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**MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VERMILLION**

**A RESIDENTIAL DEVELOPMENT
IN FALL CREEK TOWNSHIP, INDIANA**

The undersigned **NORTH CONNECTICUT DEVELOPMENT CORPORATION**, an Indiana corporation, as developer, (hereinafter referred to as "Developer"), **BEAZER HOMES INDIANA LLP**, an Indiana limited liability partnership ("Beazer"), and **FLAT FORK PARTNERS, LLC**, an Indiana limited liability company, as all of the owners of real property described in Exhibit A attached hereto and known as Vermillion (referred to herein as the "Subdivision"), comprised of two (2) separate communities (hereinafter each a "Community") known as: Vermillion Woods and Heritage at Vermillion, impose the following plat restrictions and covenants on the Subdivision for the benefit of all present and future Owners (as hereinafter defined) of any Lot in the Subdivision. Beazer has executed this instrument solely to encumber its property with this Master Declaration, but by doing so does hereby disclaim any liability or responsibility to any party hereto, to any successor in title to any party hereto, or to any mortgagee or other beneficiary hereof related to the content, enforcement, compliance, or legality of the terms hereof, and by owning or taking title by interest in any portion of the Subdivision, each such party hereby releases Beazer from any liability related thereto.

DECLARATIONS

All Lots within the Subdivision, shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Owners (as hereinafter defined) and occupants within the Subdivision and which shall run with the property and shall be binding on all Owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after the turnover of the

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Master Association to the Owners an Absolute Majority of the Owners in the Subdivision agree to change or terminate said covenants in whole or in part and on the condition that an instrument to that effect signed by the Owners' voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto. "**Absolute Majority**" shall mean the majority of all Owners (whether by written consent or by a vote at a meeting duly constituted under the By-Laws of the Master Association) without regard to any quorum requirements (i.e., not a simple majority of those Owners attending a meeting in which any quorum requirement is satisfied) with a majority being determined by a majority of the voting interests of all Owners calculated in accordance with the By-Laws of the Master Association. For the avoidance of doubt, each Lot shall be entitled to only one vote as an Owner and multiple Owners of a single Lot (whether as husband and wife, tenants in common, or otherwise) shall not be entitled to more than one vote.

Article 1. Use Restrictions

1.01 Each Lot shall be used for residential purposes only. Lots shall be used for single family residential purposes. However, the Developer, its agents or assignees and any builder purchasing or developing twenty (20) or more Lots in a Community including, without limitation, Beazer (hereafter a "Builder") may use the Lots for model homes, construction trailer, and for any related construction and/or sales purposes during the building and sales period for the Lots it owns. "Residence" shall mean a single family detached residence located on a Lot. An "Owner" shall mean and refer to the record title Owner of a Lot in the Subdivision, and shall be all Owners, jointly and severally, if there is more than one Owner of record.

1.02 No Residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Lot by an Owner without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finished grade elevation for said improvements. Notwithstanding the foregoing, Builders shall not be subject to the restrictions in this **Section 1.02** but shall be obligated to comply at all times with the applicable zoning requirements and the Builder Guidelines attached as **Exhibit B**.

1.03 Residences within each Community shall have the following minimum square footage, exclusive of basements, open porches, garages and other unheated areas. Each Residence shall have an attached garage with space for not less than two (2) automobiles.

	1 Story	2 Story
Vermillion Woods	2,000	2,400
Heritage at Vermillion	1,800	2,000

1.04 All structures or improvements on a Lot commenced by an Owner within the Subdivision must be completed within nine (9) months from the date of commencement, subject to extension for events of force majeure.

1.05 Two exterior wall lights on the front of the residence or a front yard light providing dusk to dawn lighting are to be installed on each Lot at the time of construction. The Owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any Lot.

1.07 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Lot without the written approval of the Architectural Control Committee. Said Architectural Control Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic conditions.

1.08 No Residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line show on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner's Lot.

