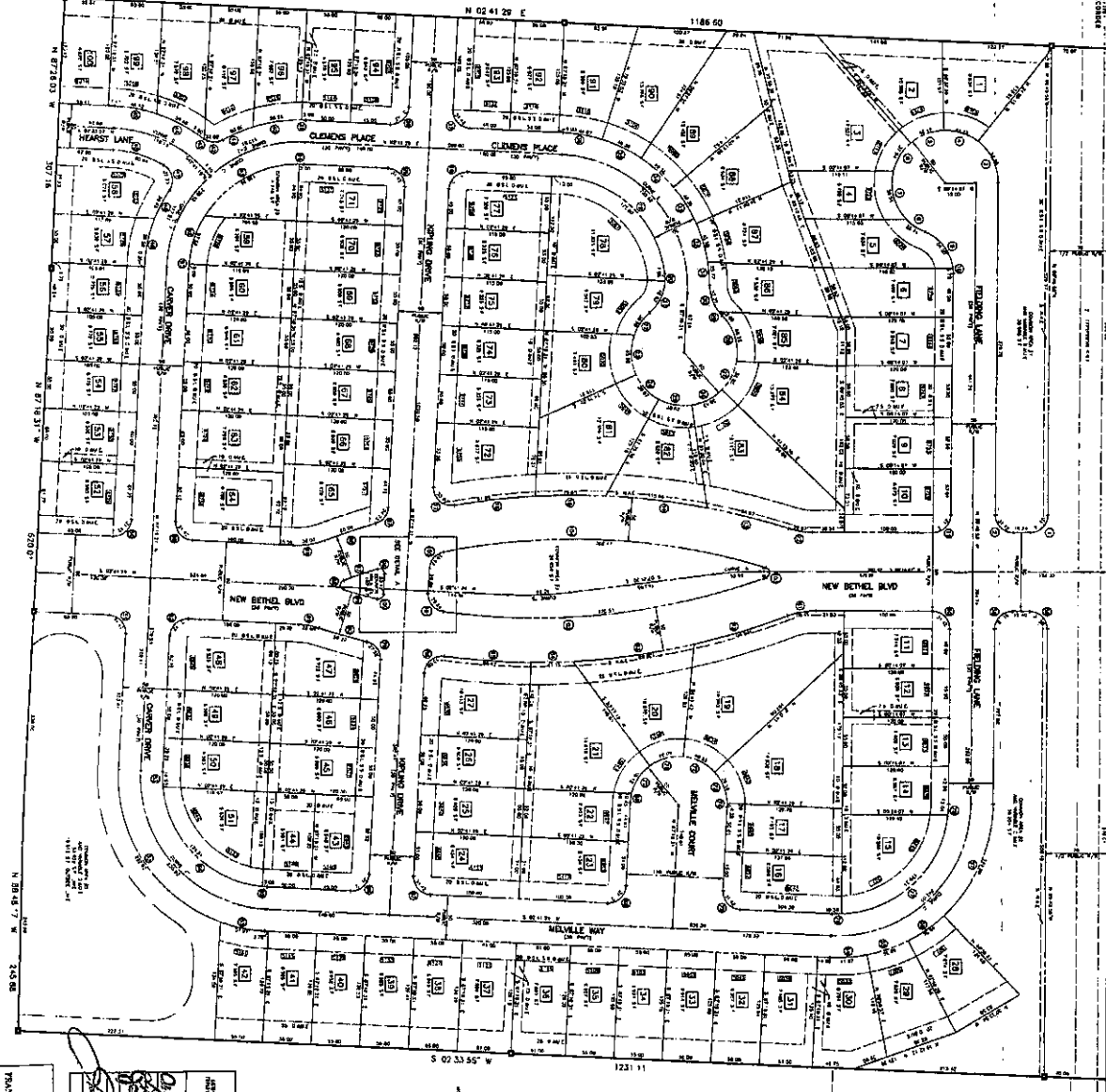


RESERVE FOR RECORD
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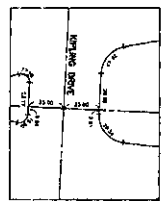
FILED
 AUG 19 2005
 TRANSMITTED TO
 MARION COUNTY

SEAL

STATE OF INDIANA
 DEPARTMENT OF LOCAL GOVERNMENT
 MARION COUNTY, INDIANA

FINAL PLAT
THE VILLAGE
AT NEW BETHEL
SECTION ONE
FRANKLIN TOWNSHIP,
MARION COUNTY,
INDIANA
ZONING: D-P

2005-0131947

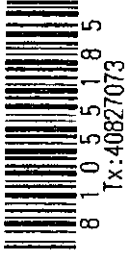


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SCALE: 1" = 60'

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THIS DOCUMENT IS PROVIDED FOR SOLE USE OF FIDELITY NATIONAL GROUP AND IS NOT ELIGIBLE FOR RESALE UNDER IC 36-27

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Pages 3

PLAT

Subdivision/HPR The Village at New Bethel Sec 2 Final Plat

Legal Description NE 1/4 S6 T14N R5E

Owner Timberstone Dev LLC

A201500119723

Cross Reference

2015-114749

11/18/2015 3:13 PM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER

DATE

FEE: \$ 31.00

PAGES: 3

By: GW

DMD/VOID STAMP

AND SURVEYOR

TOWNSHIP

ASSESSOR

NOTARY

Declaration

Other

Township

FRANKLIN

CONTACT PERSON

Bob Staton Staton

PHONE NUMBER

707-3741

EMAIL ADDRESS

A201100072383



45
TP

August 15, 2011 2:12 PM
Julie L. Voorhies,
Marion County Recorder

Pages: 45
Fee: \$146.50
By: TPP

**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF THE VILLAGE AT NEW BETHEL**

THIS FIRST AMENDED DECLARATION shall, with the exception of standard enforcement commitments which are contained in paragraphs 11, 12, 13, and 14 on Page Two of the below identified Final Plat of Section One, which remain in affect and are incorporated herein by this reference, **supersede in its entirety** the Development Standards and Plat Restrictions for The Village at New Bethel - Section One, which were executed on August 4, 2005 and recorded on or about August 12, 2005 as Instrument No. 2005-0131947 in the Office of the Recorder of Marion County, Indiana, is made effective this 11th day of August, 2011, by Standard Investments IV, LLC (hereinafter referred to as "Declarant"), by Standard Investments, II, LLC as the owner of the remaining developed lots in Section One, and future unplanned areas (hereinafter referred to as the "Developer"), and the Pre-Existing Lot Owners, as defined hereinafter.

WITNESSETH:

WHEREAS, Declarant, the Developer, and the Pre-Existing Lot Owners, are the owners of lands contained in the area shown on and/or legally described in the Final Plat of Section One which was recorded on or about August 12, 2005 as Instrument No. 2005-0131947 in the Office of the Recorder of Marion County, Indiana Section One, which lands will, along with contiguous real estate to be developed in the future, all eventually be subdivided as the "Village at New Bethel Subdivision" (hereinafter generally referred to as the "Development"), and which will all be more particularly described in the plat thereof to be recorded in several sections in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Declarant and/or the Developer, as the owner of all the Common Areas of Section One and all the developed lots in Section One not owned by a Pre-Existing Lot Owner, and also of contiguous real estate proposed to be developed in the future, intend to own, use, sell and convey the Lots and lands in Section One owned by each of them, and future Lots, and desire to impose upon all the real estate within said present, previous and future platted areas of the Development, mutual and beneficial covenants and restrictions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the Lots and lands in the Development, and the future Lot Owners therein and thereof; and

WHEREAS, the Pre-Existing Lot Owners (defined as the owner(s) of any of the Lots in Section One which contain a completed home as of the date of this First Amended Declaration of Covenants, Conditions and Restrictions of the Village at New Bethel, which said lots are numbered 7-10, 18, 19, 27, 28, 42, 48, 50-56, 58-60, 64, 65, 71, 72, 74, 76, 78-81, 83-90, and 92-100), also desire to own, use, sell and convey their respective properties subject to the Restrictions, and each has acknowledged same by their signature on this First Amended Declaration, or via subsequent instrument which shall be deemed incorporated herein at the time of recordation as applicable.

NOW, THEREFORE, Declarant, the Developer, and the Pre-Existing Lot Owners, hereby declare as to all of the platted Lots and Common Areas in Section One, and as to the lands located within the Development as they become platted, that all are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Declarant, the Pre-Existing Lot Owners, and upon all 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.

I Definitions.

- A. "Act" - shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended, or any successor act.
- B. "Annual Assessment" - amount to be paid to the Association by each Lot Owner/Owner annually.
- C. "Articles" - shall mean and refer to the Articles of Incorporation of the incorporated Association, as the same may be amended from time to time.
- D. "Assessments" - collectively refers to Annual Assessments, Lot Assessments and Special Assessments.
- E. "Association" - VNB HOA, Inc., an Indiana non-profit corporation, its successors and assigns.
- F. "Association Documents" - the articles of incorporation, by-laws, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association or a Committee charged with such regulation by this Declaration as the same may hereafter be amended in accordance with their terms.
- G. "Board" - the board of directors of the Association.
- H. "Builder" - the person or entity who actually constructs the home built on the respective Lot. The Builder is generally anticipated to be the initial recipient of a Conveyed Lot; and at the time this Declaration is recorded is not identified.
- I. "By-Laws" - shall mean and refer to the Code of By-Laws of the incorporated Association as the same may be amended from time to time.
- J. "Committee" - shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 18 of this Declaration.
- K. "Common Expenses" - expenses incurred in administration, the upkeep and maintaining the Common Property including but not limited to the payment of property taxes and other assessments, and the performance of all other obligations and actions of the Association.
- L. "Common Property" - also "Common Area" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Lot Owners as well as all other portions of the Real Estate shown on any recorded subdivision plat of the Real Estate which are not Lots (or blocks which are to be divided into Lots).
- M. "Conveyed Lot" - a platted Lot which is no longer owned by either the Developer/Declarant or the Builder,

N. "Declarant" – Standard Investments IV, LLC and any manager, general partner, shareholder, successor or assign thereof to which Declarant specifically assigns any of the rights of the Declarant under this Declaration by a written instrument.

O. "Developer" – Standard Investments II, LLC and any manager, general partner, shareholder, successor or assign thereof to which Developer specifically assigns any of the rights of the Developer under this Declaration by a written instrument.

P. "Development Statement" – the Preliminary Plan for the overall planned unit development of the Development is a part, which was approved in the rezoning of the overall approximately 168 acres of real estate to the D-P classification of the Dwelling Districts Zoning Ordinance in Case No. 2002- ZON-180 (2002-DP-021), as amended by 2007-APP-094 on or about September 19, 2007, and as further amended by 2010-MOD-008 on or about July 15, 2010, and as further amended. The Development Statement sets forth the several applicable development standards and zoning commitments for the Development, and is on file in the City of Indianapolis Department of Metropolitan Development, as the same may hereafter be amended in accordance with their terms. In order to retain flexibility to utilize the Modification process as the Development proceeds, many of the actual Commitments contained in the Development Statement have not been restated herein. However, significant items are covered in those Commitments, and they remain in force unless until Modified via formal legal process, even if amendments are made to this Declaration. Any references herein to certain paragraphs or issues contained in said Development Statement are superseded by any future Modifications to same.

Q. "First Mortgagee" - the holder of a mortgage against a Lot (and generally the improvements constructed thereon) which is in the first (or primary) position as compared to any other mortgage against said Lot.

