A and B platted property.
14. Bluestone will provide algae control and/or other chemical treatment for Wintercove's Block #B portion of the Pond when treating the Bluestone's portion.

Electric meter (located at the southwest corner of Easy Street and Bluestone Way):

15. Bluestone will pay the electric bill for the existing services supplied through this meter (Duke Energy #7770-3216-02-4), e.g. the irrigation systems. Wintercove shall be responsible for the cost to repair or maintain the underground electric line running from the meter to the northwest corner of Village Square Lane and Easy Street should such repairs be necessary. Bluestone reserves the right to terminate this obligation upon transfer by Wintercove of its irrigation system responsibility for the

north side of Easy Street to another party.

Duke Energy - #9770-3216-01-7

Electric for Allisonville pond fountain/lights (Bluestone Block#A)

Electric for Allisonville / Easy Street irrigation systems (Bluestone Block#A and B) and (Wintercove Block #B)

Electric for irrigation system for north side of Easy Street (Covenant Exhibit #C)

Street light Lease:

16. Wintercove will assume the existing lease obligation for five street lights located along the north side of Easy Street. Wintercove reserves the right to transfer these to the owner of the real estate after the separation.

Duke Energy - #4000-3050-01

17. Bluestone will assume the existing lease obligation for five street lights located along the south side of Easy Street.

Duke Energy - #4000-3050-01

Property Tax:

18. Wintercove will pay the property taxes pertaining to its platted area.

19. Bluestone will pay the property taxes pertaining to its platted area.

Storm water and sewer assessment:

20. Bluestone and Wintercove will pay any storm water and/or sewer assessments pertaining to their respective platted areas. Both parties shall work toward an equitable division of shared costs when such costs are unknown.

<u>Service Location</u>	<u>Block</u>	<u>Account No.</u>	<u>Tax Parcel</u>
Bluestone	A	004475-000	1514020014045000
Bluestone	B	004384-000	1514020014046000
Bluestone	C	004256-000	1514020014047000
Bluestone/Catboat Court	D	004346-000	1514020025008000
Wintercove/7434 Easy Street	A	001211-000	1514020022033000
Wintercove/7433 Easy Street	B	001209-000	1514020022034000
Wintercove/Northhampton	C	003640-000	1514020036034000

Note #-1 As of July 2010, the storm water assessment is billed annually in February and due in March.

Other vendor information:

Nationwide Insurance - Policy #971284670 (\$119/month)

Directors' liability

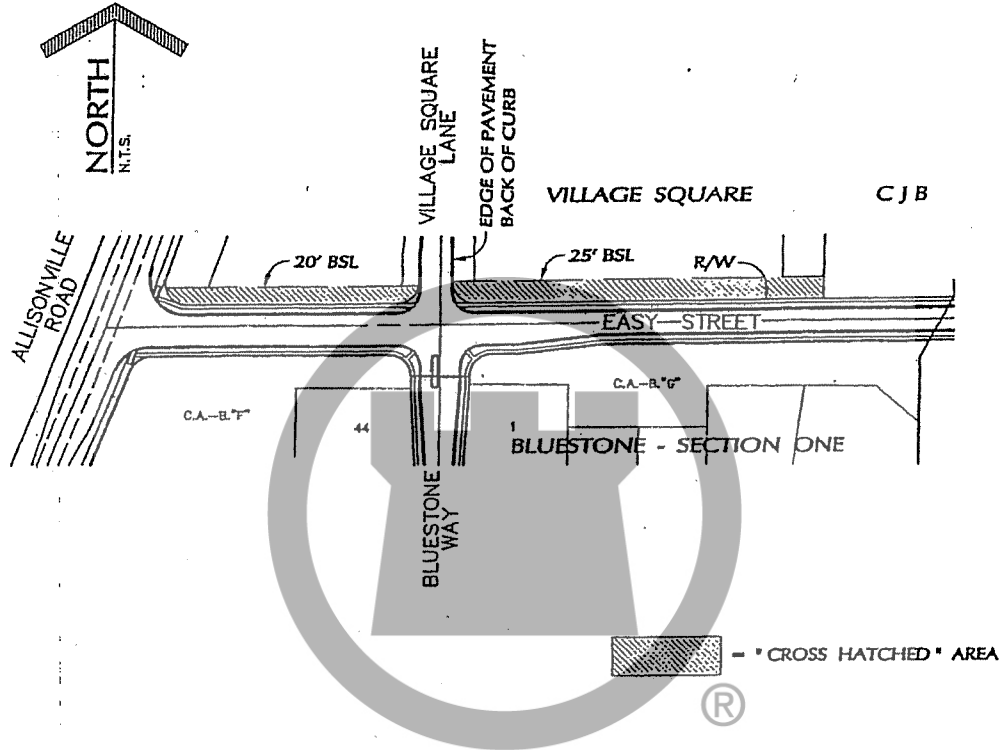
Wintercove entrance wall damage coverage

Pond fountain electrical damage coverage



CHICAGO TITLE

MELTON-PACKARD & ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
6910 N. Shadeland Avenue • Indianapolis, Indiana 46220



CHICAGO TITLE EXHIBIT "C"



**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Mary K. Coari, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 1 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10943 Bluestone Way, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.



Mary K. Coari



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Mary K. Coari, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James C. Hoff
Notary Public

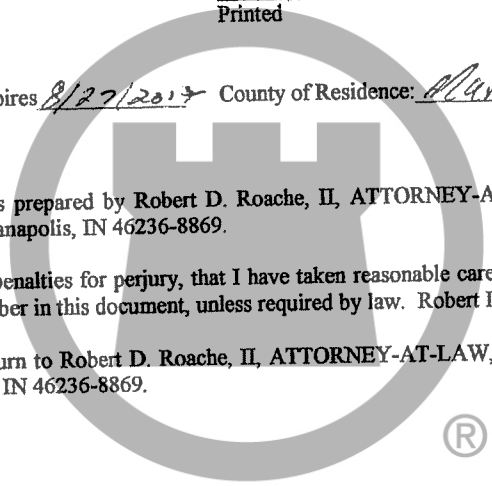
James A. Hoff
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Sharyle L. Stonecipher, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 2 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10929 Bluestone Way, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


Sharyle L. Stonecipher

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Sheryle L. Stonecipher, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James M. Hoff
Notary Public

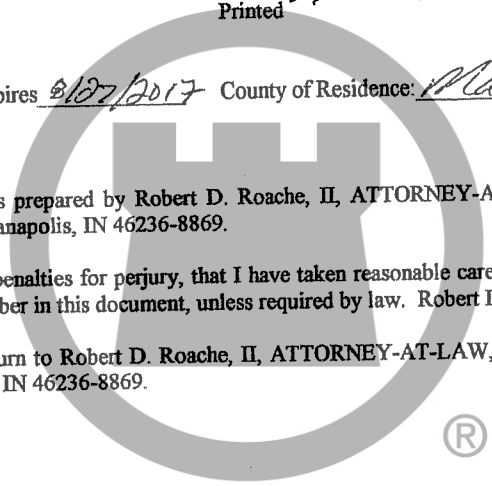
James M. Hoff
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Linda G. Sherrill, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

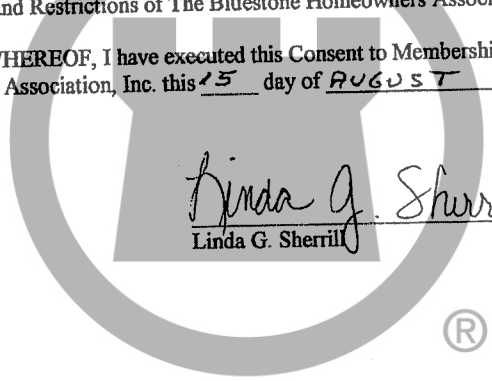
LOT NUMBER 3 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7316 Lightship Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of AUGUST, 2010.


Linda G. Sherrill



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared Linda G. Sherrill, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James L. Hoffer
Notary Public

James L. Hoffer
Printed

My Commission Expires 8/21/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869. ®

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**


Jimmie D. Isom and Wanda Isom, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 4 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7330 Lightship Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.



Jimmie D. Isom



Wanda Isom



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Jimmie D. Isom and Wanda Isom, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

[Signature]
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2019 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Georgean M. Lycas, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 5 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7334 Lightship Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August 2010.


Georgean M. Lycas



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Georgean M. Lycas, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Abbe
Notary Public

James A. Abbe
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Walter F. Flagg and Frances Flagg, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 6 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7358 Lightship Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 10th day of August, 2010.



Walter F. Flagg



Frances Flagg 

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF IN)

Before me, a Notary Public, in and for said County and State, personally appeared Walter F. Flagg and Frances Flagg, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 10th day of August, 2010.



BRYAN MITZELFELT
HAMILTON COUNTY
NOTARY PUBLIC
STATE OF INDIANA
MY COMMISSION OCT. 14, 2016

[Signature]
Notary Public

Bryan J. Mitzelfelt
Printed

My Commission Expires 10/14/2016 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Bryan Auer and Janet Auer, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 7 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7373 Lightship Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of Aug., 2010.



Bryan Auer



Janet Auer



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Bryan Auer and Janet Auer, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoff
Notary Public

James A. Hoff
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Terri Graham Revocable Trust of 2008 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 8 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7359 Lightship Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: Terri S. Graham, Trustee
Terri S. Graham, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Terri S. Graham, in her capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

[Signature]
Notary Public

James A Hill
Printed

My Commission Expires 8/27/2017 County of Residence: Merion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Bernard F. Hartz (Marital) Trust dated September 6, 1995 and the Elsa M. Hartz Testamentary Trust (the "Trusts"), both being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 9 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7345 Lightship Court, Fishers, Indiana 46038.

We, as Trustees of both Trusts and for the heirs, successors and assigns of the Trusts, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: Bernard F. Hartz
Bernard F. Hartz, Trustee

By: Thomas J. Hartz
Thomas J. Hartz, Trustee



CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Bernard F. Hartz and Thomas J. Hartz, in their capacity as Trustees of both Trusts, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James C. Hoffe
Notary Public

James A. Hoffe
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**


Barry D. Lantz, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 10 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7331 Lightship Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


Barry D. Lantz



CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Barry D. Lantz, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of his knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James R. Hoff
Notary Public

James R. Hoff
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Joseph H. Stricker, Jr., being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 11 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7317 Lightship Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of July, 2010.