1.11 No business activities of any kind shall be conducted on any Lot or open space in the Subdivision without the approval of the Master Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Lot by Builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Lot. No laundry articles shall be left outdoors overnight.

1.13 No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Lot unless housed within a garage

building. For purposes of this section a vehicle shall be considered "stored" if inoperable, put up on blocks, or covered with a tarpaulin and it remains in such condition for a period of seven (7) consecutive days.

1.14 No Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on or within a Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Lot; provided that Builders shall not be subject to this time limitation.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Lot without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Master Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Lot without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other usual household pets may be kept on a Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance. The Master Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 Permitted Signs shall include only those professionally constructed signs which advertise a home on any Lot for sale, and which are non-illuminated and less than or equal to 6 square feet in size ("**Permitted Signs**"). With the exception of Permitted Signs, all signs including, but not limited to those advertising a garage sale or a Residence "For Lease," must be approved by the Architectural Control Committee before being placed upon any Lot or Common Area, or displayed from a Residence. No more than one sign (including a Permitted Sign) may be displayed on a Lot or from a Residence at any one time. All Permitted Signs advertising a Residence or Lot for sale shall be removed within three (3) business days of the conveyance of the Residence or Lot. Signs advertising a Residence for "Rent to Own", or something similar, are expressly prohibited and may not be placed on a Lot or displayed from a Residence constructed thereon. The Developer and Builder(s) are expressly exempt from the requirements of this **Section 1.19** and may post any signs in Common Areas and Lots owned by Developer and/or Builder(s).

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Lot. Acceptable fence styles and materials shall be established by the Architectural Control Committee. Any fence to be installed on a Lot shall be submitted to the Architectural Control Committee for its review and approval prior to installation.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Lot.

1.24 Nothing shall be done, placed or stored on any Lot which may endanger the health or unreasonably disturb the occupants of neighboring Residence.

1.25 Each Owner within the Subdivision, upon acquisition of title to a Lot, shall automatically become a member of the Master Association created in accordance with **Article 3.01** hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Lot and such membership shall terminate upon the sale or other disposition by such member of such Lot ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

1.27 Except as otherwise approved by the Developer in connection with a Builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as to not create a glare, distraction or nuisance to the other Owners.

1.28 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended 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 (10) feet from the intersection of a street line with the edge of a driveway or alley line. No tree shall be permitted to remain within such distances of such areas unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

1.29 Vermillion will be developed into two (2) separate Communities, specifically Vermillion Woods and Heritage at Vermillion. Each Community may have supplemental use restrictions, covenants and assessment levels in addition to those provided for in this Declaration.

Each Community may establish its own sub declaration (“**Area Declaration**”) or homeowners association (“**Area Association**”) to provide for additional covenants, conditions, restrictions or assessments specific to its Community. In the event of any conflict between Area Declarations and this document, this document shall prevail. Each Community by an Absolute Majority of Owners in said Community or by Developer prior to turnover, may establish an Area Association and record an Area Declaration to promote the common interest of said Community to provide for; additional common maintenance, additional use restrictions, additional covenants, additional services and supplemental assessments to fund said maintenance or services, for the benefit of all Owners in said Community.

1.30 It shall be lawful for the Developer, Town of Fishers, Hamilton County, the Master Association, Builder (as long as it owns one or more Lots) or Owner within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Owners in the Subdivision and are to run with the land and shall be binding on all parties, on all Owners, and all persons claiming under them forever, as follows:

2.01 No Owner shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Master Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, Town of Fishers, Hamilton County, the Master Association, Builder (as long as it owns one or more Lots) or any Owners within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and