R. "Improvements" - all buildings and garages; overhead, above-ground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than 30 inches high when fully grown; and all other structures of every type.

S. "Lot" - a discrete parcel of real property identified upon the recorded subdivision plat of the Development, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Development dedicated for public use.

T. "Lot Owner"- also "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation. The Developer or Declarant shall be a Lot Owner or Owner for purposes of voting, but not for any other purpose unless the Declarant or Developer elect Lot Owner status in writing, which may be limited in scope or time period at Developer or Declarant's sole discretion.

U. "Lot Assessment"- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Lot Owner of the Lot(s), costs of additional insurance premiums specifically allocable to a Lot Owner, costs of any utility expenses chargeable to a Lot Owner but not separately billed by the utility company, and all other charges reasonably determined to be a Lot Assessment by the Board.

V. "Manager" - a person or entity retained by the Board to assist in the management of the Association.

W. "Member" - any person or entity entitled to membership in the Association.

X. "Perimeter Lot" – generally defined as a Lot which is within 150 feet of the right of way line for either Franklin Road or Thompson Road, as applicable, and which is also the first Lot in from said right of way line as measured perpendicular thereto. May be used to refer to Lots with back yards which abut other portions of the perimeter of the Development.

Y. "Person" - an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Z. "Phase One" – shall mean and refer to the portion of the Development platted as Section One as of April 30, 2010, as amended.

AA. "Phase Two" -- shall mean and refer to the balance of the Development which is not included in Phase One.

BB. "Plat" - shall mean and refer to the subdivision plat or plats of the Real Estate recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

CC. "Residence" – shall mean the dwelling unit or home, and such terms shall be considered one and the same as used interchangeably herein.

DD. "Restrictions" - shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time.

EE. "Rules" - the rules and regulations governing use of the Development and the Common Property, as may be established by the Board from time to time.

FF. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to rights granted herein, or at a special meeting of the members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of any fund established as a reserve.

GG. "State" - the State of Indiana.

HH. "Turnover Date" - the date upon which the Declarant/Developer turns over control the Association to the Lot Owners. This shall occur no later than the date upon which 95% of the Lots in the overall Development which contain completed homes have been deeded from the Developer/Declarant/Builder to the initial homeowner.

2. Effect of Becoming an Owner - The owner(s) of any Lot in the Development, or any Lot or real estate which is otherwise subject to the Restrictions contained in the Declaration, either by execution hereof or by subsequent instrument (as to the Pre-Existing Lot Owners), or the future acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or any other owner of such Lot, shall accept such deed and/or execute such contract subject to each and every covenants, restriction and agreement herein contained. By execution hereof or by subsequent instrument (as to the Pre-Existing Lot Owners), and/or the acceptance of such deed and/or execution of such contract, the owner (Lot Owner) acknowledges the rights and powers of Declarant with respect to these covenants and restrictions; and also for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Declarant and to and with the owners and subsequent owners of each of the Lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

3. Drainage, Utility and Other Plat Easements - There are strips and parcels of ground as shown on the plat marked Landscape, Drainage and/or Utility Easement ("L, DU & SE") which are hereby reserved for the use of landscaping, public utilities (including but not limited to drainage structures, swales and improvements, and sanitary

sewer, but not including transportation companies), for the installation and maintenance of poles, mains, laterals, ducts, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the Declarant or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. In addition, other Plat easements may be created by Declarant pursuant to written instruments recorded in the office of the Recorder of Marion County, including but not limited to entry way easements, pond access easements, common area access easements, woodland preservation easements and public health and safety easements, either separately or in any combination thereof. The Declarant and/or the Association shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes. However, no Lot Owner shall modify the Easement, place any improvements within the Easement, modify any improvements within the Easement, change the surface area of any Easement (other than mowing and the like) or otherwise make any changes within the areas reserved as such easements without the prior written permission of the Declarant and/or the applicable municipal authority which benefits from said Easement, as applicable.

4. Use Restrictions - The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Declarant and every Lot Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees. Present or future Lot Owners, the Declarant or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, including reasonable attorney fees and costs, but there shall be no right of reversion or forfeiture resulting from such violation.

A. Use of Lots.

1. Single Family Residential Usage - Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence.

2. Diligence in Construction - Every building whose construction or placement on any residential Lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. For the purposes of this paragraph, construction of a residence will be deemed "completed" when the exterior of the residence (including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway, landscaping and garage/yard light) has been completed in conformity with the approved plans. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage, or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

3. Prohibition of Used Structures - All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot, except that used brick or other exterior design features utilizing other than new materials may be used if specifically approved by the Committee.

4. Accessory Outbuildings - Other than a detached garage which is the only garage on the Lot, no detached accessory buildings shall be built on any Lot during the original construction of the home. After occupancy, a mini barn/storage building (with or without a permanent foundation) MAY be approved by the Committee, if said building is less than 150 sq. ft. in size, is not constructed primarily of metal, tin, aluminum or the like, the roof is of a pitch not less than the roof pitch of the residence, the roof is shingled to match the home, the siding is painted to match the home, is constructed to any other standards imposed by the ARC, its location on the Lot is approved by the Committee, and a commitment is made to maintain said building to these standards or any others imposed by said Committee. No detached accessory building shall be placed in a designated drainage, utility

or landscape easement area, and the Committee shall not have the power to approve such encroachment.

5. Occupancy or Residential Use of Partially Completed Residence Prohibited – No residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until it has been substantially completed. The determination of whether the residence has been substantially completed shall be made by the Committee, and such decision shall be binding on all parties.

6. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision which are not superseded by this First Amended Declaration, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

B. Use of Common Property or Area. - The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of a Lot. The retention ponds shall be for drainage and passive recreational purposes only; and no wading, swimming, boating, fishing or ice skating, either therein or thereupon, is permitted. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Lot Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into any drainage structure or pond, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. No Owner or other Person shall take or remove any water from or out of any pond, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No Owner or any other Person shall do or permit any action or activity which could result in the elevation of the level of any pond being changed. No Owner or other person shall construct or place any dock, flotation device or structure in or around any pond. Except as otherwise provided, no Person using a pond, if any, has the right to cross another Lot or trespass upon property not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration.

C. Noxious, Offensive, or Hazardous Actions or Materials. - No noxious or offensive activities shall occur upon on any lot in the Development, nor shall anything be done on any of said Lots that shall be or become an unreasonable and/or material annoyance or nuisance to any owner of another Lot in the Development. No residence or Lot shall be used in any unlawful manner or in any manner which is reasonably likely to cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might reasonably be a material nuisance, annoyance, inconvenience or a cause of damage to other Owners and occupants of residences or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons between the hours of 10:00 PM and 7:00 AM. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property. No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed. This paragraph shall not be construed so as to prohibit the Developer and the Builder from construction activities consistent with its residential construction practices that are otherwise in compliance with applicable laws and ordinances of Marion County, Indiana.

D. Signs. - With the exception of Permitted Signs (described hereinafter in this Section 4(D)), all signs including but not limited to those advertising a garage sale, must be approved by the Association before the sign is placed upon any Lot or Common Area. Permitted Signs shall include only those professionally constructed signs advertising a home for sale on a Lot for sale by a licensed and registered real estate broker/company, non-illuminated and less than or equal to six (6) square feet in size. All Permitted Signs advertising a Lot (or a home on a Lot) for sale shall be removed within three (3) business days of the closing on the sale of the Lot.

Signs advertising a Lot (or a home on a Lot) "For Lease" or "Rent to Own" or similar are expressly prohibited and may not be placed on any Lot or any home constructed thereon.

The Declarant/Developer and the Builder as identified by the Declarant at applicable future times, are expressly exempt from the provisions of this Section 4(D) and may post signs on Lots, homes and/or Common Areas owned by each so long as such signs are in compliance with applicable codes and the signage provisions in the Development Statement.

E. Animals. - No farm animals, fowls, or domestic animals (maintained for food or for commercial purposes) shall be kept or permitted on any Lot or Lots in the subdivision. The keeping of house cats, dogs, or similar domestic animals traditionally defined as "pets" (not to include swine under any circumstances, nor "exotic" pets unless approved in advance by the Board) shall not be considered a nuisance "per se" in violation of the Restrictions so long as the number of each such type of pet does not exceed two (2) which are over the age of eight (8) weeks. Excessive barking of dog(s) or vicious animals shall constitute a nuisance and in such case the animal may be ordered removed from the Real Estate by the Association. Other than those occasions where a pet is on a leash being exercised and/or under the direct control of the owner or occupant of a dwelling in the Development, no pet shall be allowed outside the boundaries of its owner's Lot. In addition, the Lot Owner or occupant of a dwelling shall only allow a pet in their possession to be out of their direct control outside of the dwelling, if such pet is either: (1) kept within an area on the Lot which is securely fenced with an approved above or below ground fence or enclosure, or; (2) on a secure leash or chain which restricts such pet to the rear yard at least ten (10) feet away from any border of the Lot. Owners are responsible for the cleanup of any animal fecal matter or other droppings ("Animal Matter") deposited by animals owned by them or their guests in any Common Area or other Owner's Lot, and the failure to remove any Animal Matter from any Common Area or other Owner's Lot may, unless otherwise prohibited by law, subject the Owner to a fine not to exceed \$50.00 per occurrence as determined by the Board.

F. Awnings. - Except on Lots on which there is maintained a sales office or model home by the Declarant or Builder, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere on the Real Estate.

G. Business. - No trade or business may be conducted on or from any Lot, except that an Owner or occupant resident on a Lot may conduct limited business activities within a residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, (b) no sign or display is erected that would indicate from the exterior that the residence is being utilized in part for any purpose other than that of a residence; (c) no commodity is sold upon the premises, shipped from the residence or delivered to the residence; (d) no person is employed/subcontracted other than a member of the immediate family residing in the residence; (e) no manufacture or assembly operations are conducted; (f) the business activity conforms to all zoning requirements for the Real Estate; (g) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door-to-door solicitation of residents of the Real Estate; and (h) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or residence shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by the Declarant or its affiliates, or the Builder, with respect to its development and sale of the Real Estate and improvements upon Lots which are owned thereby.

H. Storage. - No open storage of any kind is permitted on lots or common areas within the Development at any

time. Any temporary moving containers (PODs and the like) shall not remain outdoors on the Lot for more than forty eight (48) hours; and at no time shall such temporary moving containers be placed/set at a location within the street right-of-way.

I. Hotel/Transient Uses, and Leases. - No Lot may be used for hotel or transient uses in exchange for any payment or other consideration, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases of any residence shall be in writing and shall be subject to the Declaration.