Joseph H. Stricker, Jr.



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph H. Stricker, Jr., who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of his knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Heffer
Notary Public

James A. Heffer
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

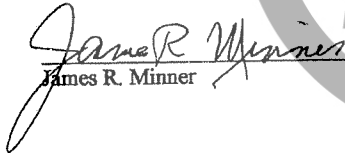
James R. Minner and Carol J. Minner, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:



LOT NUMBER 12 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7303 Lightship Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


James R. Minner


Carol J. Minner 

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared James R. Minner and Carol J. Minner, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James C. Haffa
Notary Public

James A. Haffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**



Delvin R. Hart, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 13 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7289 Lightship Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


Delvin R. Hart 

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Patricia A. Hoyte Revocable Trust (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 14 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10899 Lightship Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: Patricia A. Hoyte
Patricia A. Hoyte, Trustee **TRUSTEE**



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Patricia A. Hoyte, in her capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15 day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Revocable Trust Agreement of Jack W. Armantrout (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 15 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7270 Catboat Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: Jack W. Armantrout
Jack W. Armantrout, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Jack W. Armantrout, in his capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of his knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James C. Hoffer
Notary Public

James A. Hoffer
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Ronald L. Mustard and Belva I. Mustard Joint Revocable Trust, dated October 8, 2002 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 16 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7284 Catboat Court, Fishers, Indiana 46038.

We, as Trustees of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of AUGUST, 2010.

By:


Ronald L. Mustard, Trustee

By:


Belva I. Mustard, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Ronald L. Mustard and Belva I. Mustard, in their capacity as Trustees of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The K. and E. Rott Family Trust (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 17 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7298 Catboat Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.

By: Elizabeth A. Rott
Elizabeth A. Rott, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Elizabeth A. Rott, in her capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoff
Notary Public

James A Hoff
Printed

My Commission Expires 8/27/2012 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Marvin L. and Rosemary I. Antonides Revocable Trust, dated September 10, 2002 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 18 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7312 Catboat Court, Fishers, Indiana 46038.

We, as Trustees of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.

By: Marvin L. Antonides
Marvin L. Antonides, Trustee

By: Rosemary I. Antonides
Rosemary I. Antonides, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Marvin L. Antonides and Rosemary I. Antonides, in their capacity as Trustees of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

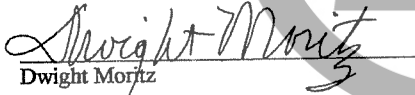
Dwight Moritz and Nancy Moritz, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 19 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7326 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

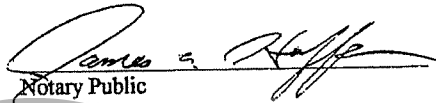

Dwight Moritz


Nancy Moritz

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Ham. Hon.)

Before me, a Notary Public, in and for said County and State, personally appeared Dwight Moritz and Nancy Moritz, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.


Notary Public

James A. Hoff
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Charlotte R. Pierson, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 20 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7340 Catboat Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


Charlotte R. Pierson



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared Charlotte R. Pierson, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869. ®

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

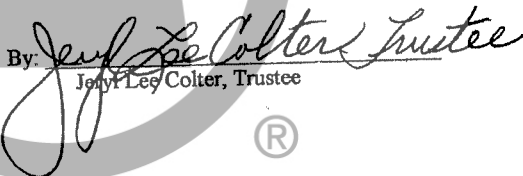
The Jeryl Lee Colter Living Trust dated February 15, 2000 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 21 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7354 Catboat Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: 
Jeryl Lee Colter, Trustee

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Jeryl Lee Colter, in her capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/22/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

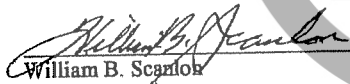
William B. Scanlon and Marguerite C. Scanlon, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:


LOT NUMBER 22 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7368 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 10 day of August, 2010.


William B. Scanlon


Marguerite C. Scanlon

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared William B. Scanlon and Marguerite C. Scanlon, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoff
Notary Public

James A. Hoff
Printed

My Commission Expires 8/22/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**


R. James White and Judith M. White, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:


LOT NUMBER 23 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7383 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


R. James White


Judith M. White (R)

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared R. James White and Judith M. White, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James G. Hoff
Notary Public

James H. Hoff
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Mellendorf Living Trust under a Trust Agreement dated April 20, 2007 Trust (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 24 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7369 Catboat Court, Fishers, Indiana 46038.

We, as Trustees of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this ____ day of _____, 2010.

By: Loren D. Mellendorf By: Patricia J. Mellendorf
Loren D. Mellendorf, Trustee Patricia J. Mellendorf, Trustee

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Loren D. Mellendorf and Patricia J. Mellendorf, in their capacity as Trustees of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

[Signature]
Notary Public

[Signature]
Printed

My Commission Expires 8/27/2017 County of Residence: Merion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Rita June Clark (Marital) Living Trust, dated September 6, 2000 and The Richard H. Clark Family Trust (the "Trusts"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 25 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7355 Catboat Court, Fishers, Indiana 46038.

I, as Trustee of both Trusts and for the heirs, successors and assigns of the Trusts, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: Rita June Clark
Rita June Clark, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Rita June Clark, in her capacity as Trustee of both Trusts, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 25th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Merion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869. ®

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The William B. and Betty P. Williams Living Trust (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 26 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7341 Catboat Court, Fishers, Indiana 46038.

We, as Trustees of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.

By: William B. Williams By: Betty P. Williams
William B. Williams, Trustee Betty P. Williams, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared William B. Williams and Betty P. Williams, in their capacity as Trustees of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

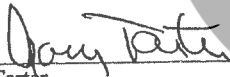
Gary Tarter and Linda Tarter, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 27 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7327 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.



Gary Tarter



Linda Tarter (R)

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Gary Tarter and Linda Tarter, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15 day of August, 2010.

James A. Hoffa
Notary Public

James A Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**


Stanley M. Harris and Linda K. Harris, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 28 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7313 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


Stanley M. Harris


Linda K. Harris (R)

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Stanley M. Harris and Linda K. Harris, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffe
Notary Public

James A. Hoffe
Printed

My Commission Expires 8/27/2012 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Rosalind Howell Living Trust, dated December 12, 2000 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 29 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7299 Catboat Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trusts, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: Rosalind Howell
Rosalind Howell, Trustee



CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Rosalind Howell, in her capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15 day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869. ®

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Jeff T. Bertsch and Kathy D. Bertsch, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 30 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7285 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.

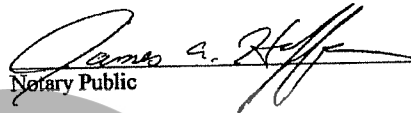
Jeff T. Bertsch
Jeff T. Bertsch

Kathy D. Bertsch
Kathy D. Bertsch (R)

CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Jeff T. Bertsch and Kathy D. Bertsch, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.


Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Theodore V. Landberg and Jeanette A. Landberg, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

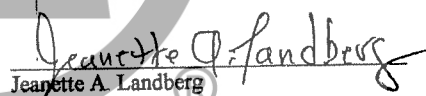
LOT NUMBER 31 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7271 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


Theodore V. Landberg


Jeanette A. Landberg

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Theodore V. Landberg and Jeanette A. Landberg, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Marilyn K. Talkington, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 32 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7257 Catboat Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


Marilyn K. Talkington
Marilyn K. Talkington

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Marilyn K. Talkington, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 18th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

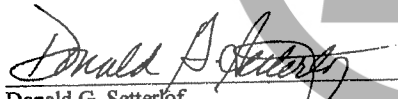
Donald G. Setterlof and Margaret A. Setterlof, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 33 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7243 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


Donald G. Setterlof


Margaret A. Setterlof

CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Donald G. Setterlof and Margaret A. Setterlof, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James E. Hoff
Notary Public

James A. Hoff
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Steven E. Dunlap and Patricia L. Dunlap, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

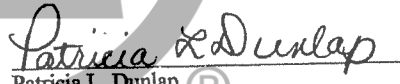
LOT NUMBER 34 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7229 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


Steven E. Dunlap


Patricia L. Dunlap (R)

CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Steven E. Dunlap and Patricia L. Dunlap, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffe
Notary Public

James A. Hoffe
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The William S. Fitzpatrick and Clare Young Fitzpatrick Revocable Living Trust, dated February 2, 2005 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 35 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7215 Catboat Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: 
William S. Fitzpatrick, Trustee


CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared William S. Fitzpatrick, in his capacity as Trustees of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of his knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffe
Notary Public

James A. Hoffe
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Edson Family Trust, dated August 18, 1998 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 36 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

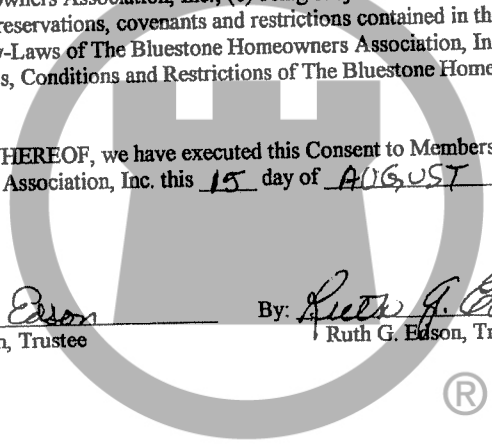
The address of such real estate is commonly known as 7201 Catboat Court, Fishers, Indiana 46038.

We, as Trustees of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of AUGUST, 2010.

By: Allison C. Edson
Allison C. Edson, Trustee

By: Ruth G. Edson
Ruth G. Edson, Trustee



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Allison C. Edson and Ruth G. Edson, in their capacity as Trustees of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

[Signature]
Notary Public

[Signature]
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

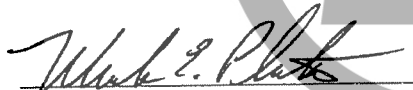
Mark E. Pluta and Symone E. Pluta, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 37 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7200 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


Mark E. Pluta


Symone E. Pluta (R)

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Mark E. Pluta and Symone E. Pluta, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**


Eugene J. Camfield and Margaret G. Arfman, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 38 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

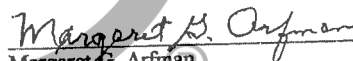
The address of such real estate is commonly known as 7228 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 45 day of Aug, 2010.