to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "**Master Association**") to promote the common interest of all Owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Master Association shall be comprised of all Owners in the Subdivision with all Owners (if more than one) being deemed a single member. Developer reserves the right to expand the membership and duties of the Master Association to include other areas or sections of Vermillion to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "**Expansion Property**", the Owners of which may, at the option of Developer, be required to become members of the Master Association. If the Developer elects to develop Expansion Property and elects to include the Owners in any portion of the Expansion Property as members in the Master Association and to expand the Master Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the Owners within such portion of the Expansion Property shall become members of the Master Association and detailing the additional rights and obligations of the Master Association. Developer's right to include Expansion Property, if not exercised within such ten (10) year period shall expire. Also, during said ten (10) year period, Developer shall have the right to remove any undeveloped portion of the Subdivision which has not been platted from the term of this Declaration, so long as Developer owns such property at the time of such removal ("**Removed Property**"), provided that (a) the aggregate acreage of Removed Property shall not exceed 9.13 acres; and (b) such Removed Property shall not be used for any single family or multi-family uses; without, in either case, the written consent of the Builders.

3.02 (a) "**Common Areas**" means (i) all portions of the Subdivision (including improvements thereto) shown on any plat of a part of the Subdivision which are not located on a Lot and which are not dedicated to the public and (ii) all facilities, entrance monuments, structures, buildings, improvements and personal property owned or leased by the Master Association from time to time. Common Areas may be located within a public right-of-way or in an easement area as shown on the Plat.

(b) "**Common Expenses**" means (i) expenses of and in connection with the maintenance, operation, repair or replacement of the Common Areas and related improvements thereon and the performance of the responsibilities and duties of the Master Association, including, without limitation, expenses for the improvement, operation, maintenance, replacement or repair of the improvements, lawn, foliage, entrance monuments, and landscaping not located on a Lot including adequate reserves for replacement of buildings, improvements, furniture, fixtures or equipment; provided that lawn maintenance of Lots, unless located on an easement located on a Lot to the extent the Master Association deems it necessary to maintain such easement shall not be an obligation of the Master Association; (ii) expenses of and in connection with the maintenance, repair

or continuation of the drainage facilities located within and upon the easements; (iii) all judgments, liens and valid claims against the Master Association; (iv) costs of the Shared Amenities as provided for in **Section 7.03** hereof; (v) all expenses incurred in the administration of the Master Association; and (vi) expenses associated with trash pick-up within the Subdivision, if applicable.

3.03 The management and control of the affairs of the Master Association shall be vested in its Board of Directors. The Board of Directors shall be composed initially of three (3) members but may later be composed of between three (3) and nine (9) members. The members of the Board of Directors shall be selected by Developer until such time as the Master Association is turned over to the Owners as provided in this **Section 3.03**. The three (3) initial members of the Board of Directors shall serve until (a) that date which is ninety (90) days after 100% of all Lots within the Subdivision and 100% of all Lots within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in **Article 3.01** have been sold, or (b) Developer elects to turn over control of the Master Association to the Owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Master Association. After turnover, at least one board member from each Community shall serve on the board on a continuous basis.

3.04 The Master Association, or its agents or assigns, shall have the right to enter onto any Common Area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any Common Area wall, monument or fencing;
- (h) operations, maintenance and repair of the Shared Amenities (as defined in **Section 7.03**) and any other community pools, buildings, playgrounds, pathways or other Common Area amenities;

- (i) to arrange for plowing and/or removal of snow from streets located within Common Areas and community walkways located within Common Areas;
- (j) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (k) maintaining, trimming, pruning, irrigation, fertilizing, removal and replacement of flowers, plants, trees and bushes, within Common Areas as necessary.

3.05 For the purpose of providing funds to carry out the responsibilities of the Master Association hereunder, the Master Association shall be empowered to levy, assess and collect from each Owner in the Subdivision an amount up to Five Hundred Dollars (\$500.00) per year, irrespective of whether the Subdivision has been completed ("Regular Assessment"). Provided, however, that such limit of Five Hundred Dollars (\$500.00) per Lot per year may be increased or decreased in proportion to any increase or decrease in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December 2015. If the Master Association elects to provide trash pick-up service through the Master Association as provided for in **Section 3.02(b)(vi)** hereof, the cost of trash pick-up shall be assessed as part of the Regular Assessment and such amounts shall be in addition to the maximum assessment described herein. Any fees assessed by the Master Association in excess of Five Hundred Dollars (\$500.00) (as adjusted by the CPI), plus the cost of trash pick-up if applicable per Lot per year, must be approved by an Absolute Majority of the Owners.