J. Vehicles. - The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicles on Lots and/or Common Areas, and within the public right-of-way associated with the public streets within the Development. The parking or storage of commercial vehicles or trucks, trailers, semi-trucks, boats, snowmobiles, jet skis, campers, recreational vehicles (RVs), mobile homes, etc. shall not be permitted within the public right-of-way associated with the public streets within the Development, on any driveway, on any Common Areas, or on any Lot (except on a Lot in an enclosed permanent structure completely shielded from view in the case of such vehicles which are otherwise permitted by all applicable laws and ordinances) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction, remodeling, or other material improvements to the Lot or the residence on the Lot. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, boat trailer, camp car, camper, moving van, semi-trailer, flat-bed trailer, or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof; or for the storage and/or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, and vans and light pickup trucks which are 1 ton or smaller in size and which are used as a personal transportation vehicle by an Owner or a member of an Owner's family. The repair of inoperative motor vehicles or the material alteration of motor vehicles shall not be permitted on any Lot unless said work involves only the Lot Owner's personal vehicle, and all such work is performed entirely within a garage and such use is otherwise in compliance with all laws and ordinances. At no time shall an unlicensed (no current tags) or inoperable vehicle be stored anywhere on the Lot or in the public right-of-way associated with the public street. At no time shall any vehicle otherwise legally parked anywhere on the Lot or the public right of way associated with the public street (other than inside an enclosed permanent structure) be covered with any protective tarp or canvas, plastic sheeting or temporary tent or storage structure of any kind. Vehicles are prohibited from being parked on both sides of the same portion of the same street. Vehicles are prohibited from parking in a private driveway in a fashion which blocks the public sidewalk intersecting said driveway for more than six (6) straight hours.

K. Trash. - Except for the reasonably necessary activities of the Developer during the original construction of the Development, and reasonably necessary activities of the Builder during the original construction of the residence and related improvements on the Lot, no burning, burying, or storage of trash, garbage or other refuse of any kind shall be permitted on any Lot or Common Area unless approved by the Committee. All trash and waste shall be deposited in covered, sanitary trash containers, screened from view. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept so as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made. No Lot shall be used or maintained as a dumping ground for trash, nor shall any accumulation of refuse or trash, including but not limited to compost, be permitted on any Lot or Common Area.

L. Antennae. -To the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, no outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises. Notwithstanding the foregoing restrictions, satellite dishes with a diameter less than forty (40) inches shall be permitted if erected or installed in any of the following preferred locations, which are listed in order of preference:
(i) any portion of the roofed area of the dwelling which is located behind the main ridge of the roof, with the height

of the dish not exceeding the height of the main ridge; (ii) mounted on the back wall of the residence; (iii) if the home contains a side facing gabled roof which is located in front of the main ridge of the roof (such as certain three car garage plans), then on any portion of the back facing side of said gable roof, with the height of the dish being below the ridge of said gable roof; (iv) on a pole located in the back yard (or the side yard if located at least 20 feet back from the front wall of the home), which said pole is no more than 10 feet away from the abutting wall of the residence, is not in a drainage easement, side yard setback or rear yard setback, and the height of which (including the height of the dish) does not exceed seven (7) feet. In cases where a reasonably acceptable quality signal cannot be obtained from any of the above described "preferred locations", then provided that the Lot Owner obtains and provides to the Board reasonable evidence of the lack of suitability of any of the "preferred locations", then the dish may be mounted at other locations on or around the dwelling so long as the dish is erected or installed to reasonably minimize visibility from the public street running along the front of the lot. As alternative examples, again listed in order of preference, the dish might still be mounted on the portion of the roof behind the main ridge, but to obtain an acceptable quality signal would need to be installed at a height which would exceed the height of the main ridge of the roof by not more than four (4) feet, or as a last resort the dish could be mounted on the roof in front of the actual main ridge, so long as it is located closer to the main ridge of the roof than to the actual front edge of the roof. Barring exceptional circumstances, no more than two dishes shall be installed on any Lot, nor will any installation mounted on the front wall/face of the dwelling be allowed to remain. Any Lot Owner who desires to avoid the risk of installing a dish at any location other than a "preferred location", may request the prior approval of the proposed location of a dish or other antennae by the Board by submitting a plan showing the proposed alternative location along with supporting evidence and any additions or supplements thereto as requested by the Board.

M. Basketball Goals. - No basketball goal shall be placed or maintained within the right-of-way of any street. No basketball goal may hang from or be affixed to the exterior of a residence or garage. The location of a basketball goal on the Lot is subject to prior approval of the Committee if it would be visible from a public right-of-way adjoining the Lot.

N. Play Equipment. - Children's play equipment such as sandboxes, swing and slide sets, and trampolines shall not require approval by the Committee as to design, location, color, material and use, so long as such equipment is not more than twelve (12) feet high (to the highest point of the structure) is properly painted and maintained by the Owner in good repair and such equipment is located in the rear yard of the Lot and not within the rear and/or side yard setbacks or any easement. All equipment not satisfying all of the foregoing exceptions shall require approval by the Committee as to design, location, color, material and use.

O. Flag Poles. - Unless otherwise approved by the Committee, flag poles shall be limited to one (1) per Lot, and no flag pole shall exceed twenty (20) feet in height.

P. HVAC Units. - No room air conditioning unit shall be installed so as to protrude from any roof or wall of any residence or garage; provided, however, that this Restriction shall not apply to central air conditioning units. If an individual room window air conditioning unit is installed, it may only be placed in and protrude from a window on the rear wall of the residence or garage. Any individual air conditioning unit not satisfying the foregoing exception shall require approval by the Committee as to location and use. No open loop geothermal heat pumps shall be allowed unless approved in advance by the Declarant.

Q. Driveways. - All private driveways shall be hard surfaced, shall not be less than sixteen (16) feet wide at any point.

R. Model Homes. - No Owner of any Lot (except Declarant and Builder) shall build or permit the building upon said Lot of any residence that is to be used as a model home or exhibit house without written prior permission to do so from the Declarant.

S. Utility Lines. - All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

T. Drains and Sump Pump Discharges. - No house footing drain (sump) or roof water drain shall be discharged into the sanitary sewers. Any Owner or Builder damaging, changing, or altering any drainage easements, or discharging in a manner which is not in compliance with all applicable laws and ordinances shall be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, the Declarant or the Association will cause repairs or modifications to be accomplished and the cost thereof shall be an expense of the Lot Owner. The Association and/or the Declarant, as applicable, shall make a Special Assessment against the Lot, and also shall have a lien against said Lot for such costs, including but not limited to the actual costs incurred, reasonable related costs and expenses, prejudgment interest, court costs, and actual attorney's fees. Such lien may be formalized via a recorded Notice of Intent to Hold Lien being recorded against the Lot; but the lien shall be valid even without the actual recordation of same. The Association, its Board members, the Declarant, or any agents, employees or contractors shall not be liable for any damage which may result from any work performed pursuant to the foregoing provisions.

U. Tanks. - With the exception of a standard gas/propane storage tank used for a gas grill, no liquid or gas storage tanks shall be permitted to be located anywhere on a Lot outside the interior edge of the perimeter foundation of the home and/or garage. Any such tank shall be utilized only for approved residential and accessory purposes; and shall conform to all applicable Federal, State and local standards. The tank and related improvements shall not be visible from any surrounding property.

V. Wells and Septic Tanks. - No water wells shall be drilled on any Lot, nor shall any septic tanks or other sewage disposal systems be installed on any Lot.

W. Landscaping of Common Areas. - No Owner shall plant trees, landscape or do any gardening in any of the Common Areas, except with express prior permission from the Board.

X. Mailbox. - Developer shall designate a required uniform design, coloring and lettering plan for the curb side mailbox and post for each Lot. Said mailbox and post shall be installed by the Builder simultaneously with the construction of the home. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another which complies with said uniform plan. No separate newspaper box shall be permitted other than those approved by the Committee. If a centralized community mail delivery system is implemented, the Association may require the removal of individual mailboxes and posts.

Y. Yard Lights, Lamp Posts, or Garage Light. - A "Coach style" light shall be installed on each side of the garage door on each home. These lights shall be controlled by a photoelectric cell or similar to provide illumination from dusk to dawn. The Lot Owner shall be responsible for maintaining and repairing said light so it remains operational at all times, or replacing same if necessary with a like-kind light. All such lighting shall conform to standards set forth by the Committee.

Z. Swimming Pools. - No above ground swimming pool shall be permitted upon any Lot, with the exception of a temporary pool designed for use by a child, which said pool is located in the rear yard at least eight (8) feet away from the abutting side Lot line and which is not left outdoors on the Lot for more than ten (10) consecutive days. Nothing in this section shall be interpreted to prohibit the installation of a hot tub or sauna. The only type of pools permitted shall be permanent in-ground pools with professional construction. All pools, hot tubs and saunas should be oriented to minimize reasonably likely negative effects on neighboring Lots. All fencing or protective enclosure related to the pool, hot tub or sauna shall be subject to the prior review and approval of the Committee, and in addition must conform to state, county and municipal regulations. The use of plantings/screenings in the vicinity of the pool, hot tub or sauna will likely be required to soften the visual and sound effect on adjacent Lots or Common Properties. Therefore, all submittals to the Committee for the approval of a pool, hot tub, sauna and related improvements shall include a specific landscape plan.

AA. Temporary Structures/Camping. - No house trailer, camper, or similar temporary residential vehicle, trailer or structures shall be placed on any Lot (except upon the driveway if otherwise permitted). No temporary residential vehicle, trailer, or structure may be used as a residence. A tent (not more than eight (8) feet in total height) may be placed in the rear yard of the residence and used for overnight camping (primarily by minors), so long as such use does not exceed two (2) nights in a row, or a total of 4 nights in any thirty (30) day period. No tent shall be permitted to remain on any Lot longer than three (3) days in a row, or a total of six (6) days in any thirty (30) day period. The occasional camping activity permitted hereby shall still be limited by the provisions of subsection C of this paragraph 4.

BB. Carports and Side Drives. - No carport shall be placed or erected on any Lot; nor shall any side gravel drives or gravel parking areas be installed or used on any Lot.

CC. Ditches, Swales, and Drainage. - It shall be the duty of the Owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection. 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 ditch or storm drain even if no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the municipal authority "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. 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. It shall be the duty of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this paragraph.

DD. Compliance with Rules. - All Lot Owners and members of their families, their guests, or invitees, and all occupants of any home, or other persons entitled to use the same shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board or its authorized Committees governing the operation, use and enjoyment of the Common Property.

EE. Compliance with Development Statement. - So long as any portion of the Development Statement is in effect, no use shall be made of any part of the Development which violates said Development Statement, or the zoning commitments contained therein; and all Lot Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Development shall at all times fully comply with the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Development Statement.

5. Lot Owner's Responsibility for Building and Grounds Maintenance; Remedies for Violation - The Lot Owner and/or party in possession of each Conveyed Lot in the Development shall conform to the following standards:

A. Even prior to occupation of the Lot, keep and maintain such Lot in an orderly manner, causing weeds and other growths to be reasonably cut and preventing the accumulation of rubbish and debris thereon;

B. Within the same growing season as the completion of the home, to seed and establish the entire yard, and subsequent thereto mow and maintain the lawn on the Lot in a fashion consistent with the way the yard areas within the Common Areas in the subdivision are maintained;

C. Promptly remove all debris or rubbish;

- D. Promptly remove dead limbs on any trees, and remove any dead or diseased trees;
- E. Where applicable, prevent debris, foreign material, toxic, hazardous, or damaging materials or substances, from entering drainage areas, swales, and/or storm sewers;
- F. Paint, clean and/or otherwise keep the exterior of all improvements in such a state of repair and maintenance as to be consistent with good property management as determined by the Committee;
- G. Comply fully and promptly with all provisions of these Restrictions, the Development Statement, and the rulings and decisions of the Declarant, the Association, and/or the Committee.