Eugene J. Camfield

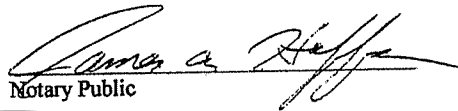


Margaret G. Arfman

CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Eugene J. Camfield and Margaret G. Arfman, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.


Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Toroni Family Living Trust, dated March 11, 1993 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 39 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10872 Lightship Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trusts, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.

By: 
Eunice M. Toroni, Trustee



CHICAGO TITLE

STATE OF INDIANA)
)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Eunice M. Toroni, in her capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

[Signature]
Notary Public

[Signature]
Printed

My Commission Expires 8/27/2013 County of Residence: Muskegon

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869. ®

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

The Edwin M. Weida and Pauline M. Weida Revocable Living Trust, dated August 23, 2001 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 40 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10886 Lightship Court, Fishers, Indiana 46038.

We, as Trustees of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By: Edwin M. Weida Edwin M. Weida, Trustee By: Pauline M. Weida Pauline M. Weida, Trustee

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Edwin M. Weida and Pauline M. Weida, in their capacity as Trustees of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James C. Hoffe
Notary Public

James A. Hoffe
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Gerald W. Pinkston, Florence E. Pinkston and Jim D. Pinkston, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 41 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10900 Lightship Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

Gerald W. Pinkston
Gerald W. Pinkston

Florence E. Pinkston
Florence E. Pinkston

Jim D. Pinkston
Jim D. Pinkston

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Gerald W. Pinkston, Florence E. Pinkston, and Jim D. Pinkston, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffe
Notary Public

James A. Hoffe
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Raymond F. Hollinden and Ann N. Hollinden, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

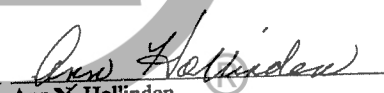
LOT NUMBER 42 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10914 Lightship Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


Raymond F. Hollinden


Ann N. Hollinden

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Raymond F. Hollinden and Ann ~~X~~ Hollinden, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffer
Notary Public

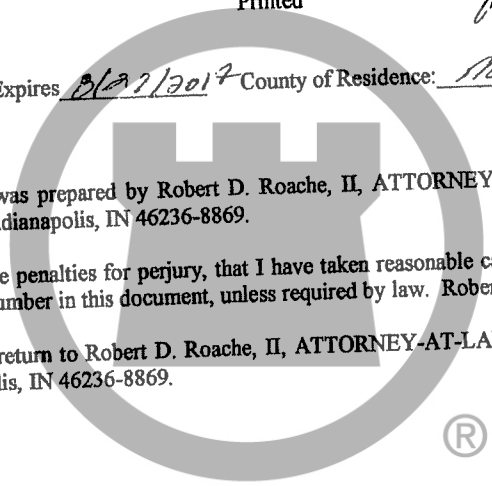
James A. Hoffer
Printed

My Commission Expires 02/27/2017 County of Residence: Morgan

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Ronnie L. Chitwood and Christa L. Chitwood, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 43 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10928 Bluestone Way, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.


Ronnie L. Chitwood


Christa L. Chitwood

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Ronnie L. Chitwood and Christa L. Chitwood, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

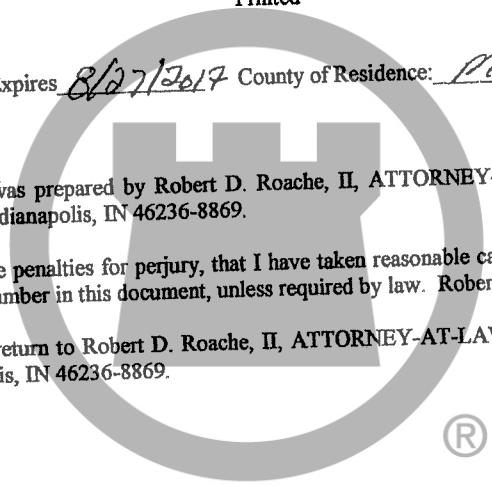
James A Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Plarion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Alice A. Pressly, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 44 IN BLUESTONE, SECTION ONE, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9755717 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 10942 Bluestone Way, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


Alice A. Pressly

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Alice A. Pressly, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869. ®

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

James R. Belcher and Veronica R. Belcher, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 45 IN BLUESTONE, SECTION TWO, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9926026 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7382 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.

James R. Belcher
James R. Belcher

Veronica R. Belcher
Veronica R. Belcher



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared James R. Belcher and Veronica R. Belcher, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Joe B. Clymer and Barbara A. Clymer, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 46 IN BLUESTONE, SECTION TWO, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9926026 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7396 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.

Joe B. Clymer
Joe B. Clymer

Barbara A. Clymer
Barbara A. Clymer



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Joe B. Clymer and Barbara A. Clymer, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Faye B. Sigman, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 47 IN BLUESTONE, SECTION TWO, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9926026 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7410 Catboat Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15th day of August, 2010.


Faye B. Sigman

®

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Faye B. Sigman, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

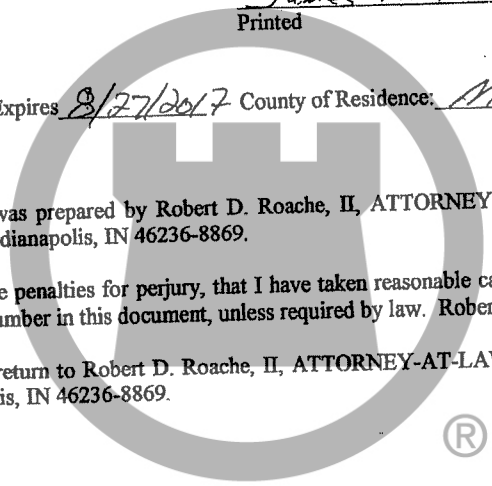
James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**


Timothy W. Snyder, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 48 IN BLUESTONE, SECTION TWO, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9926026 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7424 Catboat Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.



Timothy W. Snyder



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Timothy W. Snyder, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of his knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James M. Hoffa
Notary Public

James M Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Madison

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869. ®

CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Christopher D. Emmons, being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 49 IN BLUESTONE, SECTION TWO, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9926026 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7423 Catboat Court, Fishers, Indiana 46038.

I, for myself and for my heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 16 day of August, 2010.


Christopher D. Emmons

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Christopher D. Emmons, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of his knowledge and belief. Subscribed and sworn to before me this 16 day of AUGUST, 2010.

Anthony J Hanna
Notary Public

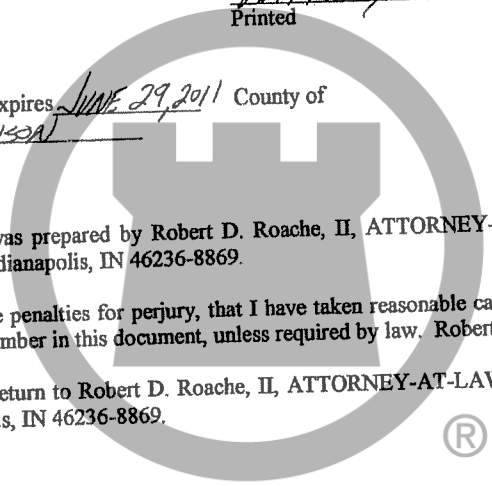
Anthony J Hanna
Printed

My Commission Expires JUNE 29, 2011 County of
Residence: HOVAT

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

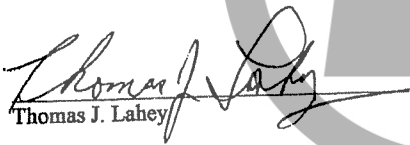
Thomas J. Lahey and Laurene M. Lahey, being the fee simple owners of the following described real estate located in Hamilton County, State of Indiana:

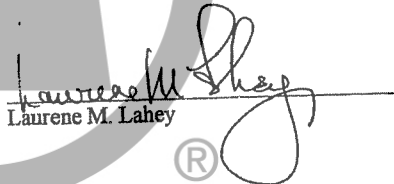
LOT NUMBER 50 IN BLUESTONE, SECTION TWO, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9926026 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7411 Catboat Court, Fishers, Indiana 46038.

We, for ourselves and for our heirs, successors and assigns, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, we have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

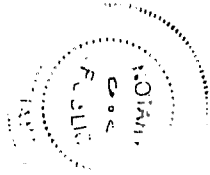

Thomas J. Lahey


Laurene M. Lahey

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Thomas J. Lahey and Laurene M. Lahey, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of their knowledge and belief. Subscribed and sworn to before me this 15th day of AUGUST, 2010.



James A Hoffa
Notary Public

James A Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

**CONSENT TO MEMBERSHIP IN THE
BLUESTONE HOMEOWNERS ASSOCIATION, INC.**

Robert E. and Martha J. Marchino Living Trust dated December 17, 1998 (the "Trust"), being the fee simple owner of the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 51 IN BLUESTONE, SECTION TWO, AN ADDITION IN THE TOWN OF FISHERS, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 9926026 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

The address of such real estate is commonly known as 7397 Catboat Court, Fishers, Indiana 46038.

I, as Trustee of the Trust and for the heirs, successors and assigns of the Trust, hereby consent to: (a) the separation of The Bluestone/Wintercove Homeowners Association, Inc. into two (2) separate and distinct associations, consisting of the communities of Bluestone and its relative common areas and Wintercove and its relative common areas; (b) withdrawing as a member in The Bluestone/Wintercove Homeowners Association, Inc. and becoming a member in The Bluestone Homeowners Association, Inc.; (c) being subject to the terms, conditions, easements, agreements, reservations, covenants and restrictions contained in the Articles of Incorporation and the By-Laws of The Bluestone Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of The Bluestone Homeowners Association, Inc.

IN WITNESS WHEREOF, I have executed this Consent to Membership in The Bluestone Homeowners Association, Inc. this 15 day of August, 2010.

By 
Martha J. Marchino, Trustee

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said County and State, personally appeared Martha J. Marchino, in her capacity as Trustee of the Trust, who acknowledged the approval and Consent to Membership in The Bluestone Homeowners Association, Inc. and who, having been duly sworn, stated that the statements contained herein are true to the best of her knowledge and belief. Subscribed and sworn to before me this 15th day of August, 2010.

James A. Hoffa
Notary Public

James A. Hoffa
Printed

My Commission Expires 8/27/2017 County of Residence: Marion

This Instrument was prepared by Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.