In addition to the Regular Assessment set forth above, upon the closing of the initial conveyance of each Lot to the first Owner of the respective Lot other than Developer or Builder, the Owner shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to the working capital of the Association and its start-up fund, an amount equal to Four Hundred Dollars (\$400.00), which payment shall be non-refundable and shall not be considered as an advance payment of any Regular or Special Assessment or other charge owed the Association with respect to such Lot. The working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to, Developer for advances made to pay expenses of the Association for its early period of operation to enable the Association to have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary by the Board of Directors.

3.06 In addition to Regular Assessments, the Board of Directors of the Master Association may make special assessments against each Lot (a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Master Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Master Association may from time to time incur, but only with the approval of two-thirds (2/3) of the members who cast votes in person or by proxy at a duly constituted meeting of the members of the Master Association called for such purpose.

The Board of Directors of the Master Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments, and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Master Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

3.07 Neither the Developer, nor any Builder or any related entity being expressly exempted by Developer, shall be assessed any portion of any Regular or Special Assessment during the development period of the Subdivision until one hundred percent (100%) of all Lots within the Subdivision and one hundred percent (100%) of all Lots within the Expansion Property, if any, have been developed and made a part of the Subdivision.

3.08 Any amount assessed or levied hereunder by the Master Association against an Owner shall become a lien on each Lot until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of twenty-five dollars (\$25.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Master Association may file with the Hamilton County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Lot against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by Indiana law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Lot which become due and payable prior to the time such holder or purchaser takes title to the Lot.

3.09 No member of the Board of Directors shall be liable to the Owner(s) or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Master Association shall indemnify and hold harmless and defend each of the directors against any and all liability to any person, firm or corporation arising out of any contract made by the Board of Directors on behalf of the Master Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Master Association.

3.10 The Master Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a director of the Master Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director is liable for gross negligence or willful misconduct in the performance of his duties. The Master Association shall also reimburse to any such director the reasonable costs of settlement of, or judgment rendered in, any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such director was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director, no director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Master Association or statements or advice made by or prepared by the managing agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Master Association to render advice or service, unless such director had actual knowledge of the falsity or incorrectness thereof, nor shall a director be deemed guilty of, or liable for, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

3.11 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Master Association may be exercised by Developer until such time as the Master Association is formed and control thereof transferred to the Owners. At such time as control of the Master Association is transferred to the Owners, Developer may reserve the exclusive right to act as the Architectural Control Committee as any structure on any Lot on which a Residence has not yet been completed and occupied, so long as Developer clearly identifies the Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Lot until such time as a Residence has been completed on that Lot and occupied by the homebuyer.

3.12 At the option of the Master Association, trash and refuse disposal for each Lot may be provided by the Master Association on a weekly basis. The Subdivision shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No burning or burying of garbage or refuse shall be permitted on any Lot.

Article 4. Architectural Control Committee

An Architectural Control Committee (the "**Architectural Control Committee**") is hereby established as a standing committee of the Master Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Architectural Control Committee shall be composed of between three (3) and six (6) members. The Developer shall appoint the initial members of the Architectural Control Committee.

4.02 The members of the Architectural Control Committee shall be appointed by Developer and shall serve until such time as the Developer turns over control of the Master Association to the Owners, as set forth in **Article 3.03** hereof. Any subsequent members shall be appointed by the Master Association and shall serve for terms of four (4) years, except that the first appointed members of the Architectural Control Committee shall serve for staggered terms of one (1), two (2), three (3), and four (4) years as directed by the Board of Directors of the Master Association. All members of said Architectural Control Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, a successor, who shall serve the remaining term of the departed Architectural Control Committee member, shall be appointed by the Board of Directors of the Master Association within three (3) months after the incapacity, death or resignation of the departed member. After turnover of the Master Association to the Owners by Developer, the Architectural Control Committee shall comprise at least one lot Owner from each Community at all times.