In the event that any Lot Owner and/or party in possession shall fail to maintain his/her Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, after at least five (5) days advance written notice, the Association and/or the Declarant shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean, remove, reconstruct, modify, or perform such other acts as may be reasonably necessary to make such Lot and the improvement(s) situated thereon, if any, conform to the requirements of the Restrictions. The cost thereof shall be an expense of the Lot Owner, and the Association and/or the Declarant, as applicable, shall make a Special Assessment against the Lot, and also a lien against said Lot for such costs, including but not limited to the actual costs incurred, reasonable related costs and expenses, prejudgment interest, court costs, and actual attorney's fees. Such lien may be formalized via a recorded Notice of Intent to Hold Lien being recorded against the Lot; but the lien shall be valid even without the actual recordation of same. The Association, its Board members, the Declarant, or any agents, employees or contractors shall not be liable for any damage which may result from any work performed pursuant to the foregoing provisions.

6. **Rights and Obligations of the Association.** A property owners association is or shall be created which is anticipated to be named VNB HOA, Inc. (the "Association"), an Indiana nonprofit corporation, which shall have, in addition to all rights and obligations otherwise set forth in or contemplated by this Declaration, the Act, or the Association Documents, the following rights and obligations::

A. **Common Property/Common Area.** - Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association and the Members a full, partial or shared interest in any real estate or personal property, or any interest therein in the nature of an easement. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Lot Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, safe and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration.

B. **Personal Property and Real Property for Common Use.** - The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real estate in addition to that property conveyed to it by Developer.

C. **Maintenance Obligations.**

1. **Ponds and Drainage Improvements.** - Although the ponds and the storm drainage easements in the Development shall be a part of the drainage system of the Development which also runs to the City of Indianapolis, the Association shall control the water quality and condition of the retention ponds and drainage improvements.

2. **Landscaping and entry areas.** - The landscaping contained upon Common Property/Area, any other entry area improvements, including but not limited to any perimeter fencing, the subdivision signage, and any structures related to the entrances, shall be regularly mowed, planted, replanted, replaced, repaired and/or well

maintained by the Association for the beautification of the Development.

3. Other Common Areas. - Any landscaping, grass, trails or sidewalks, structures, recreational facilities such as pools, gazebos, play equipment, or any other type of improvements located on Common Area or owned by the Association shall be managed and well maintained by the Association and shall be the full responsibility of the Association, subject to any restrictions imposed by Developer at the time of transfer.

4. Decorative Street Lights. - Such lights shall be installed by the Declarant/Developer at the main entrance and street intersections within the subdivision, and possibly other areas, during the initial development of the subdivision. These lights shall be maintained by the Association, which shall also pay all utility costs related thereto.

5. Snow Removal. - The Association shall supplement the municipal snow removal services as necessary, and shall pay all costs related to hiring private contractors as required.

D. Cost-Sharing Agreements. - The Association may enter into cost-sharing agreements with other home owners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, signs, landscaping, storm water retention facilities, mounding, fencing, lake and lake access easements and facilities, and any other improvements that benefit the Development.

E. Rules and Regulations. - The Association may make and enforce reasonable rules and regulations governing the use of the Property, which may be in addition to and shall not be inconsistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Lot Owners, including without limitation: (i) reasonable monetary fines, unless prohibited by law, which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Lot Owner, tenant, guest or invitee of any Lot Owner, the amount shall be due and payable by such Lot Owner and shall be a Lot Assessment against such Owner's Lot. Owners shall be bound by all such Rules and Regulations promulgated by the Association the same as if specifically included herein and recorded herewith.

F. Implied Rights. - The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration or reasonably necessary to effect any such right or privilege.

G. Managing Agent. - The Board may retain and employ on behalf of the Association a Manager or Managing Agent, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreements shall not exceed One (1) year; and shall allow for termination by either party without cause or penalty, upon no more than ninety (90) days prior written notice. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have, and Declarant hereby reserves to itself, the exclusive right to manage or designate a Manager or Managing Agent, and to perform all the functions of the Corporation, until the Turnover Date. Declarant may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

H. Insurance. -

1. As of the Turnover Date, the Association shall be required to obtain and maintain adequate blanket property/casualty insurance, comprehensive public liability insurance and flood insurance covering all of the Common Property in an amount as is required by law or commonly required by prudent institutional mortgage investors. The public liability coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury,

including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Association, the Board of Directors, or any committee of the Association or Board, any Managing Agent appointed or employed by the Association, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Development. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Lot Owners.

2. The Association may, in the discretion of the Declarant prior to the Turnover Date, and the discretion of the Board thereafter, obtain and maintain the following insurance: (a) fidelity bond coverage and/or surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board (any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board), and also workers' compensation insurance for all managers, managing agents, officers directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund other obligations of the Association, (d) additional insurance against such other hazard's and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses.

4. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Lot Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to cover the additional costs.

1. Condemnation. - The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property or any portion thereof. Each Owner hereby appoints the Association as its attorney-in fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Lot Owners.

J. Books, Records. - As of the Turnover date, upon reasonable notice of any member in good standing, the Association shall be required to make available for inspection all books, records and financial statements of the Association.

7. Powers: Assessment and Collection - The Association shall have all the powers set forth in the Declaration, the Association Documents and in the Act, together with all other powers that belong to it by law, including the power to levy Annual Assessments, Lot Assessments and other Special Assessments against the Lots.

8. Membership and Voting Rights - Every Lot Owner shall be a member of the Association. The Association shall have two classes of membership. For purposes of determining classes of membership (1) a Class A member shall be the owner of any Conveyed Lot; (2) a Class B member shall be the owner of any lot which is not a Conveyed Lot (includes developed platted Lots which have not been conveyed, a Common Area, and also undeveloped platted lots. Each reference to a Lot in this Declaration shall be deemed to either be a Conveyed Lot, a Conveyed Lot containing a completed home (as applicable), or a lot which is not yet a Conveyed Lot, respectively. Each reference to a Common Area shall be deemed to be to a platted common area or block.

8.1 Class A. Every person, group of persons, or entity (other than the Declarant/Developer) who is a record owner of a fee interest in a Conveyed Lot shall, by this Declaration (but specifically subject to the provisions

of Paragraph 10 of this Declaration), be subject to assessment by the Association and classified as a Class A member; provided however, that any such person, group, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

8.2 **Class B.** The Class B members shall be the Declarant. The Declarant shall be entitled to two (2) votes for each platted Lot which is not yet a Conveyed Lot and which is owned by Declarant, or by the Developer, or by another entity which is owned by substantially the same members as those who own the Declarant. In addition, the Declarant shall be entitled to One Hundred (100) votes for each Common Area which is owned by Declarant, or by the Developer, or by another entity which is owned by substantially the same members as those who own the Declarant. Declarant shall have the automatic right to plat, record and sell Lots and/or Common Areas, without the consent or approval of the Association or any other person, firm or corporation. Unless previously converted voluntarily in writing by Declarant, the Class B membership shall cease and be converted to a Class A membership upon the occurrence of both of the following: 1) 95% of the Conveyed Lots which contain homes have been deeded to initial homeowners; and 2) 100% of the Common Areas have been conveyed to the Association. In any case, unless extended in writing by Declarant prior to January 1, 2021, the Class B membership shall be deemed to have ceased and been converted to Class A membership as of January 1, 2021. In the event all the Lots have not been conveyed to initial homeowners, or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, all those Class B memberships existing, if any, at time of cancellation shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until the Declarant conveys said Lot.

9. **Covenant Accepting Assessments** - Each owner of any Lot, by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (subject to the provisions of Paragraph 10 of this Declaration): 1) annual assessments or charges imposed by the Association, and 2) special assessments for capital improvements, other reasonable expenses of the Association, or the collection of expenses, fees and costs incurred by the Association or the Declarant in enforcing these Restrictions against certain Lot(s) and/or Lot Owner(s) as stated herein and/or in the Bylaws. All such assessments are to be established and collected as provided herein and in the Bylaws of the Association.

10. **Commencement of Assessments/Dues, and the Calculation and Payment of the Initial Assessments/Dues** Partial or discounted Assessments/Dues may commence accruing against a Lot at the time it is conveyed by the Declarant, and the obligation to pay such partial or discounted assessments/dues by the owner of said Lot shall continue thereafter until the date a home is completed thereupon and the Lot with a completed home thereupon is conveyed to the initial homeowner. Full Assessments/Dues shall commence accruing against a Lot as of the date each Lot with a completed home thereon is conveyed to the initial homeowner, and the obligation to pay such assessments/dues by the Lot Owner shall continue thereafter in perpetuity. The first year's partial or full assessment/dues shall be adjusted (pro-rated) according to the number of days remaining in the annual assessment period after the date of the conveyance of the Lot by either the Declarant or the Builder, as applicable. The prorated initial annual assessment, plus a one time initial assessment/fee to the Association in the amount of One Hundred and Fifty and No/100 Dollars (\$150.00), shall both be paid to the Association by the initial homeowner at (or at the time of) the closing on the conveyance of the Lot with a completed home thereon to the initial homeowner. In all cases, the Lot Owner shall pay all assessments/dues after the date commencement date thereof, on or before the due date for same.

11. **Declarant's Exemption from Assessments, and Right to Collect Advances** - The Declarant/Developer (as the owner of platted or unplatted Lots) and the Builder (as the owner of platted Lots), shall be exempt from any and

all assessments. The Declarant shall advance any deficits in usual or ordinary expense of the Association until such time as the assessments upon Lots with homes thereon is sufficient to meet such expense. However, the Declarant shall have the right to recover any such advances made by Declarant to cover such deficits, from the receipt/collection of any assessments which were assessed prior to the Turnover Date. Notwithstanding the foregoing, any advances by the Declarant for deficits in usual and ordinary expenses of the Association prior to December 31, 2014, and which are primarily related to the existing Section One of the Development, shall not be considered as an advance recoverable from any portion of the funds of the Association paid by any Pre-existing Lot Owner, unless such advance is approved as a "loan" or "recoverable advance" in writing by not less than 51% of the "Pre-Existing lot owners".

12. Assessment Procedure and Requirement For Uniform Rates - Unless otherwise authorized by the Board, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period and provide the membership due notice thereof. Annual Assessments may be made payable at more frequent periods than one (1) year by resolution of the Board of Directors of the Association. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots, unless said Special Assessment(s) are necessary to reimburse the Association for funds spent related to the enforcement of these covenants against specific Lot(s), whereupon said uniform rate requirement for similarly situated homes shall not apply, or as otherwise specified herein.

13. Right to Increase Annual Assessments - Because of uncertainties in usual and ordinary common property expenses due to Indiana real property reassessment, costs of energy, insurance, maintenance and landscaping costs or other unforeseeable operating expenses, the Board of Directors of the Association may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Declarant; and the monies received shall be entirely expended on Association expenses.

The maximum annual assessment per Lot may be increased above the maximum percentage set forth above only by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

14. Liens, Charges and Subordination - Any charge levied or assessed against any Lot, together with interest, reasonable attorney's fees and other charges and costs hereinafter provided, shall become and remain a lien upon that Lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the Lot at the time the charge fell due. Such charge shall bear interest as a late charge calculated based on an annual rate of Eighteen Percent (18%), which shall commence as the day the payment became delinquent, and shall continue to accrue until the charge and all interest, fees, and the like, are paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

The owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of a Lot in the subdivision and any person who may acquire any interest in such Lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person agrees that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid; and shall be held to have conclusively covenanted to pay the Association all charges that the Association shall make pursuant to these covenants and restrictions.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. In addition, no sale or transfer shall relieve such Lot from

liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time, obligated to perform the duty of collection of assessments.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association of the payment status of the assessments on a specified Lot, and/or that certain assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

15. **Suspension of Privileges** - Notwithstanding any other provision contained herein or in the Bylaws, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the Common Areas and facilities of the Association, of any member; (i) for any period during which any of the Association's charges owed by the member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws, the provisions of the Development Statement, the Restrictions, or the rules and regulations of the Association.