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. Robert D. Roache, II

After recording, return to Robert D. Roache, II, ATTORNEY-AT-LAW, 8144 Bowline Court, Indianapolis, IN 46236-8869.



CHICAGO TITLE

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09/21/2010 01:33:48P 32 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

Cross-References: 1997-55716; 1998-41425; 1998-64360; 2005-44567; 2008-20257

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS**

WINTERCOVE

This Second Amended and Restated Declaration (hereafter "Second Amended and Restated Declaration"), is made as of the date set forth below.

WITNESSETH:

WHEREAS, the following facts are true:

WHEREAS, Bluestone, LLC, an Indiana limited liability company, and Wintercove, LLC, an Indiana limited liability company (collectively referred to as the "Original Developer"), was the owner of certain real estate located in Hamilton County, Indiana, that was subjected to the "Declaration of Covenants and Restrictions of Bluestone/Wintercove" that was recorded on December 24, 1997, as Instrument No. 1997-55716 in the Office of the Recorder of Hamilton County, Indiana (the "Original Declaration"), upon which the Original Developer developed certain phases of residential subdivisions that became known as Bluestone and Wintercove;

WHEREAS, the Original Developer constructed certain improvements and amenities which constitute Community Area (hereafter defined);

WHEREAS, the Original Developer desired to provide for the preservation and enhancement of the property values, amenities and opportunities in Bluestone and Wintercove and for the maintenance of the property and the improvements thereon, and to this end subjected the property to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, each of which was and is for the benefit of the Lots and lands in the property and the future owners thereof;

WHEREAS, the Original Developer deemed it desirable, for the efficient preservation of the values and amenities in Bluestone and Wintercove, to create an agency to which was delegated and assigned the powers of owning, maintaining and administering the Community Area, administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the health, safety and welfare of the Owners of Lots;

WHEREAS, the Original Developer incorporated under the laws of the State of Indiana a not-for-profit corporation known as The Bluestone/Wintercove Homeowners Association, Inc. for the purpose of exercising such functions;

WHEREAS, the Original Declaration was subsequently superseded and replaced by the "Amended and Restated Declaration of Covenant and Restrictions for Bluestone/Wintercove" that

was recorded on November 12, 1998, as Instrument No. 1998-64360 in the Office of the Recorder of Hamilton County, Indiana (the "Amended and Restated Declaration");

WHEREAS, the Amended and Restated Declaration was subsequently amended by the "First Amendment to the Amended and Restated Declaration of Covenants and Restrictions of Bluestone/Wintercove" that was recorded on July 18, 2005, as Instrument No. 2005-44567 in the Office of the Recorder of Hamilton County, Indiana, and the "Second Amendment to the Amended and Restated Declaration of Covenants and Restrictions of Bluestone/Wintercove" that was recorded on April 16, 2008, as Instrument No. 2008-20257 in the Office of the Recorder of Hamilton County, Indiana. The Amended and Restated Declaration, as amended by the First Amendment and the Second Amendment, shall be referred to hereafter as the "Declaration";

WHEREAS, the sections of the property consisting of Bluestone and Wintercove are different in certain respects and are clearly distinguishable from each other;

WHEREAS, the Owners within both Bluestone and Wintercove desire to separate the two communities so that they are no longer subject to the same covenants and restrictions, and so that they each have their own homeowners association.

WHEREAS, to accomplish said desires, the Owners of Lots within both Bluestone and Wintercove desire to amend certain provisions of the Declaration and to restate the same for the convenience of the Owners such that this Second Amended and Restated Declaration of Covenants and Restrictions in no way nullifies or changes the Declaration or the effective date of the Declaration. However, upon the date of recording of this Second Amended and Restated Declaration with the Office of the Recorder of Hamilton County, Indiana, the Original Declaration and the Amended and Restated Declaration (as amended) shall no longer be in effect and shall be replaced by the following. THE RESULT WILL BE THAT THIS SECOND AMENDED AND RESTATED DECLARATION WILL ONLY APPLY TO THE LOTS WITHIN WINTERCOVE. THE OWNERS WITHIN BLUESTONE ARE SIMULTANEOUSLY APPROVING A NEW DECLARATION OF COVENANTS AND RESTRICTIONS THAT WILL ONLY APPLY TO THE OWNERS AND LOTS WITHIN BLUESTONE.

WHEREAS, the Declaration contained exhibits. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Hamilton County Recorder. Those exhibits, however, are not exhibits to this Second Amended and Restated Declaration. Except as to any exhibits to the Declaration that may remain relevant, all other provisions of the Declaration are hereby modified in their entirety, and superseded by this Second Amended and Restated Declaration.

NOW, THEREFORE, the requisite number of Owners of Lots in both Wintercove and Bluestone hereby amend and restate the Declaration such that all of the platted dwellings, Lots and lands located within Wintercove as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the

improvement and sale of said dwellings, Lots and lands in Wintercove. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said dwellings and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners 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 subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Declaration which is applicable to all Owners and residents within Wintercove is hereby amended and restated as follows:

1. Definitions. The following terms, as used in this Second Amended and Restated Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Access Easements" means a portion of a Lot denoted on the Plat as an area to be maintained by the Association as a means of access by any Owner to a Common Area.

(b) "Architectural Review Board" means that entity established pursuant to Paragraph 13 of this Second Amended and Restated Declaration for the purposes therein stated.

(c) "Articles" mean the Articles of Incorporation of the Association, as amended from time to time.

(d) "Assessments" means all sums lawfully assessed against the Members of the Association, as amended from time to time.

(f) "Board of Directors" means the governing body of the Association elected by the Members of Lots within Wintercove in accordance with the By-Laws.

(g) "By-Laws" means the Code of By-Laws of the Association, as amended from time to time.

(h) "Common Area" means any area referred to on a Plat as a Common Area.

(i) "Community Area" means (i) the Lake Control Structures (ii) the Drainage System, (iii) the Lakes and Lake Maintenance Easements and/or Lake Common Areas, (iv) the Landscape Conservation Easement, (v) the Nature Preserve and Conservation Easement, (vi) the Access Easements, (vii) the Entry Ways, (viii) the Roadways to the extent not maintained by public authority, (ix) any utility service lines or facilities not maintained by a public utility company or governmental agency that serve more than one Lot, and (x) any area of land (1) shown on the Plat as a Common Area, Landscape Area or Preserve (2) described in any recorded instrument prepared by the Original Developer or its agents, or (3) conveyed to or acquired by the Association, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots within Wintercove. Upon the filing of (1) this Second Amended and

Restated Declaration with the Hamilton County Recorder, (2) the new Declaration of Covenants and Restrictions for Bluestone with the Hamilton County Recorder, (3) the Amended and Restated Articles of Incorporation of The Wintercove Homeowners Association, Inc. with the Indiana Secretary of State, and (4) the new Articles of Incorporation for The Bluestone Homeowners Association, Inc. with the Indiana Secretary of State, the Community Area shall be deeded by the original nonprofit corporation known as "The Bluestone/Wintercove Homeowners Association, Inc." to The Wintercove Homeowners Association, Inc. and The Bluestone Homeowners Association, Inc. so that ownership of said Community Area shall lie with the homeowners association where the portions of the Community Area are situated.

(k) "Homeowners' Association" or "Association" means The Wintercove Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns. Originally, "the Bluestone/Wintercove Homeowners Association, Inc." was formed upon the filing of Articles of Incorporation with the Indiana Secretary of State on April 19, 1999. Upon the filing of this Second Amended and Restated Declaration with the Hamilton County Recorder, the Amended and Restated Articles of Incorporation will be filed with the Indiana Secretary of State to show that the new name of said corporation shall be "The Wintercove Homeowners Association, Inc." and that said corporation shall only apply to the Owners and Lots within Wintercove. Also, new Articles of Incorporation will be filed with the Indiana Secretary of State for a corporation to be named "The Bluestone Homeowners Association, Inc." that shall only apply to the Owners and Lots within Bluestone.

(l) "Declarant" or "Original Developer" collectively means Bluestone, LLC and Wintercove, LLC, their successors and assigns.

(m) "Drainage Board" means the drainage board of the Town of Fishers, its successors or assigns.

(n) "Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention areas, and the other structures, fixtures, properties, equipment and facilities (excluding the Lakes and the Lake Control Structures) located in the Property and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Property, including but not limited to those shown or referred to on the Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

(o) "Entry Ways" means the structures and improvements, including but not limited to any irrigation system and landscaping improvements, which may be located within a Common Area constructed as an entrance to Allisonville Road or Easy Street or a part thereof (exclusive of the street pavement, curbs, sidewalks and drainage structures and tiles), the traffic island, if any, and the grassy area surrounding such structures, whether located within or without the Property.

(p) "Lake" means any lake as depicted on the Plat and "Lakes" means all such lakes. A numerically designated Lake means the Lake so designated by such number on the Plat.

(q) "Lake Maintenance Easement" or "Lake Common Area" means an area designated on the Plat as a means of access, for purposes of maintenance, to a Lake or a Lake Control Structure.

(r) "Lake Control Structures" means the structure, outfalls, pipes and appurtenances associated therewith or integral thereto, all or part of which may be established as a legal drain subject to the jurisdiction of the Drainage Board.

(s) "Landscape Conservation Easement" means a Common Area or portion of a Lot denoted on the Plat to be landscaped and maintained by the Association.

(t) "Landscape Easement" means a portion of a Lot denoted on the Plat as an area to be landscaped and maintained by the Association.

(u) "Landscape Preservation Easement" means a portion of the Property denoted on the Plat or otherwise by recorded instrument as an area to be preserved.

(v) "Lot" means a platted lot as shown on the Plat.

(w) "Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, and (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon.

(x) "Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or any portion of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

(y) "Member" means a member of the Association and "Members" means members of the Association.

(z) "Mortgagee" means the holder of a first mortgage on a residence.

(aa) "Nature Preserve and Conservation Easement" means a Common Area or portion of a Lot denoted on the Plat as an area to be maintained by the Association as a wetlands area.

(bb) "Owner" means a Person who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

(cc) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(dd) "Plat" means the final secondary plat of the Property recorded in the Office of the Recorder of Hamilton County, Indiana.

(ee) "Register of Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended.

(ff) "Reserve for Replacements" means a fund established and maintained by the Association to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area.