4.03 Except as provided in the last sentence of **Section 1.02**, the Use Restrictions require the submission of detailed plans and specifications to the Architectural Control Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Architectural Control Committee is directed to consider the zoning commitments for the Subdivision, appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Lot on which it is proposed to be made, and such other matters as may be deemed by the Architectural Control Committee members to be in the interest and benefit of the Owners in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Architectural Control Committee may require that any plans and specifications submitted to the Architectural Control Committee be prepared by a registered architect or civil engineer. The Architectural Control Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Architectural Control Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Architectural Control Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within sixty (60) days after said request shall have been properly submitted to the Architectural Control Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of **Article 1.02** hereto. The failure of the Architectural Control Committee to approve, disapprove or

request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Architectural Control Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Architectural Control Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Lot in the Subdivision, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

4.08 In the case of a tie vote by Members of the Architectural Control Committee on any matter, the matter shall be referred to the Board of Directors of the Master Association for final determination.

Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Owner or Owners found to be in violation.

5.05 Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any federal agencies, local governing authorities, governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) as a condition of their approval of this Declaration, by the execution and recordation of an amendment following notice to all Owners.

Except as otherwise provided herein, so long as Developer maintains control of the Master Association as set forth in **Article 3** hereof, Developer hereby reserves the right unilaterally to amend, revise or clarify the standards, covenants and restrictions contained in this Declaration for any reason. No such amendment, however, shall (a) restrict or diminish materially the rights or increase or expand materially the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment; (b) adversely affect the rights and interests of mortgagees holding

first mortgages on Lots at the time of such amendment; or (c) impose additional restrictions upon Builders (including reducing or altering any exemptions herein), impose or affect the obligations of Builders, or materially and adversely the rights and benefits of Builders hereunder without, in each case, written consent from all affected Builders. Developer shall give notice in writing to such Owners and mortgagees of any amendments. Developer shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Developer has previously conveyed without the consent of the Owner of such Lot. All amendments to this Declaration shall be in writing and recorded among the appropriate land records.

5.06. Once Developer has turned over control of the Master Association as set forth in **Article 3** hereof, this Declaration may be amended by an Absolute Majority of the Owners in the Subdivision so long as such amendment does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's written consent.

5.07 Only the Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

Article 6. Property Rights

6.01 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the non-exclusive use and enjoyment of the Common Areas as governed by the Association. Such easement shall run with and be appurtenant to each Owner's Lot, subject to the following provisions:

- (i) the right of the Master Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;
- (ii) the right of the Master Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner violates any rules or regulations of the Master Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;
- (iii) the right of the Master Association to make reasonable regular assessments for use and maintenance of the Common Areas and any services provided by the Master Association such as trash collection (at the Master Association's option), snow removal, grass mowing or like service;
- (iv) the right of the Master Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

- (v) the right of the Master Association to enforce collection of any fines or regular or special assessments through the imposition of a lien;
- (vi) the rights of Developer as provided in this Declaration and in any plat of any part of the Subdivision;
- (vii) the terms and provisions of this Declaration;
- (viii) the easements reserved elsewhere in this Declaration and in any plat of any part of the Subdivision;
- (ix) the right of the Master Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good; and
- (x) the right to enforce **Section 7.03** of this Declaration.

6.02 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Lot to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Master Association and any reasonable nondiscriminatory rules and regulations promulgated by the Master Association from time to time.

6.03 Conveyance of the Common Areas. Developer may convey all of its right, title, interest in and to any of the Common Areas to the Master Association by quitclaim deed, and such Common Areas so conveyed shall then be the collective property of the Lot Owners.

Article 7. Maintenance

7.01 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Master Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner, including any Builder during the building process, to at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Keep the grass on the Lot properly cut with such regularity as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.
- (ii) Keep the Lot, including any drainage utility and sewer easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Residence Lot Area.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance to avoid becoming unsightly.