16. **Limits on the Association's Rights Against First Mortgagees** - Unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

A. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Development, Common Area (s) or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the Association shall not be deemed a transfer within the meaning of this clause.

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

C. By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on Lots, the exterior maintenance of the dwellings on Lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

D. Fail to maintain fire and extended coverage insurance on insurable Common Area(s) on a current replacement cost basis, and in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost).

E. Use hazard insurance proceeds for losses to common property for other than the repair, replacement or reconstruction of such improvements.

F. Adopt or amend any constituent document so as to give a Lot Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to the homeowner/ mortgagor of insurance proceeds or condemnation awards for losses to or a taking of Common Property/Common Area.

17. **Rights of First Mortgagees**

A. A First Mortgagee, or their successors or assigns, shall have the right to examine the books and records of the Association upon reasonable advance notice.

B. A First Mortgagee may, jointly or singly, pay the taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or

secure new hazard insurance coverage on the lapse of a policy for such Common Area, and a First Mortgagee making such payment (s) shall be owed immediate reimbursement therefore from the Association.

18. Architectural Control - There shall be created an architectural control committee (the "Committee") initially composed of between one (1) to three (3) persons appointed by the Declarant in its sole discretion. No later than the Turnover Date, the initial Committee shall turn over its authority (other than the right to approve plans for the original construction of a home on a Lot, which shall be retained by the Declarant until all homes have been completed on all Lots) to the Association, which shall then appoint three (3) persons from among its members to serve as the Committee. Both before and after the Turnover Date, so long as the standards are in compliance with the Declaration, the Committee shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of any and all improvements within the Development. The Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Committee. No improvement shall be placed, erected or installed within the Development, and no construction (which term shall include in its definition staking, clearing, excavation, grading, and other site work) shall commence until and unless the Lot Owner first obtains the written approval thereof of the Committee and otherwise complies with the provisions of this Declaration.

A. **Generally** - No dwelling, building, fence, wall, screen, pool, deck, patio, structure, addition, remodeling, reconstruction, or improvement of any type or kind shall be constructed or placed on any Lot or Common Area within the subdivision without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee (no less than thirty (30) days prior to the anticipated start of construction) by the Lot Owner or the contractor requesting authorization by the Committee, and such application shall be accompanied by two (2) complete detailed sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require.

B. **Duties of Committee** - The Committee shall make a good faith effort to review all applications and render a written decision within thirty (30) days after the date upon which all required information (and all supplemental information reasonably requested by the Committee) shall have been submitted to it. One copy of the submitted material shall be retained by the Committee, or copies thereof in a reduced form, for its permanent files and the second copy returned to applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the general reason or reasons for such disapproval. However, failure of the Committee to issue a decision within thirty (30) days shall not constitute approval until and unless the Lot Owner submits a written request thereafter for a written decision to the Committee, and after receiving such request, the Committee's failure to issue a decision continues for thirty (30) additional days.

C. **Power of Disapproval** - The Committee may refuse to grant permission to construct, place or make any requested improvement when:

1. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the applicable restrictions.
2. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

3. The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Lot Owners.

D. Specific House Plan Approval Rights and Obligations - Per the Development Statement, as a part of its review of any submitted residential house plan, and without limiting its review authority, the Committee shall specifically be responsible for determining if the provisions of Commitments 7, 11, 12, 14 and 16 of the Development Statement (including the number of homes utilizing the exception set forth in 16A) are complied with for the proposed home; and the Committee's stamp/signature of approval on the plans shall also be evidence to the City that the submitted house plan complies with each of these identified Commitments.

E. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Committee shall have the authority to grant reasonable variances from the standards contained in this Declaration, provided that the activity or condition is not prohibited by applicable law, ordinance, code, or the Development Statement; and provided further that in their judgment, the variance is in the best interests of the community, the other Lot Owners and is in the spirit of the standards of the Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Development.

F. Liability of the Committee. Neither the Committee nor any agent thereof, nor the Declarant/Developer, shall be responsible in any way for any defects in any plans, specification or other materials submitted to it, nor for any defects in any work done according thereto. Further, any action or inaction of the Committee shall not be deemed: (i) as any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used; and/or (ii) any representation or warranty as to compliance with any applicable local, county, city, state or federal law, statute, regulation, ordinance or code other than the Development Statement.

G. Inspection. The Committee may inspect work being performed with its permission to assure compliance with this Declaration, and/or the submitted plans and applicable regulations.

H. Improvements by Declarant/Developer. - Notwithstanding any provision to the contrary, all improvements installed or constructed by the Declarant or Developer, or the partners, members or shareholders of same, shall be deemed to comply in all respects with the requirements of the Committee.

I. Fencing. - The approval of the Committee must be obtained prior to any installation of any fencing, walls, mounds, and landscape screening. The approval of the Committee shall include the review and authority to approve or disapprove all fencing, walls, and landscaping screening, including the materials, design, and location, on an individual basis. It is the goal of the Committee to keep all fencing, walls or screening as harmonious as possible with the architectural character of the Development. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. With the exception of a Lot on which there is maintained a sales office or model home by Declarant or a Builder, and with the possible exception of underground fencing installed to confine a pet in the front yard, fencing shall only be allowed in the side and/or rear yard. In addition, in order to provide for fire department access to the rear of the dwelling, if any portion of the fence is located within four feet of the rear foundation line of the dwelling, a gate not less than 4 feet in width shall be placed in the fence not less than ten (10) feet from said rear foundation line. Other than fencing installed by the Declarant/Developer, no fencing shall be installed on the exterior street side of any perimeter mounding. Approved fencing should generally be professionally installed; but the Committee may approve private installation if sufficient evidence is provided that it will be constructed to professional levels of quality. Fences installed by nonprofessionals will be inspected by the Committee after completion in order to insure that the final product is of a professional quality, and final approval of the fence shall be deemed withheld until successful completion of this final review. General guidelines are as follows:

1. The exact location, material, color and height of the fence, wall, or landscape screening and a

rendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been issued by the Committee in writing within thirty (30) days after submission, then said request shall be considered DENIED.

2. With the exception of the possible perimeter chain link fence along the East side of the Southernmost portion of the Development (See Commitment 53 of the 2010 Development Statement), only residential wrought iron, treated wooden shadow box style or treated or painted wooden picket style fencing (or a vinyl fence of the same general design) shall be permitted.

3. Fencing rights and restrictions are provided in Commitments 27 through 29 of the Development Statement, as amended.

4. Walls above grade must be constructed of natural stone, masonry, or shadow box fencing.

5. Any fence constructed shall be deemed to include as a condition of the approval of same, the right for an abutting property owner to connect a fence on said abutting Lot to the installed fence in a fashion approved by the Committee.

6. The Committee will not ordinarily approve a proposed fence or wall which is located on an area where the existing grade has been or will be altered in a manner which appears unreasonable to the Committee.

7. There shall be no fencing, walls or other structures erected and maintained in any area within a designated 100 year flood way as shown on the Federal Flood Hazard Maps and/or the Plat(s) of the Development.

8. Other than fencing installed by the Declarant, no fences shall be constructed or located within any drainage, utility or landscape maintenance easement.

9. Any fence which is constructed within any easement, without regard to whether it was approved by the Committee, shall be subject to removal at the Lot Owners expense at any time.

10. The Declarant, prior to the Turnover Date (and thereafter, the Committee) may amend or change, any of the fencing guidelines.

J. Height Restrictions for Fences and Walls - The Declarant is of the opinion that the environmental integrity of the Development will be materially lessened if the open nature of the Development is damaged by the proliferation of fences of excessive height. The specific guidelines for fence and wall height restrictions are as follows:

1. The Committee will not ordinarily approve a proposed fence (other than a patio screen or privacy fence as described in paragraph 2 of this Section I) which exceeds forty two (42) inches in height unless it is reasonably necessary in order to enclose an in-ground pool, is a permitted perimeter fence per Commitment 28 of the Development Statement, or a permitted privacy fence per Commitment 29 of the Development Statement.

2. In no case shall fencing or a wall on a lot exceed six (6) feet in height above grade.

3. The Declarant, prior to the Turnover Date (and thereafter, the Committee) may amend or change any of the above height restrictions and guidelines.

19. Sight Visibility. - Regardless of Committee approval or any other provision of this Declaration, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') 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 twenty-five feet (25') from the intersection of said street lines or, in the

case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten feet (10') from intersection of a street line with the edge of a driveway pavement or alley line. No tree or landscaping 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.

20. **Setback Lines** - Front building setback lines ("BL") shall be established on the plat; but shall not be less than twenty feet (20') from the street right of way, provided that in no case shall the distance from the garage door to the back edge of the sidewalk which intersects the driveway be less than twenty two feet (22'). The minimum rear yard shall be twenty feet (25').

A. **Side Yard Setback**. - The standard minimum side yard setback for each Lot within the subdivision is four feet (4'), with a combined aggregate side yard of not less than ten feet (10'). However, in Phase One, the residences on Lots with abutting side yards shall not be located less than ten feet (10') apart. In the balance of the Development, the residences on Lots with abutting side yards shall not be located less than fifteen feet (15') apart, subject to the following exception:

1. If either of the abutting exterior walls on homes on abutting lots cover an attached garage/garage storage area which exceeds twenty feet (20') in width, then the separation between the portion of the exterior wall covering said garage/garage storage area and the closest exterior wall on the home on the abutting lot shall not be less than twelve feet (12').

*Note that this provision (1) shall not be interpreted to limit the side-yard encroachment exceptions permitted in Section 2.00A(3)(d)(4) of the Marion County Dwelling Districts Zoning Ordinance.

B. **Combined Lots**. - In the event a building is erected on more than one single Lot, the provisions of this Paragraph shall be interpreted as based on the lot width at the BL of the combined Lots, and shall apply to the side lines of the extreme boundary of the combined Lots. In the event of a discrepancy between this Declaration and a recorded plat, this Declaration shall control.

21. **Minimum Size of Dwellings and Garages** - With the exception of the additional square footage requirements described in Commitment 61 of the Development Statement, the minimum square footage of livable space (exclusive of garages and open porches) contained in a home built on any Lot shall be 1300 square feet of livable space for a one story home and 1500 square feet for a home in excess of one story. All homes constructed in the Development shall have an attached garage capable of storing at least two (2) vehicles, and said attached garage shall be at least 360 square feet in size.

22. **Exterior Construction, Landscaping and Design Standards** - Each home constructed in the Development, and any addition(s) thereto, shall conform to the following restrictions:

A. The homes constructed in Phase One of the Development after the date of this Declaration shall comply with the Commitments numbered 6 through 13 in the Development Statement, unless modified after the date of this Declaration.

B. The homes constructed in Phase Two of the Development after the date of this Declaration shall comply with the Commitments numbered 14 through 17 in the Development Statement, unless modified after the date of this Declaration.

C. The homes constructed in Phase One and Phase Two of the Development after the date of this Declaration shall comply with the Commitments numbered 18, 19, 36, and 37 in the Development Statement, unless modified after the date of this Declaration.