(gg) "Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential lot.

(hh) "Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Second Amended and Restated Declaration and the Register of Regulations, as the same may from time to time be amended.

(ii) "Roadway" means all or any part of a street, land or road (including the right-of-way) designated to provide access to one or more Lots which has not been accepted for maintenance by a public authority.

(jj) "Sidewalk Easement" means those portions of Lots 22 and 23 in Wintercove, Phase I denoted on the Plat as a sidewalk easement.

(kk) "Wintercove" means the name by which the Property shall be known.

(ll) "Zoning Authority" with respect to any action means the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals, or review action, or the failure to act.

(mm) "Property" means the Wintercove subdivision consisting of the real estate described in Exhibit "A" attached hereto.

2. Declaration. The Wintercove Property shall be held, transferred, and occupied subject to the Restrictions. The Owner of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Original Developer or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Association with respect to these restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with the Association, and the Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such restrictions and agreement.

3. The Lakes. The Original Developer has conveyed title to the Lakes to the Association. The Association shall be responsible for maintaining the Lakes. One hundred percent (100%) of the Maintenance Costs of the Lakes shall be assessed as a General Assessment against all Lots subject to assessment. Each Owner of a Lot which abuts a Lake shall be responsible at all times for maintaining so much of the bank of the Lake above the pool level as constitutes a part of, or abuts, his Lot and shall keep that portion of a Lake abutting his Lot free of debris and otherwise in reasonable clean condition. No Owner shall pump water out of the Lake. No boats shall be permitted upon any part of a Lake and no dock, pier, wall or other structure may be extended into a Lake without the prior written consent of the Architectural Review Board and such governmental authority as may have jurisdiction thereover. No swimming or ice skating will be permitted in a Lake except if and to the extent authorized by the Board of Directors. Except as otherwise provided herein, no individual using a Lake has the right to cross another Lot or trespass upon the shoreline not within a Common Area, subject to the rights of the Association and its employees, agents and assigns as set forth in this Second Amended and Restated Declaration. The Association shall have no liability to any Person with respect to the Lakes, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Lake or the proximity of a Lot thereto, including loss or damage from erosion. Any portion of any of the Lakes or Lake Control Structures which is contained within the legal description of a Lot shall be subject to all easements and uses of the Lakes and/or Lake Control Structures, respectively, and shall be maintained, assessed and otherwise treated as though such portion had been conveyed to the Association.

4. The Lake Control Structures. The Original Developer has conveyed title to the Lake Control Structures to the Association. The Association shall be responsible for maintaining the Lake Control Structures to the extent not maintained by the Drainage Board, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots. Any portion of any of the Lakes or Lake Control Structures which is contained within the legal description of a Lot shall be subject to all easements and uses of the Lakes and/or Lake Control Structures, respectively, and shall be maintained, assessed and otherwise treated as though such portion had been conveyed to the Association.

5. Drainage System The Association shall maintain the Drainage system to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots.

6. Maintenance of Entry Ways, Landscape Easements, Common Area Easements, Lots, Nature Preserve and Conservation Easements, Landscape Conservation Easements and Access Easements. The Association shall maintain the Entry Ways and the Landscape Easements and all improvements and plantings thereof, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on or in an Entry Way or a Landscape Easement and/or within planting areas extending both east and west from the Entry Ways to the full extent of Easy Street as it from time to time exists shall be kept neatly cut, cultivated and trimmed as reasonably required to maintain an attractive entrance to Easy Street. All entrance signs located on an Entry Way shall be maintained at all times in good condition appropriate to a first-class residential subdivision.

The Association shall further maintain the Nature Preserve and Conservation Easements, Landscape Conservation Easements and Access Easements and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, paths, trees, shrubs and vegetation shall be maintained to provide landscaping within such easement areas and to create and maintain a nature trail and provide for the preservation of wetland areas within the Nature Preserve and Conservation Easements.

The Association shall provide for weekly removal of trash of the Lots comprising Wintercove, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Wintercove Lots.

7. Roadways. (a) Maintenance. Each roadway has been accepted as a public roadway by the Town of Fishers and is thus the Town's responsibility for maintenance, repairs and replacement.

(b) Landscaping. All landscaping within the road right-of-way is subject to the approval of the appropriate governmental authority.

(c) Cul-de-sac Parking. There shall be no parking on the Cul-de-sacs shown on the Plat.

8. Construction of Residences.

(a) Land Use. Lots may be used only for single-family residential purposes and only one Residence not to exceed the maximum height permitted by and measured pursuant to the Zoning Ordinance of the Town of Fishers, Indiana. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in Wintercove than the number of Lots depicted on the Plat for the Wintercove subdivision. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "special use" and

which is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.

(b) Size of Residence. Except as otherwise provided herein, no residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a minimum ground floor area of one thousand eight hundred (1,800) square feet if a one-story structure, or two thousand two hundred (2,200) square feet if a higher structure.

(c) Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

(d) Building Location and Finished Floor Elevation. Unless further restricted by the Plat, no building may be erected between the building line shown on the Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than ten (10) feet to any side Lot line, thirty (30) feet to any rear Lot line or twenty-five (25) feet to any front Lot line.

No accessory building may be erected in front of a main building or in the required front yard on the side of a corner lot unless the accessory building is attached to the main building by a common wall. A minimum finished floor elevation, shown on the development plan for Wintercove was established by the Original Developer for each Lot depicted on the Plat and no finished floor elevation with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be a prerequisite for alternative finished floor elevations. Before construction commences, the finished floor elevation shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

(e) Driveways. All driveways shall be paved and maintained dust free.

(f) Yard Lights. The builder on each Lot shall supply and install a yard light in operable condition on such Lot at a location, having a height and of a type, style and manufacture approved by the Architectural Review Board prior to the installation thereof. Each such light fixture shall also have a bulb of a maximum wattage approved by the Architectural Review Board to insure uniform illumination on each Lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day. The yard light thereafter shall be maintained in proper working order by the Lot Owner.

(g) Storage Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, shall be and hereby are prohibited.

(h) Construction and Landscaping. All construction upon, landscaping of and other improvements to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. Landscaping shall include a minimum of two 2" deciduous trees planted near the street right-of-way, taking care to avoid existing utilities and not to violate site distance requirements.

(i) Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Architectural Review Board. Such mailboxes shall be installed upon posts approved as to type, size and location by the Architectural Review Board. Each Owner shall be responsible for the maintenance, upkeep and replacement of the Owner's mailbox and post so as to be properly maintained and in good appearance.

(j) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewage collection system operated by the Regional Waste District or a successor public agency or public utility) shall be installed or maintained on any Lot.

(k) Water Systems. Each Owner shall connect to such water line maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto. Notwithstanding the foregoing, an Owner may establish, maintain and use an irrigation water well on his Lot.

(l) Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within Wintercove may be included in a legal drain established by the Drainage Board. In such event, each Lot in Wintercove will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and the Lake Control Structures included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Downspouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

(m) Vacant Lots. Within Wintercove, it shall be the duty of the Owner of a vacant Lot to maintain such Lot and mow the lawn thereon. The Association shall have the right, but not the obligation, to mow the lawn and maintain vacant Lots.

(n) Out buildings and sheds are specifically prohibited except that the Architectural Review Board may allow them on a case by case basis.

9. Maintenance of Lots.

(a) Vehicle Parking. No camper, motor home, business or service truck or truck larger than one (1) ton, trailer, boat or disabled vehicle may be parked or stored overnight or longer on any Lot in open public view.

(b) Signs. Except for such signs as may be located in any Common Area or Community Area, no sign of any kind shall be displayed to the public view on any Lot, without the prior approval of the Association and subject to the requirements of the Town of Fishers, except that two (2) signs of not more than four (4) square feet may be displayed at any time for the purpose of advertising the property for sale.

(c) Fencing. No fence shall be permitted on any Lot except as authorized in advance by the Architectural Review Board. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". No free standing walls shall be permitted upon any Lot. No wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(d) Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times, except those portion of Lots which are contained within the Landscape Conservation Easements and the Nature Preserve and Conservation Easements, which areas shall be maintained by the Association pursuant to Section 6 hereof. If an Owner fails to comply with this restriction, the Architectural Review Board may (but shall not be obligated to) cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Architectural Review Board shall have a lien against the cleared Lot for the expense thereof.

(e) Nuisances. No noxious 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 neighborhood. Barking dogs shall constitute a nuisance.

(f) 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. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

(g) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted

pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners.

(h) Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and, then, only in acceptable incinerators and in compliance with all applicable legal requirements.

(i) Antennas and Receivers. No antenna, satellite dish, or other device for the transmission or reception of radio, television, or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any residential Lot without the written approval of the Architectural Review Board, which approval shall not be unreasonably withheld; provided, however, that any such device may be installed and maintained on any Lot without the necessity of such written approval if: (a) it is not visible from neighboring Lots, streets or common area; or (b) the Owner, prior to installation, has received the written consent of the Owners of all Lots who would have views of the device from their Lots; or (c) the device is virtually indistinguishable from structures, devices or improvements, such as heat pumps, air conditioning units, barbecue grills, patio furniture, and garden equipment, which are not prohibited by these covenants or by-laws, or (d) it is a satellite dish two (2) feet or less in diameter and not affixed to the roof of a residence.

(j) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

(k) Electric Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

(l) Tennis Courts. No tennis court shall be installed or maintained on any Lot.

(m) Swimming Pools. No swimming pool or equipment or building related thereto shall be constructed upon any Lot except as authorized in advance by the Architectural Review Board.

(n) Recreational and Outdoor Structures. Playground equipment, hot tubs, statues and other outdoor structures and/or seasonal and celebration displays must have prior approval of the Architectural Review Board prior to erecting/placement. The type, location/placement must have prior approval of the Architectural Review Board. In order to preserve the natural quality and aesthetics appearance of the existing geographic area within Wintercove, no outdoor structures of any type will be allowed in the front or side yards of any residence, with the exception of basketball goals, which shall have clear back boards and have prior approval of the Architectural Review Board. Request for permission is not necessary to display small traditional ordinary seasonal items, such as wreaths.