In the event that the Owner of any Lot in the Subdivision shall fail to maintain his Lot and any improvements thereon in accordance with the provisions set forth herein, the Master Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), by and through its agents, employees and contractors, to enter upon said Lot and clean, repair, mow, maintain or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of this Declaration. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, whether or not a Builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Master Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

7.02 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Master Association is required to maintain hereunder, the Master Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Master Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Master Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any Builder) or of a member of the Owner's family or of a guest, tenant, invitee or other occupant of visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Master Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Master Association's insurance with such policy having a waiver of subrogation clause, in which case such Owner shall be responsible for any deductible portion not covered by insurance. If not paid by such Owner upon demand by the Master Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a Builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

7.03 Shared Amenities With Adjacent Subdivision Known As Flat Fork. Developer intends to construct within the Subdivision certain amenities to be available for use by both the homeowners of land in the subdivision to be located immediately north of the Subdivision on the north side of Connecticut Avenue ("**Flat Fork Subdivision**") and Vermillion homeowners. These shared amenities are contemplated to include a community swimming pool, bath house, playground

and ball fields (the "Shared Amenities") located in Vermillion in the area designated as the "Community Recreation Area" on the primary plat for Vermillion.

The Master Association shall be responsible for the operation and maintenance of the Shared Amenities in accordance with normal and customary standards of the high quality residential subdivision and shall ensure that the Shared Amenities are available for use by the members of the Master Association and the homeowners association for the Flat Fork Subdivision "FFHA") at times normal and customary for such facilities. The Master Association shall keep the Shared Amenities properly insured with property, damage, casualty and liability coverage with limits appropriate for such facilities.

The Master Association shall have the right to adopt reasonable rules and regulations from time to time to govern the use of the Shared Amenities, including, by way of example only, limiting the number of guests or the size of organized group visits, or charging fees with respect thereto, provided that all rules and regulations shall be non-discriminatory and apply in equal force to the residents of each subdivision (i.e., the members of the Master Association and the members of FFHA shall be treated equally).

FFHA shall be required to pay Forty Percent (40%) of the cost of such maintenance of such Shared Amenities with such cost being an expense of the FFHA as described in **Article 3.02(b)** of the Flat Fork Subdivision declaration plus reasonable reserves for adequate working capital and future replacements or capital expenditures for the Shared Amenities, all as determined by the board of directors of the Master Association, to be billed to FFHA not more often than quarterly.

Upon receipt of such billing, FFHA shall pay the same within thirty (30) days of receipt. Any payment beyond thirty (30) days shall bear interest at Twelve Percent (12%) per annum. Upon any failure of FFHA to pay such amount when due, the Master Association shall have the right to suspend use of the Shared Amenities to all residents, guests, and members of FFHA until payment in full.

This foregoing **Section 7.03** and the corresponding section of the Flat Fork subdivision declaration may not be amended without the joint written consent of both FFHA and the Master Association, which consent shall not be unreasonably withheld.

[SIGNATURE PAGES FOLLOW]

. IN WITNESS WHEREOF, said North Connecticut Development, LLC, Beazer Homes Indiana LLP, and Flat Fork Partners, LLC have caused this instrument to be executed by their duly authorized representatives this 29th day of April, 2014.

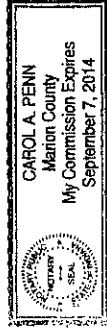
NORTH CONNECTICUT DEVELOPMENT CORPORATION, an Indiana corporation

By: [Signature]
Lawrence M. Moon, Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state, this 29th day of April, 2014, by Lawrence M. Moon, Executive Vice President of North Connecticut Development Corporation, an Indiana corporation.

[Signature] Notary Public
County of Residence: _____
My Commission Expires: _____



FLAT FORK PARTNERS, LLC

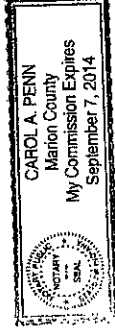
By: Republic Development LLC, its Manager

By: *[Signature]*
Lawrence M. Moon, Executive Vice President

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

The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state, this 29th day of April, 2014, by ~~Richard J. Anderson~~ Lawrence M. Moon on behalf of Republic Development LLC, an Ohio limited liability company, Manager of Flat Fork Partners, LLC, an Indiana limited liability company.