D. No two Lots with abutting side yards shall be developed with the same house using the same (or

substantially similar as reasonably determined by the Committee) front elevation plan.

E. The homes constructed in Phase One and Phase Two of the Development after the date of this Declaration shall comply with the landscaping requirements contained in Commitments numbered 22 through 26 in the Development Statement, unless modified after the date of this Declaration.

F. The developer/builder installed landscaping shall not include any white pines.

G. The use of any exterior material other than brick, stone, wood, vinyl siding, vinyl and/or aluminum soffits to cover the exterior walls of the home (not including doors, windows and the like), and the use any roofing material other than residential quality asphalt shingles, shall be prohibited unless approved in advance of such application/installation by the Declarant.

H. No heat pumps, air conditioning units or gas meters shall be installed in, or on the, front of a residence.

I. No unfinished (not painted, clad, or otherwise sealed to match the décor of the exterior) storm doors or storm windows shall be installed.

J. All gutters and down-spouts other than copper must be painted, coated, or sealed to match the décor of the exterior of the residence.

K. All roof and fireplace flashing other than copper must be painted or coated.

L. All metal roof or range vents will be painted or coated to blend with roof color. Every effort must be made to locate such vents to the rear of the dwelling or along the upper roof line.

M. No solar panels shall be permitted on any residence unless approved in advance by the Committee as to location, style and safety.

N. Reasonable effort must be made to locate all plumbing vent stacks to rear of the residence.

O. Any reconstruction of, or addition to a home shall comply with the same minimum brick/stone_siding standards as the original residence.

P. Any addition or reconstruction shall comply with the provisions of this Declaration, and all applicable provisions in the Development Statement.

23. **Driveway and Sidewalks** - All sidewalks and driveways shall be installed and paved simultaneously with construction of the homes. Sidewalks at property lines are to meet flush with no abrupt change in grade from one Lot to another; and the portion of the driveway containing the sidewalk must match the abutting sidewalk elevation and angle. The type of construction and materials used on the driveway and/or the sidewalk must first be approved by the Committee. The driveway and sidewalks must be paved along their entire length.

24. **Shared Common Areas** - In the event any common areas and/or improvements which are not dedicated to the public, and are within the boundaries of the original approximately 168 acres which is the subject of the Development Statement (such as the Common Area and anticipated improvements in the primary Amenity Area) and up being shared by and available for use by residents in more than one subdivision which ends up being developed upon the original 168 acre parcel, then in such case, the ownership of, and the responsibility for continuing the development of, and the maintenance and management of these shared common areas/improvements is anticipated to be conveyed to a separate "Common Area Property Owner's Association" (name yet to be chosen) which shall be funded by dues from every owner of a lot in each of the several separate subdivisions sharing such common areas/improvements. A separate Declaration of Covenants and Restrictions applicable to these Shared Common

Areas shall be considered incorporated herein automatically upon the recordation of said document containing a reference to its incorporation in the Declaration as a result of this reference. The Common Area Property Owner's Association shall have mandatory dues and lien rights as those contained in this Declaration. Each of the subdivisions with rights to the Shared Common Areas/improvements shall have representation on the Common Area Property Owner's Association as set forth in the documents establishing and governing same. If said separate Declaration is not yet recorded as of the date any Lot was conveyed to a Pre-Existing Lot Owner, or as of the date a Lot is initially conveyed by the Declarant, then the acceptance of any such Deed for a Lot is acknowledgement of the fact that the Lot is transferred and will be forever held, subject to the terms of the Declaration, the Articles, the By-Laws, and the future rules, amendments, additions, rights, obligations, and actions, of the proposed Common Area Property Owner's Association, so long as the provisions contained therein do not negatively and materially impact the rights of the First Mortgagees, or result in material additional obligations being imposed on said Lot Owner other than the obligation to pay any and all Assessments, Lot Assessments, and Special Assessments related thereto.

25. **Enforcement of Restrictions** - In the event there shall be any violation or attempted violation of any of the Restrictions, it shall be lawful for the Declarant, the Association, or for any person owning any real property in the Development, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of the Restrictions.

26. **Additional Acquired Property** - This Declaration shall apply to all sections of the Development, as each section is platted; including but not limited to any additional real estate which is added to the development after the date of this Declaration. Any and all plat(s) for any section(s) of the Development shall be subject to this Declaration simply by reference to this Amended Declaration, in each such Plat. However, even in the absence of such reference, all such sections of the Development shall be deemed subject to this Declaration.

27. **Rights to Amend** - The Declaration may be amended as follows:

A. **Amendment by the Declarant.** Until the Turnover Date, the Declarant/Developer may in its sole and absolute discretion unilaterally amend this Declaration at any time without the consent of any other Lot Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Development in addition to those set forth herein, including, without limitations, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the development. Notwithstanding the foregoing provisions, the Declarant/Developer shall not have the unilateral right to amend this Declaration to increase the Turnover Date percentage any higher than 95%. The rights of the Declarant to amend as contained herein shall still be limited by applicable law, and also by the limitations on increasing Assessments which are set forth in Paragraphs 9 and/or 13 of this Declaration. After the Turnover Date, the Developer may unilaterally amend this Declaration, without the consent of any other Lot Owners, if such amendment is (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable a title insurance company to issue title insurance coverage on the lots; (3) necessary to conform to the requirements of the United States Federal Housing Administration; or (4) necessary to correct errors, provided however that any such amendment shall not materially and adversely effect the title to any Lot unless the Lot Owner has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of the Developer/Declarant without the written consent of the Declarant/ Developer, or the assignees of such right or privilege.

B. **Amendment by the Lot Owners.** Except as provided otherwise in this Declaration, amendments to this declaration shall be proposed and adopted in the following manner: (1) Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered. (2)

total of at least 2/3's of the votes of all Lot Owners; (3) The resolution concerning a proposed amendment must be adopted by a designated vote of not less than 2/3's of the Lot Owners at a meeting duly called and held in accordance with the provisions of the Association Documents. For purposes of this amendment process, the "Lot Owners" votes shall include both the Class A and Class B memberships as set forth in Paragraph 8. No amendment may remove, revoke, or modify any right or privilege of the Developer/Declarant without the written consent of the Declarant/ Developer, or the assignees of such right or privilege.

28. Titles, General, Non-Waiver, and Signatures - The underlined titles preceding the various paragraphs and subparagraphs of the Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Declaration. Wherever and whenever applicable to give effect the purposes herein, 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. Failure to fully enforce any provision hereof shall not constitute a waiver of such future right to enforce. If the printed name or signature of any Pre-existing Lot Owner signing this Declaration is not exactly as stated on their respective Deed for their Lot, but it can reasonably be determined that the signator and the Lot Owner shown on said Deed are one and the same, including but not limited to errors such as missing initials, misspellings, changes in names, using initials instead of full names, or similar non-material differences, then such difference or errors shall not affect the legality or effectiveness of such signature on this Declaration.

29. Severability - Every one of the provisions of the Declaration is hereby declared to be independent of, and severable from, the rest of the provisions and of and from every other one of the provisions, and of and from every combination of the provisions herein. Therefore, if any of the provisions herein 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 the quality of running with the land of any other provision.

30. Term - This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording in the Office of the Recorder of Marion County, Indiana, and thereafter shall automatically renew forever for successive periods of ten (10) years each.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 11th day of August, 2011.

STANDARD INVESTMENTS IV, LLC

By: [Signature], as Member
Printed: Paul Skopman, as Member

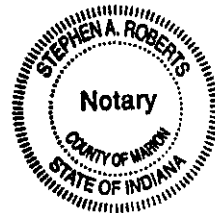
STATE OF INDIANA)
)
COUNTY OF Marion) SS:

Before me, a Notary Public in and for County and State, personally appeared Paul Skopman, known to me to be an authorized member of Standard Investments IV, LLC, who acknowledged execution of the foregoing First Amended Declaration for and on behalf of said company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 11th day of Aug., 2011.

My Commission Expires:
NOV. 3, 2018

[Signature]
Notary Public, Signature
STEPHEN ALLEN ROBERTS



Notary Public, Printed
MATLON
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Developer this 11th day of August, 2011.

STANDARD INVESTMENTS II, LLC
By _____, as member
Printed: Paul Shoopman, as member

STATE OF INDIANA)
)
COUNTY OF MATLON) SS:

Before me, a Notary Public in and for County and State, personally appeared Paul Shoopman, known to me to be an authorized member of Standard Investments II, LLC, who acknowledged execution of the foregoing First Amended Declaration for and on behalf of said company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 11th day of Aug., 2011.

My Commission Expires:
Nov. 3, 2018

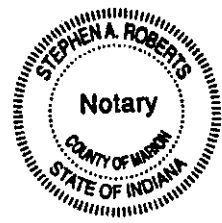
Stephen Roberts
Notary Public, Signature
STEPHEN ROBERTS
Notary Public, Printed
MATLON
County of Residence

NOTE ADDITIONAL SIGNATURE PAGES ATTACHED HERETO AND INCORPORATED HEREIN

Prepared by: David A. Retherford, Attorney at Law, Inc., 8801 Southeastern Avenue, Indianapolis, IN – 46239
(317) 862-5744

'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.'

David A. Retherford
Attorney at Law



IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 85 Addressed as 5056 CLEMENS PLACE, Indianapolis, IN 46239 this 20 day of JUNE, 2011.

[Signature]
Signature
Benjamin Williams
Printed

[Signature]
Signature
Lauren M. Williams
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 79 Addressed as 5061 Clemens Place, Indianapolis, IN 46239, this 20 day of June, 2011.

[Signature]
Signature
Frances L King
Printed

[Signature]
Signature
Scott D. King, Sr.
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 97 Addressed as 5156 Clemens Pl, Indianapolis, IN 46239, this 20 day of June, 2011.

[Signature]
Signature
William R. Tucker
Printed

[Signature]
Signature
Deborah S. Tucker
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 98 Addressed as 5202 Hearst Ln., Indianapolis IN 46239 this 20 day of June, 2011.

[Signature]
Signature
Brenda Hall
Printed

[Signature]
Signature
Jeffery HALL
Printed

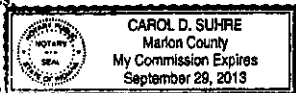
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Benjamin Williams & Lauren M. Williams
Frances L King & Scott D. King Sr.
Brenda Hall & Jeffrey Hall, William Tucker & Deborah Tucker
known to me to be owners of Lots 85, 79, 97, 98 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 20th day of June, 2011.

My Commission Expires:

9/29/2013



[Signature]
Notary Public, Signature
Carol D. Suhre
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 89 Addressed as 5080 Clemens Place, Indianapolis, IN 46239 this 20th day of June, 2011.

[Signature]
Signature
Rodney E. Smith
Printed

[Signature]
Signature
Tracy D. Smith
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 28 Addressed as 5021 Melville Way, Indianapolis, IN 46239, this 20th day of June, 2011.

[Signature]
Signature
Albert J. Coleman IV
Printed

[Signature]
Signature
Patricia G. Coleman
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 86 Addressed as 5062 Clemens Pl, Indianapolis, IN 46239, this 20th day of June, 2011.

[Signature]
Signature
Melissa J. Cloud
Printed

[Signature]
Signature
James C. Cloud
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 51 Addressed as 5884 Carver Dr, Indianapolis IN 46239 this 20th day of June, 2011.