(o) Leasing Property. The leasing of lots and/or the residences thereon in Wintercove is

strictly prohibited. However, the following exceptions shall apply:

(i) Current Lease. Any Owner/Member whose lot/residence is leased pursuant to a written lease agreement as of July 18, 2005 (the date when the First Amendment to the Declaration was recorded) shall be allowed to continue to lease his Lot/Residence, until such time said Owner/Member sells, grants or conveys his Lot/Residence or whenever title to the Lot changes. This exception shall apply only if:

(1) the Owner/Member provides a copy of the current lease agreement to the Association within thirty (30) days of July 18, 2005, and provides copies of all future lease agreements to the Association within thirty (30) days of the date of the lease agreement; and

(2) the current lease is dated prior to the date of July 18, 2005; and

(3) all future lease agreements have a term of not less than six (6) months and not more than twelve (12) months; and

(4) all future lease agreements have a condition stated within the lease agreement that the tenant shall comply with this Second Amended and Restated Declaration and all amendments thereto or be subject to eviction by the Association.

(ii) Relocation of Owner/Member. Any Owner/Member who has personally occupied the Residence for at least one (1) year prior to leasing the Lot/Residence may lease his Lot/Residence for not less than six (6) months and not more than twelve (12) months. This exception shall apply only if one of the following conditions is applicable:

(1) the Owner/Member is relocating and will re-occupy the Lot/Residence within eighteen (18) months of the date of the lease agreement; or

(2) the Owner/Member has attempted to sell the Lot/Residence at fair market value for six (6) consecutive months or more in good faith and has received no acceptable offers to buy at fair market value.

The Owner/Member who leases his Residence under this exception shall be required to provide to the Association a copy of the lease agreement and shall have a condition stated within the lease agreement that the tenant shall comply with this Second Amended and Restated Declaration and all amendments thereto or be subject to eviction by the Association.

(iii) Hardships. Any Owner/Member may apply to the Association for special permission to lease his Lot/Residence under this hardship clause. The Owner/Member must prove that not leasing his Lot/Residence would be an undue hardship on him and he must provide reasons for and specifics of the hardship. In the event a hardship request is

granted the Association shall have the right to set forth conditions under which the Lot/Residence shall be leased. However, there shall be no obligation upon the Association to grant hardship requests.

10. Wintercove Homeowners Association, Inc.

(a) Membership. Each Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Second Amended and Restated Declaration on other Owners, including those provisions with respect to the payment of Assessments.

(b) Powers. The Association shall have such powers as are set forth in this Second Amended and Restated Declaration and in the Articles and By-Laws, all as amended, together with all other powers that belong to it by law.

(c) Voting Rights. Members shall be entitled to one (1) vote for each lot owned in Wintercove. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(d) Reserve for Replacements. The Board of Directors shall establish and maintain the Reserve for Replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area. In determining the amount, the Board shall take into consideration the expected useful life of the Community Area, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of such consultants as the Board may employ. The Reserve for Replacements shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(e) Limitations on Action by the Association. Unless (i) at least two-thirds of the Mortgagees of record (based on one vote for each first mortgage owned) or (ii) two-thirds (2/3) of the Members have given their prior written approval, the Association, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 13(a), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Community Area (but the granting or easements for public utilities or other public purposes consistent with the intended use of the Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage on insurable Community Area on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Community Area for other than the repair, replacement or reconstruction of the Community Area; (iv) change the method of determining the obligations, assessments, dues or other charges that may be levied against the

Owner of a Residence; (v) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and up-keep of the Community Area; or (vi) fail to maintain the Reserve for Replacements in the amount required by this Second Amended and Restated Declaration.

(f) Mergers. Upon a merger or consolidation of another corporation with the Association, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Second Amended and Restated Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No other merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Second Amended and Restated Declaration within the Property except as hereinafter provided.

(g) Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors must be members of the Association.

11. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association the following: (1) General Assessments, and (2) Special Assessments, such Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon, late charges, and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

(b) General Assessment.

(i) Purpose of Assessment. The General Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots and for the improvement, maintenance and operation of the Community Area and all sign easements and landscape easements. The General Assessment shall also be levied for the payment of real estate taxes allocable to the Community Areas, which real estate taxes shall be paid by the Association. It shall further be the obligation of the Association to (i) maintain and pay all costs of maintenance of all public lighting installed and existing in any right-of-way, (ii) pay the costs of all electricity and energy usage attributable to public lighting installed and existing any right-of-way, (iii) maintain and pay the costs of maintenance of any sidewalks which abut a right-of-way but are not within the

right-of-way, and the General Assessment shall also be levied by the Association to comply with and pay for the foregoing maintenance requirements and obligations, (iv) to maintain the Lots as set forth in Paragraph 6 hereof, which maintenance costs shall be allocated equally among the Owners of the Lots and shall be uniformly assessed, and (v) maintain the landscaping located on the north side of Easy Street contained within the Village Square shopping center and approximately located within the area cross-hatched on Exhibit "C" attached hereto and by reference made a part hereof.

(ii) Basis for Assessment.

(1) Lots Generally. Each Lot owned by a person shall be assessed according to this section 12 entitled Assessments.

(2) Change in Basis. The basis for assessment may be changed with the assent of two-thirds (2/3) of the Members in good standing, who vote in person or by proxy at a meeting of such members duly called for this purpose.

(iii) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each assessment year of the Association at an amount sufficient to meet the obligations imposed by this Second Amended and Restated Declaration upon the Association. The Board of Directors shall establish the date(s) the General Assessment shall become due and the manner in which it shall be paid.

(iv) Allocation of Assessment. Except as otherwise expressly provided herein, the cost of maintaining, operating, restoring or replacing the Community Areas and all other expenses with regard to the operation of the Association or as required by the terms of this Second Amended and Restated Declaration or the By-Laws shall be allocated equally among owners of all Lots and shall be uniformly assessed.

(c) Special Assessment. The Association may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon or constituting a part of the Community Area, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting of such members duly called for this purpose.

(e) Date of Commencement of Assessments. The General Assessment shall commence with respect to assessable Lots on the first day of the month following conveyance of the first Lot to an Owner who is not Declarant. The initial Assessment on any assessable Lot shall be adjusted according to the number of whole months remaining in the assessment year.

(f) Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors

bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Association shall be entitled to institute in any court of competent jurisdiction any lawful action to collect the delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Association in collecting such Assessment. If the Association has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Community Area or abandonment of his Lot.

(g) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from any assessments thereafter becoming due or from the lien thereof.

(h) Certificates. The Association shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Association that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be.

(i) Exempt Property. The following property subject to this Second Amended and Restated Declaration shall be exempt from the Assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use and (2) the Community Area.

(j) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Second Amended and Restated Declaration will be met.

12. Architectural Control.

(a) The Architectural Review Board. An Architectural Review Board consisting of three (3) or more Members of the Association shall be appointed by the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such manner as to preserve values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Change in Conditions. Except as otherwise expressly provided in this Second Amended and Restated Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, removal of trees, or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing

on the date such Lot was first conveyed in fee by the Original Developer or a builder to an individual homeowner shall be made or done without the prior approval by the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by an Owner of (i) construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, patio, pier, dock, recreational equipment, or other structure on a Lot or (ii) any plantings on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no building, fence, wall, Residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any Person without the prior written approval by the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Wintercove, and no Owner shall undertake any construction activity within Wintercove unless legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this subparagraph (c), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than 30 inches.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within thirty (30) days after such plan has been duly filed with the Architectural Review Board in accordance with procedures established by the Architectural Review Board of the Board of Directors, approval will be deemed granted. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

(e) Guidelines and Standards. Specific architectural standards are in place for Wintercove, and the Architectural Review Board shall have the power to establish or modify such architectural and landscaping design guidelines and standards as it may deem appropriate for Wintercove to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Second Amended and Restated Declaration. Any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

13. Community Area.

(a) Ownership. The Community Area shall remain private, and nothing is intended to be, or shall be construed as, a dedication to the public of such Community Area. The Association may, however, dedicate or transfer all or part of the Community Area to any public agency, authority or utility for use as roads, utilities, parks or other public purposes.

(b) Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Second Amended and Restated Declaration, shall be responsible for the exclusive management and control of the Community Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Community Area in good, clean, attractive and sanitary condition, order and repair.

(c) Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of, this Second Amended and Restated Declaration or resolution adopted by the Board of Directors. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. The Owners of lots abutting the Lake may use the Lake, but such use shall be limited to fishing and such other uses as may be authorized by resolution adopted by the Board of Directors. Each Owner shall have the right to use such parts of the Community Area as are reasonably required to afford access to and from such Owner's Lot. Each Owner within Wintercove shall have an easement of enjoyment to the Community Area that is owned by The Bluestone Homeowners Association, Inc. Likewise, each Owner within Bluestone shall have an easement of enjoyment to the Community Area that owned by The Wintercove Homeowners Association, Inc. These cross-easements are in recognition of the fact that when the Original Developer developed Bluestone and Wintercove, such sections were governed by a single set of covenants and restrictions and governed by a single homeowners association. Thus, even after the separation of Bluestone and Wintercove from each other, those easements of enjoyment shall continue.

(d) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Association to establish reasonable rules for the use of the Community Area;

(ii) the right of the Association to mortgage any or all of the Community Area and the facilities constructed thereon for the purposes of improvements to, or repair of, the Community Area or facilities constructed thereon, pursuant to approval of (i) two-thirds (2/3) of the votes of the Members or (ii) two-thirds (2/3) of the Mortgagees of record (based on one vote for each first mortgage owned), voting in person or by proxy at a regular meeting of the Association or a meeting duly called for this purpose; and

(iii) the right of the Association to dedicate or transfer all or any part of the Community Area to any public agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by (i) the appropriate officers of the Association acting pursuant to authority granted by two-thirds (2/3) of the votes of the Members or (ii) two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), agreeing to such dedication or transfer, has been recorded.

(e) Additional Rights of Use. The members of the family and the guests of every Person who has a right of enjoyment to the Community Area and facilities may use the Community Area and facilities subject to such general regulations consistent with the provisions of this Second Amended and Restated Declaration as may be established from time to time by the Association and included within the Register of Regulations.

(f) Damage or Destruction by Owner. In the event the Community Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

(g) Conveyance of Title. The Original Developer has conveyed the Lakes and Lake Control Structures to the Association, free and clear of all liens and financial encumbrances.