Carol Penn Notary Public
County of Residence: _____
My Commission Expires: _____



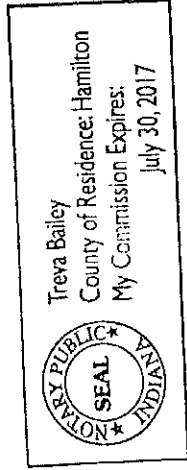
Executed solely for the purposes and subject to the limitation set forth in the first paragraph hereof.

BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership

By: *Neil Weiderhaft*
Neil Weiderhaft, Regional CFO-Indianapolis RAC

STATE OF Indiana) SS:
COUNTY OF Marion

The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state, this 22 day of April, 2014, by Neil Weiderhaft, Regional CFO-Indianapolis RAC of North Connecticut Development Corporation, an Indiana corporation.



Treva Bailey
Notary Public
County of Residence: Hamilton
My Commission Expires: 7/30/17

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. Christopher D. Long

This document prepared by: Christopher D. Long, Esq.
Krieg DeVault LLP
2800 One Indiana Square
Indianapolis, Indiana 46204

EXHIBIT A

Property

EXHIBIT ALegal Description

NCD Blanket Legal Description Including Amenity and 9.13

LEGAL DESCRIPTION: WILSON RESIDUAL

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID QUARTER 2307.38 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 32 SECONDS WEST 1332.25 FEET TO THE NORTH LINE OF SAID QUARTER; THENCE NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE 607.47 FEET; THENCE SOUTH 14 DEGREES 19 MINUTES 46 SECONDS EAST 79.26 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 418.69 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST 6.00 FEET TO THE START OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 77 DEGREES 51 MINUTES 29 SECONDS WEST 70.65 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 71.14 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 77 DEGREES 37 MINUTES 16 SECONDS WEST 23.61 FEET; THENCE ALONG SAID REVERSE CURVE AN ARC DISTANCE OF 25.25 FEET; THENCE SOUTH 56 DEGREES 47 MINUTES 26 SECONDS WEST 50.62 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01 DEGREE 46 MINUTES 16 SECONDS EAST 26.35 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 28.76 FEET; THENCE SOUTH 50 DEGREES 34 MINUTES 30 SECONDS EAST 50.00 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 41 DEGREES 57 MINUTES 51 SECONDS EAST 11.08 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 11.08 FEET; THENCE SOUTH 45 DEGREES 29 MINUTES 47 SECONDS EAST 160.26 FEET; THENCE NORTH 84 DEGREES 58 MINUTES 50 SECONDS EAST 165.06 FEET; THENCE NORTH 03 DEGREES 14 MINUTES 12 SECONDS WEST 29.54 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 05 SECONDS EAST 134.72 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 69.83 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 20 SECONDS EAST 23.36 FEET; THENCE NORTH 61 DEGREES 12 MINUTES 46 SECONDS EAST 53.20 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 98.16 FEET; THENCE NORTH 79 DEGREES 27 MINUTES 16 SECONDS EAST 128.49 FEET; THENCE NORTH 78 DEGREES 04 MINUTES 03 SECONDS EAST 157.10 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 48 SECONDS EAST 130.81 FEET; THENCE SOUTH 81 DEGREES 04 MINUTES 43 SECONDS EAST 148.18 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS EAST 142.23 FEET; THENCE SOUTH 76 DEGREES 23 MINUTES 01 SECOND EAST 9.61 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 59 SECONDS WEST 52.00 FEET TO THE START OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 426.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 83 DEGREES 26 MINUTES 24 SECONDS EAST 104.66 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 104.93 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 328.31 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 45 DEGREES 30 MINUTES 02 SECONDS EAST 28.28 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 31.41 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 37 SECONDS EAST 50.00 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 44 DEGREES 29 MINUTES 58 SECONDS EAST 28.29 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 31.42 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 118.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 16 SECONDS EAST ALONG SAID EAST LINE 449.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 41.21 ACRES, MORE OR LESS.