[Signature]
Signature
J & B Henry Gettys
Printed

[Signature]
Signature
Amy M. Gettys
Printed

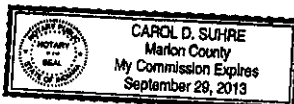
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Joe H. Gettys & Amy M. Gettys, Melissa J. Cloud & James C. Cloud
Albert J. Coleman & Patricia G. Coleman
Rodney E. Smith & Tracy D. Smith
known to me to be owners of Lots 89, 28, 86, 51 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 20th day of June, 2011.

My Commission Expires:

9/29/2013



[Signature]
Notary Public, Signature
Carol D. Suhre
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 48 Addressed as 5826 CARVER Dr., Indianapolis, IN 46239, this 20 day of June, 2011.

[Signature]
Signature
ROBERT BRIGGS
Printed

[Signature]
Signature
[Signature]
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # _____ Addressed as _____, Indianapolis, IN 46239, this _____ day of _____, 2011.

[Signature]
Signature
[Signature]
Printed

[Signature]
Signature
[Signature]
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # _____ Addressed as _____, Indianapolis, IN 46239, this _____ day of _____, 2011.

[Signature]
Signature
[Signature]
Printed

[Signature]
Signature
[Signature]
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # _____ Addressed as _____, Indianapolis IN 46239, this _____ day of _____, 2011.

[Signature]
Signature
[Signature]
Printed

[Signature]
Signature
[Signature]
Printed

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

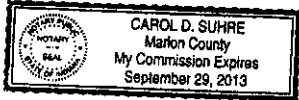
Before me, a Notary Public in and for County and State, personally appeared Robert Briggs

known to me to be owners of Lots 48 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 20th day of June, 2011.

My Commission Expires:

9/29/2013



Carol D. Suhre
Notary Public, Signature
Carol D. Suhre
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 93 Addressed as 5133 Clemens Place, Indianapolis, IN 46239, this 20th day of June, 2011.

Eddy B. Deckard Jr.
Signature
Eddy B. Deckard Jr.
Printed

Erin M. Deckard
Signature
Erin M. Deckard
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis, IN 46239, this ___ day of _____, 2011.

~~Signature
Printed~~

~~Signature
Printed~~

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis, IN 46239, this ___ day of _____, 2011.

~~Signature
Printed~~

~~Signature
Printed~~

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis IN 46239, this ___ day of _____, 2011.

~~Signature
Printed~~

~~Signature
Printed~~

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

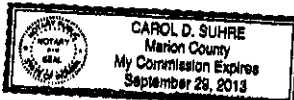
Before me, a Notary Public in and for County and State, personally appeared Eddy B. Deckard Jr. & Erin M. Deckard

known to me to be owners of Lots #93, _____ who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 20th day of June, 2011.

My Commission Expires:

9/29/2013



Carol D. Suhre
Notary Public, Signature
Carol D. Suhre
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 55 Addressed as 8741 Carver Dr., Indianapolis, IN 46239 this 21st day of June, 2011.

Amanda L. Butcher
Signature
Amanda L. Butcher
Printed

Jeffrey E. Butcher
Signature
Jeffrey E. Butcher
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis, IN 46239, this ___ day of _____, 2011.

~~Signature~~
~~Printed~~

~~Signature~~
~~Printed~~

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis, IN 46239, this ___ day of _____, 2011.

~~Signature~~
~~Printed~~

~~Signature~~
~~Printed~~

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis IN 46239 this ___ day of _____, 2011.

~~Signature~~
~~Printed~~

~~Signature~~
~~Printed~~

STATE OF INDIANA)
)
) SS:
COUNTY OF MARION)

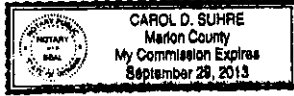
Before me, a Notary Public in and for County and State, personally appeared Amanda L. Butcher & Jeffrey E. Butcher

known to me to be owners of Lots # 55 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 21st day of June, 2011.

My Commission Expires:

9/29/2013



Carol D. Suhre
Notary Public, Signature
Carol D. Suhre
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 94 Addressed as 5138 CLEMENS PLACE, Indianapolis, IN 46239 this 21 day of June, 2011.

Wesley Klutts
Signature
WESLEY KLUTTS
Printed

Signature

Printed

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ____ Addressed as _____, Indianapolis, IN 46239, this ____ day of _____, 2011.~~

~~_____
Signature

Printed~~

~~_____
Signature

Printed~~

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ____ Addressed as _____, Indianapolis, IN 46239, this ____ day of _____, 2011.~~

~~_____
Signature

Printed~~

~~_____
Signature

Printed~~

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ____ Addressed as _____, Indianapolis IN 46239 this ____ day of _____, 2011.~~

~~_____
Signature

Printed~~

~~_____
Signature

Printed~~

STATE OF INDIANA)
)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for County and State, personally appeared Wesley Klutts

known to me to be owners of Lots 94 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 21 day of June, 2011.

My Commission Expires:

Dec 17, 2018

Julie Johnson-Urwin
Notary Public, Signature
Julie Johnson-Urwin
Notary Public, Printed
Marion
County of Residence



IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 84 Addressed as 5050 Clemens Place, Indianapolis, IN 46239, this 22 day of JUNE, 2011.

[Signature]
Signature
TYSON MOWERY
Printed

[Signature]
Signature
[Signature]
Printed

STATE OF OHIO)
COUNTY OF PAULDING) SS:

Before me, a Notary Public in and for County and State, personally appeared TYSON N. MOWERY, known to me to be owner of Lot #84 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 22 day of June, 2011.

[Signature]
Notary Signature

Leesa Hahn
Notary Printed
Paulding Co., Ohio
County
09-13-2011
Commission Expires

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 74 Addressed as 8238 Eglar Dr., Indianapolis, IN 46239, this 9th day of July, 2011.

[Signature]
Signature
NACHEL A. SIMONS
Printed

[Signature]
Signature
JOSHUA A. SIMONS
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 72 Addressed as 5116 Clemens Pl., Indianapolis, IN 46239, this 9th day of July, 2011.

[Signature]
Signature
Brian Victor Wood
Printed

[Signature]
Signature
Kathleen F. Wood
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # _____ Addressed as _____, Indianapolis, IN 46239, this _____ day of _____, 2011.

[Signature]
Signature
Printed

[Signature]
Signature
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # _____ Addressed as _____, Indianapolis IN 46239, this _____ day of _____, 2011.

[Signature]
Signature
Printed

[Signature]
Signature
Printed

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared
Nachel N. Simons & Joshua A. Simons
Brian V. Wood & Kathleen F. Wood

known to me to be owners of Lots 74, 92 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 9th day of July, 2011.

My Commission Expires:

11/7/2015



[Signature]
Notary Public, Signature
David A. Retherford
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 10 Addressed as 8759 Fiddling Hill, Indianapolis, IN 46239 this 9th day of July, 2011.

Gary W. Sexton
Signature
Gary W. Sexton
Printed

Gail E. Sexton & Gail E. Werner
Signature
Gail E. Sexton & Gail E. Werner
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 54 Addressed as 8747 Carver Drive, Indianapolis, IN 46239, this 9th day of July, 2011.

Matthew Schonk
Signature
Matthew Schonk
Printed

Amanda N. Schonk
Signature
Amanda N. Schonk
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 27 Addressed as 8830 Kipling Dr., Indianapolis, IN 46239, this 9th day of July, 2011.

Carol Hall
Signature
Carol Hall
Printed

Patrick Dietrich
Signature
Patrick Dietrich
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 71 Addressed as 8721 Kipling Dr, Indianapolis IN 46239 this 9th day of July, 2011.

Kenneth M. Washam
Signature
Kenneth M. Washam
Printed

X
Signature
X
Printed

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Gary W. Sexton & Gail E. Sexton & Gail E. Werner, Matthew Schonk & Amanda N. Schonk, Carol Hall & Patrick Dietrich, Kenneth M. Washam known to me to be owners of Lots 10, 54, 27, 71 who acknowledged execution of the foregoing First Amended Declaration, and whb, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 9th day of July 2011.

My Commission Expires:

11/7/2015



David A. Rallorf
Notary Public, Signature
David A. Rallorf
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 8 Addressed as 8747 Fiddlers, Indianapolis, IN 46239, this 22nd day of July, 2011.

Ryan A. Bischoff
Signature
RYAN A. BISCHOFF
Printed

[Signature]
Signature
[Signature]
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 53 Addressed as 8759 Carver Dr., Indianapolis, IN 46239, this 22nd day of July, 2011.

Christy R. Atkins
Signature
Christy R. Atkins
Printed

[Signature]
Signature
[Signature]
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 52 Addressed as 8759 Carver Dr., Indianapolis, IN 46239, this 22nd day of July, 2011.

Paul A. Howard
Signature
Paul A. Howard
Printed

Dawn M. Merrill
Signature
DAWN M. MERRILL
Printed

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 18 Addressed as 5590 Melville Ct., Indianapolis IN 46239, this 22nd day of July, 2011.

Tammy Garcia
Signature
Tammy Garcia
Printed

Manuel Garcia
Signature
Manuel Garcia
Printed

STATE OF INDIANA)
)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Paul A. Howard & Dawn M. Merrill, Ryan A. Bischoff
Christy R. Atkins
Tammy Garcia & Manuel Garcia
known to me to be owners of Lots 8, 53, 52, 18 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 22nd day of July, 2011.

My Commission Expires:



[Signature]
Notary Public, Signature
David A. Rutherford
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 19 Addressed as 8834 Melville Ct., Indianapolis, IN 46239, this 2nd day of July, 2011.

Printed: Stacy M. Harris
Signature: [Signature]
Printed: SMH

Signature: [Signature]
Printed: Calvin B. Harris

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared: Calvin B. Harris & Stacy M. Harris, known to me to be owners of Lot #19 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 2nd day of July, 2011.

My Commission Expires: 11/02/2015



[Signature]
Notary Public, Signature
David A. [Signature]
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 87 Addressed as 5068 Clemens Pl., Indianapolis, IN 46239 this 28th day of July, 2011.

[Signature]
Signature
Matthew C. Sowers
Printed

[Signature]
Signature
Sarah L Sowers
Printed

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as 5068 Clemens Pl., Indianapolis, IN 46239, this 28th day of July, 2011.~~

~~[Signature]
Signature
Printed~~

~~Signature
Printed~~

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis, IN 46239, this ___ day of _____, 2011.~~

~~Signature
Printed~~

~~Signature
Printed~~

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as _____, Indianapolis IN 46239 this ___ day of _____, 2011.~~

~~Signature
Printed~~

~~Signature
Printed~~

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

Before me, a Notary Public in and for County and State, personally appeared Matthew C. Sowers & Sarah L. Sowers

known to me to be owners of Lots 87 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 28th day of July, 2011.

My Commission Expires

9/29/2013



[Signature]
Notary Public, Signature
Carol D. Suhre
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot #96 Addressed as 5150 Clemens Place, Indianapolis, IN 46239, this 29th day of July, 2011.

B. W. Bramer
Signature
BRENT BRAMER
Printed

Natalie K. Bramer
Signature
Natalie K. Bramer
Printed

STATE OF INDIANA)
) SS:
COUNTY OF FLOYD)

Before me, a Notary Public in and for County and State, personally appeared:
Brent W. Bramer & Natalie K. Bramer, known to me to be owners of Lot #96 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 29th day of July, 2011.