14. Easements.

(a) Plat Easements. In addition to such easements as are created elsewhere in this Second Amended and Restated Declaration and as were created by the Original Developer pursuant to written instruments recorded in the Office of the Recorder of Hamilton County, Indiana, Lots are subject to drainage easements, sewer easements, utility easements, sign easements, entry way easements, landscaping easements, lake maintenance access easements, non-access easements, access easements, landscape conservation easement, landscape preservation easement and nature preserve and conservation easement, either separately or in any combination thereof, as shown on the Plat, which are reserved for the use of Owners, public utilities companies and governmental agencies as follows:

(i) Drainage Easements. (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Wintercove and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, and by the Architectural Review Board, but neither the Association nor the Architectural Review Board shall have any duty to undertake any such construction or reconstruction. In the event the Association or the Architectural Review Board undertakes any such construction or reconstruction, its obligations to restore the affected real estate after any such construction or reconstruction shall be limited to regrading and re-seeding. Under no circumstances shall the Association or the Architectural Review Board be liable for any damage or destruction to any fences, structures, or other improvements which are damaged, destroyed or remodeled by the Association or the Architectural Review Board, or their agents or employees as a result of such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) Sewer Easements. (SE) are created for the use of the local government agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve Wintercove for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) Utility Easements. (UE) are created for the use of the Association and all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

(iv) Entry Way Easements. (EWE) are hereby created in the area of the Entry Ways for the use of the Architectural Review Board and the Association for the installation, operation and maintenance of the Entry Ways.

(v) Landscape Easements. (LE) are created for the use by the Architectural Review Board and the Association for the planting and maintenance of trees, shrubs and other plantings.

(vi) Lake Maintenance Easements or Lake Common Area. (LME, LCA) are created for the use of the Association, the Drainage for the purpose of gaining access to the Lake, the Lake Control Structures, the Drainage System in the course of maintenance, repair or replacement of any thereof.

(vii) Non-Access Easements. (NAE) are depicted on the Plat and are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements. No planting shall be done, and no hedges, walls, or other improvements shall be erected or maintained in the area of such easements except those by the Original Developer and, thereafter, by the Association. No fences shall be erected or maintained in the area of such easements.

(viii) Sign Easements. There may be strips of ground shown on the Plat and reserved for mounding easements, landscape easements, and sign easements. The Association hereby reserves unto itself such easements for the purposes of providing signs which either (i) advertise the Property, and the availability of Lots, or events, or (ii) identify the Property. The Association hereby reserves unto itself the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. No planting shall be done, and no hedges, walls, or other improvements shall be erected or maintained in the area of such easements except by the Original Developer and, thereafter, by the Association. No fences shall be erected or maintained in the area of such easements, except as installed by the Original Developer or the Association.

(ix) Landscape Preservation Easement. (L.P.E.) There may be areas shown on the Plat as "Landscape Preservation Easements" and are created in order

to preserve the integrity of the existing woods, vegetation, and natural habitat. All trees and vegetation within the Landscape Preservation Easement shall remain in its natural state. No utility easements, drainage easement, or swales shall be permitted in the Landscape Preservation Easement unless such easements or swales are required to connect to existing utilities or swales on the surrounding subdivisions. All evergreen trees that have a trunk diameter (measured at ground level) of at least one inch, and larger, and all non evergreen trees that have a trunk diameter (measured at ground level) of at least two inches, and larger, shall be preserved. Mowing and normal maintenance within the Irregular Landscape Easement shall be permitted subject to preservation of trees of the above type and size designation and larger. Notwithstanding the above, the removal of dead or potentially hazardous trees or vegetation from the Landscape Preservation Easement may be performed upon written approval of the Association. Except as provided above, no improvements shall be installed or maintained in or upon a Landscape Preservation Easement. No fencing shall be installed within a Landscape Preservation Easement. Additional landscaping, trees and foliage may be installed in and upon the Landscape Preservation Easement by the Owner of a Lot subject to the prior written approval of the Association.

(x) Access Easements. (AE) Access easements are created across portions of certain Lots for the use of all Owners to provide pedestrian access to and from the Nature Preserve and Conservation Easement or Common Area.

(xi) Landscape Conservation Easement. (LCE) are hereby created to preserve the integrity of originally-installed landscape improvements, existing vegetation, tree cover and to promote nature wildlife habitat. There shall be no removal of landscape improvements, trees, shrubs or vegetation, except for removal of those that may be dead or potentially hazardous. In order to encourage the growth of desirable plant growth, mowing within the Landscape Conservation Easement shall be limited to one (1) time per year or additional mowing or trimming, as determined by the Association, that is necessary to maintain the integrity of new or existing plant materials. The Landscape Conservation Easement may not be altered except to maintain or improve the integrity of the easement, subject to the approval of the Association. Except as performed by the Association and as provided above, no improvements, permanent structures or fencing shall be installed in or upon any portion of the Landscape Conservation Easement.

(xii) Nature Preserve and Conservation Easements. (NPCE) are created in order to preserve the integrity of existing natural features, woods and vegetation and to protect and encourage natural wildlife habitat. No trees, shrubs or vegetation shall be cut, mowed or removed except those that may be potentially hazardous or require necessary maintenance to maintain the integrity of the preserve. Except as performed by the Association, the Nature Preserve and Conservation Easement shall not be "filled," drained or altered to impair its

existing condition. No permanent structures, fencing or other improvements shall be installed in or upon the Nature Preserve and Conservation Easement except the continued maintenance of the nature trail.

(xiii) Sidewalk Easement. (SWE) A sidewalk easement is hereby created across portions of Lots 22 and 23 in Wintercove, Phase I as depicted on the Plat for the use of all Owners and the general public to provide pedestrian access to and from the public sidewalk system and the subdivision adjoining such Lots immediately to the east.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of (i) pathways, sidewalks or similar installations as determined by the Association, and (ii) underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Association or the providing utility or service company to install and maintain facilities and equipment on the Property and to excavate for such purposes if the Association or such company restores the disturbed area. All such restoration shall be limited to re-seeding and re-grading only and the Association shall be under no obligation to repair or replace any improvements or landscaping. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in the Property except as was proposed and approved by the Original Developer prior to the conveyance of the first Lot in the Property to an Owner or by the Association or the Architectural Review Board thereafter. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by recordable document, the Association shall have the right to grant such easement on the Property without conflicting with the terms thereof. This blanket easement shall in no way affect any other recorded easements on the Property, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.

(c) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Community Area in the performance of their duties.

(d) Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Property and all Lots therein to the extent necessary to exercise its rights with respect to all or any part of the Drainage System or Lake Control Structures which are included within any legal drain.

(e) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, walkways and Lake Maintenance Easements provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, walkways or Lake Maintenance Easements, and neither the Association nor any utility company using the easements shall be liable for any damage

done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

(f) Water Retention. The Owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water within the drainage easements (DE) on such Owner's Lot.

15. Enforcement. The Association and any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Second Amended and Restated Declaration, but the Association shall not be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action by the Association or an Owner to enforce this Second Amended and Restated Declaration, such party shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

16. Amendments.

(a) Generally. This Second Amended and Restated Declaration may be amended at any time by an instrument signed by the appropriate officers of the Association acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the members cast at a meeting duly called for the purpose of amending this Second Amended and Restated Declaration.

(b) By the Board of Directors. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Board of Directors of the Association shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners or any other party to amend or supplement this Second Amended and Restated Declaration, the Articles of Incorporation, and/or the By-Laws at any time and from time to time if such amendment or supplement is made:

(i) to comply with requirements of the Federal National Mortgage Association ("Fannie Mae"), the Government National Mortgage Association ("Ginnie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing & Urban Development ("HUD"), the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; or

(ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Residences; or

(iii) to bring this Second Amended and Restated Declaration, the Articles of Incorporation and/or the By-Laws into compliance with any statutory requirements or the requirements of any governmental authority or with each other.

(c) Effective Date. Any amendment shall become effective upon its recordation in the office of the Recorder of Hamilton County, Indiana.

17. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this Second Amended and Restated Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Second Amended and Restated Declaration. Wherever and whenever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

18. Duration. These covenants, conditions and restrictions and all other provisions of this Second Amended and Restated Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in Wintercove or any part thereof, and on all persons claiming under them, until December 31, 2055, and thereafter shall continue automatically until terminated or modified by vote of a majority of all Owners at any time thereafter; provided, however, that no termination of this Second Amended and Restated Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

19. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

20. Applicable Law. This Second Amended and Restated Declaration shall be governed by the laws of the State of Indiana.

21. Amendment and Restatement. This Second Amended and Restated Declaration of Covenants and Restrictions completely amends, restates, and supersedes, in its entirety, that certain Declaration of Covenants and Restrictions dated December 23, 1997 and recorded December 24, 1997 as Instrument No. 9709755716 in the Office of the Recorder of Hamilton County, Indiana, as amended by that certain Amended and Restated Declaration of Covenant and Restrictions for Bluestone/Wintercove recorded on November 12, 1998, as Instrument No. 9809864360 in the aforesaid Recorder's Office, as further amended by a certain First Amendment to Declaration of Covenants and Restrictions dated July 14, 1995 and recorded July 18, 1995 as Instrument No. 2005-44567 in the aforesaid Recorder's Office, and as further amended by that certain Second Amendment to the Amended and Restated Declaration of Covenants and Restrictions of

Bluestone/Wintercove that was recorded on April 16, 2008, as Instrument No. 2008-20257 in the aforesaid Recorder's Office.

22. Bluestone/Wintercove Transition Items. Attached hereto as Exhibit "B" and incorporated herein by this reference is a document captioned Bluestone/Wintercove Transition Items ("Transition List"). **Notwithstanding any other provisions in this Second Amended and Restated Declaration to the contrary, the provisions of the Transition List shall control and shall apply to the governance and actions necessary to effectuate the separation of the Wintercove and Bluestone communities.**

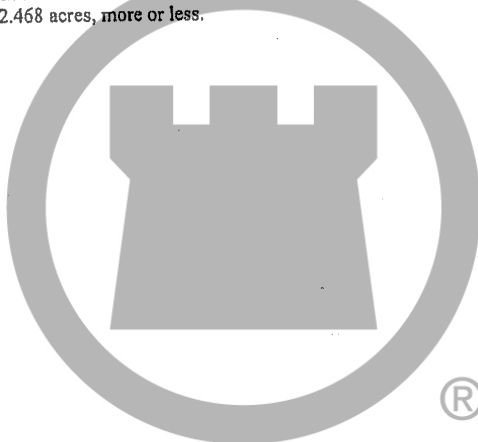


I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.
Robert D. Roache, II, Attorney-at-Law

CHICAGO TITLE
This instrument prepared by, and should be returned to, Robert D. Roache, II, Attorney at Law,
8144 Bowline Court, Indianapolis, Indiana 46236 Telephone: (317) 823-0660

Part of Section 2, Township 17 North, Range 4 East of the Second Principal Meridian in the Town of Fishers, Hamilton County, Indiana, consisting of the entirety of Wintercove Section 1 recorded as Instrument 1998-09864361 in Plat Cabinet 2 Slide 189 in the Office of the Recorder of Hamilton County, Indiana and Wintercove Section 2 recorded as Instrument 2002-00062287 in Plat Cabinet 3 Slide 42, described as follows:

BEGINNING at the southwest corner of the southern portion of Wintercove Section 2; thence the remaining courses along the perimeter lines of aforesaid plats; thence North 00 degrees 24 minutes 18 seconds West 279.09 feet; thence North 36 degrees 52 minutes 15 seconds West 187.64 feet; thence North 70 degrees 04 minutes 32 seconds West 310.42 feet; thence North 0 degrees 13 minutes 31 seconds East 141.53 feet; thence North 29 degrees 11 minutes 04 seconds East 23.02 feet; thence North 89 degrees 29 minutes 02 seconds East 28.52 feet; thence North 00 degrees 30 minutes 58 seconds West 50.00 feet; thence North 00 degrees 11 minutes 58 seconds West 172.30 feet; thence North 89 degrees 55 minutes 56 seconds East 480.00 feet; thence North 00 degrees 11 minutes 58 seconds West 1199.03 feet; thence North 89 degrees 31 minutes 32 seconds East 533.60 feet; thence South 00 degrees 04 minutes 19 seconds East 2118.60 feet; thence South 89 degrees 35 minutes 38 seconds West 644.94 feet to the POINT OF BEGINNING, containing 32.468 acres, more or less.



CHICAGO TITLE



Bluestone/Wintercove Transition Items

The Bluestone ("BS") and Wintercove ("WC") homeowners' associations hereby agree to the following segregation of expenditures pertaining to Common Areas.

Easy Street irrigation system (equipment only):

1. The South Side irrigation system runs between the curb and sidewalk along the southern edge of Easy Street from Allisonville Road to the Wintercove entrance sign, turns north under Easy Street and irrigates the north Wintercove entrance sign area. Bluestone will continue to irrigate the Wintercove north entrance area as long as the main line is operational. Bluestone reserves the right to terminate this obligation upon transfer by Wintercove of its responsibility to another party.
2. The North Side Irrigation system runs between the curb and sidewalk along the northern edge of Easy Street, from Allisonville Road to the entrance to Courtyard Lakes condominiums. Wintercove will repair damaged, broken or worn components of this portion of the irrigation system. Wintercove reserves the right to transfer this responsibility to the owner of this real estate after the separation.

Easy Street irrigation system (water usage only):

The "Bluestone water meter - Indianapolis Water Co. #279127" is located at the southwest corner of Easy Street and Bluestone Way. The "Wintercove water meter - Indianapolis Water Co. #281979" is located at the northwest corner of Easy Street and Village Square Lane.

3. Bluestone will pay the water bill for the Indianapolis Water Co. meter #279127, which is connected to the irrigation system along Allisonville Road and the south side of Easy Street. The quantity of water used shall be based on a schedule established by the irrigation contractor.
4. Wintercove will pay the water bill for the Indianapolis Water Co. meter #281979, which is connected to the irrigation system on the north side of Easy Street. The quantity of water used shall be based on a schedule established by the irrigation contractor.
5. Wintercove reserves the right to transfer its responsibility to the owner of this real estate after the separation.

CHICAGO TITLE

Intersection of Easy Street and Village Square Lane: Brick wall and landscape areas:

6. Wintercove is responsible for the northwest and northeast corners. Wintercove reserves the right to transfer this responsibility to the owner of this real estate after the separation.

Bluestone-Wintercove 10-02 Transition List Updated 7-10-10.doc



7. Bluestone is responsible for the southwest and southeast corners.

Easy Street snow removal : No responsibility for either Bluestone or Wintercove.

Easy Street – Grass and landscape maintenance:

8. Wintercove is responsible for the north side of Easy Street from Allisonville Road to the Wintercove entrance according to the covenants and by-laws. Wintercove reserves the right to transfer these responsibilities to the owner of this real estate after the separation. Reference Wintercove section-one, Block # A and Exhibit-C.
9. Bluestone is responsible for the south side of Easy Street and east side of Allisonville Road within its platted property according to the covenants and by-laws. Reference Bluestone section-one, Block # A, B and C.

Three retention ponds and drainage areas:

10. Wintercove section one and two and Bluestone section one and two will be responsible for maintenance of their respective platted drainage areas in accordance with all codes and ordinances. Wintercove will be responsible for the maintenance and drainage of its Block #A (North Pond), Block #B (east section of the south pond and common area) and Block #C (common area, section two) within its platted areas and in accordance with all codes and ordinances. Bluestone will be responsible for the maintenance and drainage of its Block #A (Allisonville Road pond), Block #B (2/3rd of the south pond), Block #C (Bluestone entrance) and Block #D (Bluestone section two) within its platted areas and in accordance with all codes and ordinances.

South pond (Bluestone Block #B and Wintercove Block #B)

11. Wintercove will pay for the electricity to run the South Pond fountain.
Duke Energy - #7770-3216-02-4
Electric for north pond fountain (Wintercove Block #A)
Electric for south pond fountain (Wintercove Block #B)
Electric for Wintercove entrance wall lights (Wintercove Block # A and B)
12. Bluestone will be responsible for maintenance of the South Pond fountain that is currently located in the area of the Pond on Wintercove, Block #B, platted property.
13. Wintercove will maintain the Pond shoreline that falls within its Block #A and B platted property.
14. Bluestone will provide algae control and/or other chemical treatment for Wintercove's Block #B portion of the Pond when treating the Bluestone's portion.

Electric meter (located at the southwest corner of Easy Street and Bluestone Way):

15. Bluestone will pay the electric bill for the existing services supplied through this meter (Duke Energy #7770-3216-02-4), e.g. the irrigation systems. Wintercove shall be responsible for the cost to repair or maintain the underground electric line running from the meter to the northwest corner of Village Square Lane and Easy Street should such repairs be necessary. Bluestone reserves the right to terminate this obligation upon transfer by Wintercove of its Irrigation system responsibility for the

north side of Easy Street to another party.
 Duke Energy - #9770-3216-01-7
 Electric for Allisonville pond fountain/lights (Bluestone Block#A)
 Electric for Allisonville / Easy Street Irrigation systems (Bluestone Block#A and B) and
 (Wintercove Block #B)
 Electric for irrigation system for north side of Easy Street (Covenant Exhibit #C)

Street light Lease:

- 16. Wintercove will assume the existing lease obligation for five street lights located along the north side of Easy Street. Wintercove reserves the right to transfer these to the owner of the real estate after the separation.
 Duke Energy - #4000-3050-01
- 17. Bluestone will assume the existing lease obligation for five street lights located along the south side of Easy Street.
 Duke Energy - #4000-3050-01

Property Tax:

- 18. Wintercove will pay the property taxes pertaining to its platted area.
- 19. Bluestone will pay the property taxes pertaining to its platted area.

Storm water and sewer assessment:

- 20. Bluestone and Wintercove will pay any storm water and/or sewer assessments pertaining to their respective platted areas. Both parties shall work toward an equitable division of shared costs when such costs are unknown.

<u>Service Location</u>	<u>Block</u>	<u>Account No.</u>	<u>Tax Parcel</u>
Bluestone	A	004475-000	1514020014045000
Bluestone	B	004384-000	1514020014046000
Bluestone	C	004256-000	1514020014047000
Bluestone/Catboat Court	D	004346-000	1514020025008000
Wintercove/7434 Easy Street	A	001211-000	1514020022033000
Wintercove/7435 Easy Street	B	001209-000	1514020022034000
Wintercove/Northhampton	C	003640-000	1514020036034000

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Note #-1 As of July 2010, the storm water assessment is billed annually in February and due in March.

Other vendor information:

Nationwide Insurance - Policy #971284670 (\$119/month)
Directors' liability
Wintercove entrance wall damage coverage
Pond fountain electrical damage coverage

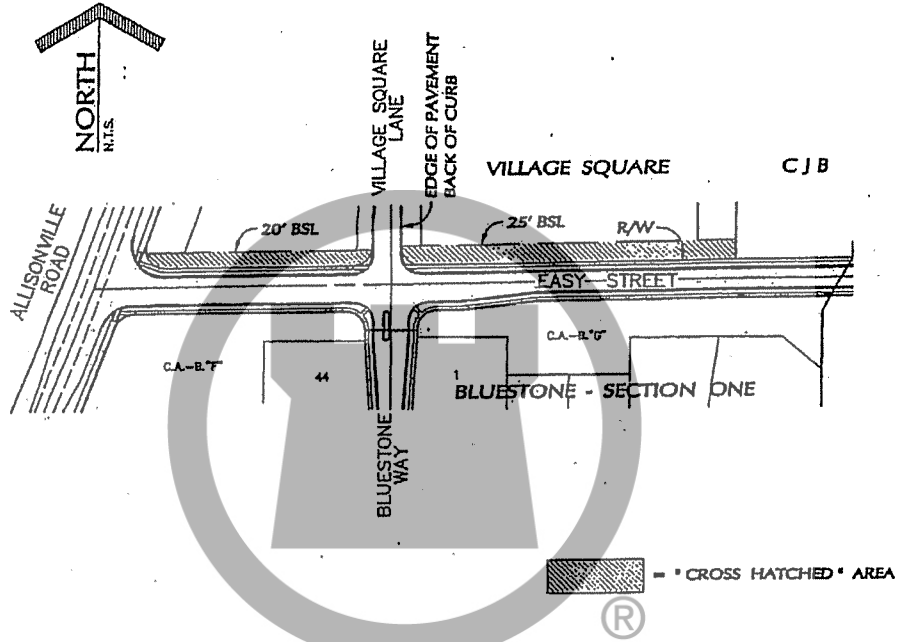


CHICAGO TITLE

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CHICAGO TITLE EXHIBIT 'C'