My Commission Expires:
6/15/2013

Jeffrey Curtis Riddle
Notary Public, Signature
Jeffrey Curtis Riddle
Notary Public, Printed
FLOYD
County of Residence



IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 64 Addressed as 8758 Carver Dr., Indianapolis, IN 46239, this 3rd day of August, 2011.

Colleen M. Maples
Signature
COLLEEN M. MAPLES
Printed

X
Signature
X
Printed

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared: Colleen M. Maples, known to me to be owner of Lot #64 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 3rd day of Aug 2011.

My Commission Expires:

9/29/2013



Carol D. Suhre
Notary Public, Signature
Carol D. Suhre
Notary Public, Printed
Marion
County of Residence

IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # 9 Addressed as 8758 Fielding Lane, Indianapolis, IN 46239, this 10th day of August, 2011.

William V. Weber
Signature
William V. Weber
Printed

~~Signature
Printed~~

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as ___, Indianapolis, IN 46239, this ___ day of ___, 2011.~~

~~Signature
Printed~~

~~Signature
Printed~~

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as ___, Indianapolis, IN 46239, this ___ day of ___, 2011.~~

~~Signature
Printed~~

~~Signature
Printed~~

~~IN TESTIMONY WHEREOF, witness the signature of Homeowner of Lot # ___ Addressed as ___, Indianapolis IN 46239, this ___ day of ___, 2011.~~

~~Signature
Printed~~

~~Signature
Printed~~

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared William V Weber

known to me to be owners of Lot 9 who acknowledged execution of the foregoing First Amended Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

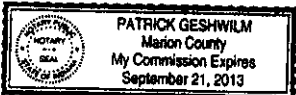
Witness my hand and notarial seal this 10th day of August, 2011.

My Commission Expires:

Patrick Geshwilm

Sept. 21, 2013

Notary Public, Signature
Patrick Geshwilm
Notary Public, Printed
Marion
County of Residence



3
MKB

ASSIGNMENT AND ACCEPTANCE OF THE RIGHTS AND OBLIGATIONS OF DECLARANT AND DEVELOPER

Whereas; pursuant to the First Amended Declaration of Covenants, Conditions and Restrictions of The Village at New Bethel was executed on August 11, 2011, and recorded on or about August 15, 2011 as Instrument No. A2011-00072383 in the Office of the Recorder of Marion County, Indiana, **Standard Investments IV, LLC.** was identified as the "Declarant" and also as the "Developer"; and remains the "Declarant" and "Developer": thereunder as of the date of this Assignment, and

Whereas, **Romans 8, LLC**, an Indiana limited liability company, has acquired ~~all~~ but four (4) of the developed vacant lots in Section One of The Village at New Bethel Subdivision, plus the remaining undeveloped property zoned as future sections at said subdivision, and is assuming certain rights and obligations related to the continued development and management of The Village at New Bethel subdivision,

Therefore, pursuant to the rights reserved in the Declarations, Standard Investments IV, LLC hereby assigns to Romans 8, LLC, and Romans 8, LLC hereby assumes, all the rights and obligations of the Declarant and of the Developer as set forth in the First Amended Declaration of Covenants, Conditions and Restrictions of The Village at New Bethel, effective January 6, 2012.

IN WITNESS WHEREOF, the parties execute this assignment and acceptance agreement on this 29th day of March, 2012.

Standard Investments IV, LLC

By: _____
Paul Shoopman, Member

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Paul Shoopman, as Member, who acknowledges the execution of the foregoing Assignment and Acceptance of the Rights and Obligations of Declarant and Developer, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notary Seal this 29 day of MARCH, 2012.

My Commission Expires:
September 13, 2018

Joan Sue Keith

Notary Public, Signature
JUAN SUE KEITH



030358
2012 APR 20 P 1:32
JOAN SUE KEITH
MARION COUNTY RECORDER
NOTARY PUBLIC, STATE OF INDIANA
SUBJECT TO FINAL APPROVAL
FOR TRANSFER

Notary Public, Printed

Indianapolis
County of Residence

ROMANS B, LLC

By [Signature]
David A. Retherford, Member

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared David A. Retherford, as Member who acknowledges the execution of the foregoing Assignment and Acceptance of the Rights and Obligations of Declarant and Developer, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notary Seal this 29th day of March, 2012.

My Commission Expires:
9/29/12

[Signature]
Notary Public, Signature

[Signature]
Notary Public, Printed

Marion
County of Residence

"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."

[Signature]
David A. Retherford

* This document was prepared by David A. Retherford, Attorney-at-Law, Inc.
8801 Southeastern Avenue, Indianapolis, IN 46239.

This document is provided for informational purposes only. It is not intended to be used for legal or financial purposes. It is subject to change without notice.

A201400024042

03/24/2014 10:34 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: \$ 16.50
PAGES: 2
By: SC

CORRECTED ASSIGNMENT AND ACCEPTANCE OF THE RIGHTS AND OBLIGATIONS OF DECLARANT AND DEVELOPER

This Corrected Assignment is intended to correct the inadvertent error contained in the original Assignment and Acceptance of the Rights and Obligations of the Declarant and Developer was executed on or about March 29, 2012, and recorded on or about April 20, 2012 as Instrument Number 201200038193 in the Office of the Recorder of Marion County, Indiana, wherein Standard Investments IV, LLC inadvertently stated that it held and had the right to assign (and actually did assign) both the Developer and Declarant rights referenced in said assignment, when at the rights of the Developer were actually held by Standard Investment II, LLC.

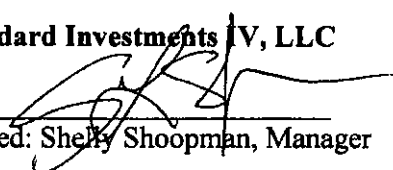
Whereas; pursuant to the First Amended Declaration of Covenants, Conditions and Restrictions of The Village at New Bethel, which was executed on August 11, 2011, and recorded on or about August 13, 2011 as Instrument No. A2011-00072383 in the Office of the Recorder of Marion County, Indiana (hereinafter the "Declaration"), Standard Investments IV, LLC was identified as the "Declarant", and Standard Investments II, LLC was identified as the "Developer"; and

Whereas, Romans 8, LLC, an Indiana limited liability company, has previously acquired all but four (4) of the developed vacant lots in Section One of The Village at New Bethel Subdivision, plus the remaining undeveloped property zoned as future sections of said development, and has agreed to assume certain rights and obligations related to the continued development and management of The Village at New Bethel subdivision,

Therefore, pursuant to the rights reserved in the Declaration, Standard Investments IV, LLC hereby assigns to Romans 8, LLC the rights and obligations of the Declarant as described in the Declaration, and Standard Investments II, LLC hereby assigns to Romans 8, LLC, all the rights and obligations of the Developer as described in the Declaration, and Romans 8, LLC hereby assumes, all the rights and obligations of the Declarant and of the Developer as set forth in the Declaration, all of which is effective as of January 6, 2012.

IN WITNESS WHEREOF, the parties execute this Corrected Assignment and Acceptance of the Rights and Obligations of Declarant and Developer on this 24th day of March, 2014.

Standard Investments IV, LLC


By: 
Printed: Shelly Shoopman, Manager

Standard Investments II, LLC

By: 
Printed: Shelly Shoopman, Manager

S. Shoopman



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STATE OF INDIANA)
)
COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared Shelly Shoopman, as Manager of Standard Investments, II, LLC, and also as Manager of Standard Investments IV, each of which are Indiana Limited Liability Companies, who acknowledged the execution of the foregoing Corrected Assignment and Acceptance of the Rights and Obligations of Declarant and Developer, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notary Seal this 4th day of March, 2014.

My Commission Expires: 10-7-2021

Lesa Powell
Notary Public, Signature

Marion
County of Residence

Les A Powell
Notary Public, Printed

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Lesa Kam Powell
Notary Public-Official Seal
State of Indiana, Marion County
My Commission Expires Oct. 7, 2021

"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."
Elisha Willetts

Instrument prepared by: David A. Retherford, Attorney at Law, Inc., 8801 South eastern Avenue, Indianapolis, IN 46239
(317) 862-5744

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A201400024043

JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR

03/24/2014 10:34 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: \$ 18.50
PAGES: 2
By: SC

094697

2014 MAR 24 A 10:16

ONLY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF THE VILLAGE AT NEW BETHEL**

WHEREAS, the First Amended Declaration of Covenants, Conditions, and Restrictions of The Village at New Bethel subdivision, dated as of August 11, 2011, was recorded August 15, 2011 as Instrument No. 201100072383 in the Office of the Recorder of Marion County, Indiana (the "Declaration"), and

WHEREAS, the rights of the Declarant thereunder were assigned to Romans 8, LLC by an assignment dated March 29, 2012, and recorded April 20, 2012 as Instrument No. 201200038193 in the Office of the Recorder of Marion County, Indiana, as Corrected by the Corrected Assignment and Acceptance of the Rights and Obligations of Declarant and Developer, executed on or about March 4, 2014, and recorded March __, 2014 as Instrument No. A201400024043 in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the Declaration is hereby amended as follows:

1. Pursuant to the provisions of Paragraph 27, subparagraph A, the Declarant hereby states that the Turnover Date, as defined in the Declaration, has not yet occurred, and that this amendment is made by Declarant pursuant to the unilateral rights to amend which are reserved in favor of the Declarant until the Turnover Date.

2. Paragraph 18 of the Declaration is amended to add the following new subparagraph K.

K. **Reservation of Specific ARC Rights.** For so long as Standard Investments, II, LLC, or its successor and/or assign, owns any lots in Section One of the Development, Romans 8, LLC specifically reserves the right to assume the rights of the ARC to approve, or reject, or conditionally approve plans for the construction of a new residence on any lot in Section One which is owned by Standard Investments, II, LLC, or its successor and/or assign, in the specific case where said house plans are initially rejected by the ARC, or are conditionally approved by the ARC, and Shoopman Homes subsequently objects in writing to said rejection and/or any of the conditions imposed for approval. The intent of this amendment is to provide an opportunity for a second review of the plans submitted by Shoopman Homes, if necessary to avoid conflict between Shoopman Homes and the new Declarant and/or between Shoopman Homes and Romans 8, LLC.

3. Paragraph 11 of the Declaration is amended to add the terms "and Romans 8, LLC (as the owner of platted Lots in Section 1)" between the terms "the Builder (as the owner of platted Lots)



Under IC 36-31-1-2
MA

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and the terms "shall be exempt" in line two of said Paragraph. The intent of this Amendment is to provide an exemption for Romans 8, LLC from paying any dues and assessments for so long as Romans 8, LLC owns lots in Section One.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 6th day of March, 2014.

Romans 8, LLC

By: [Signature]

David A. Retherford, as member

STATE OF INDIANA)

SS:

COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared David A. Retherford, as Member of Romans 8, LLC, an Indiana Limited Liability Company, who acknowledged execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of The Village at New Bethel, for and on behalf of said company.

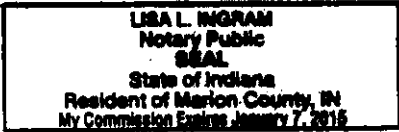
Witness my hand and notarial seal this 6th day of March, 2014.

My Commission Expires:

[Signature]
Notary Public, Signature

Notary Public, Printed

County of Residence



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.

Lisa L. Ingram

Prepared by: David A. Retherford, Attorney at Law, Inc., 8801 Southeastern Avenue, Indianapolis, IN - 46239 (317) 862-5744

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