ALSO THE FOLLOWING PARCEL:

Part of the Northeast and Northwest Quarters of Section 8 and part of the Southwest Quarter of the Southeast Quarter of Section 5, both in Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, described as follows:

Commencing at a Mag. Spike at the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 8; thence along the West line thereof North 00 degrees 25 minutes 06 seconds West (basis of bearings) 39.52 feet to the Northwest corner of the land described in Instrument No. 20088015453 in the Office of the Recorder of Hamilton County, Indiana and the **Point of Beginning**; thence continuing along said West line North 00 degrees 25 minutes 06 seconds West 1293.08 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 8; thence North 31 degrees 46 minutes 52 seconds West 895.60 feet to a southerly corner of the land described in Instrument No. 2002061656 in said Recorder's Office; thence along a southerly line of said Instrument No. 2002061656 North 45 degrees 04 minutes 30 seconds East 105.88 feet; thence

along an easterly line of said instrument No. 2002061636 North 44 degrees 00 minutes 06 seconds West 40.00 feet to the centerline of Connecticut Avenue; thence along said centerline North 46 degrees 07 minutes 37 seconds East 676.10 feet to a mag nail at the intersection of the centerline of Connecticut Avenue with the South line of the Southeast Quarter of the aforesaid Section 5; thence continuing along the centerline of Connecticut Avenue North 46 degrees 19 minutes 13 seconds East 257.85 feet; thence continuing along the centerline of Connecticut Avenue North 46 degrees 01 minutes 09 seconds East 557.13 feet; thence continuing along the centerline of Connecticut Avenue North 45 degrees 27 minutes 44 seconds East 937.62 feet to a mag nail on the East line of the Southeast Quarter of the Southeast-Quarter Section 5; thence along said East line South 00 degrees 23 minutes 08 seconds West 1207.57 feet to the Southeast corner of said Quarter-Quarter Section; thence along the South line of said Quarter-Quarter Section South 89 degrees 18 minutes 31 seconds West 989.25 feet; thence South 00 degrees 23 minutes 22 seconds East 1332.26 feet to the East 990.93 feet to a rebar at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 8; thence along the East line of said Quarter-Quarter Section South 00 degrees 27 minutes 41 seconds East 291.86 feet; thence South 89 degrees 32 minutes 19 seconds West 89.36 feet; thence North 46 degrees 38 minutes 37 seconds West 63.70 feet; thence South 65 degrees 01 minutes 44 seconds West 148.99 feet; thence South 89 degrees 30 minutes 13 seconds West 168.43 feet; thence South 00 degrees 29 minutes 47 seconds East 186.00 feet; thence South 89 degrees 30 minutes 13 seconds West 23.98 feet; thence South 00 degrees 29 minutes 47 seconds East 135.00 feet; thence North 89 degrees 30 minutes 13 seconds East 90.89 feet; thence South 63 degrees 49 minutes 02 seconds East 43.79 feet; thence South 00 degrees 08 minutes 19 seconds East 234.13 feet; thence South 45 degrees 56 minutes 46 seconds West 80.18 feet; thence South 04 degrees 42 minutes 09 seconds East 121.56 feet; thence South 04 degrees 35 minutes 32 seconds East 51.56 feet; thence South 00 degrees 52 minutes 03 seconds East 130.15 feet; thence South 45 degrees 44 minutes 49 seconds East 15.63 feet; thence North 89 degrees 11 minutes 28 seconds East 103.27 feet; thence South 00 degrees 48 minutes 32 seconds East 80.00 feet to the South line of said Quarter-Quarter Section; thence along said South line South 89 degrees 11 minutes 28 seconds West 648.43 feet to the Southeast corner of the land described in Instrument No. 2008015453; (1) North 00 degrees 49 minutes 05 seconds West 16.56 feet; (2) North 00 degrees 58 minutes 01 second West 8.87 feet; (3) South 89 degrees 01 minutes 59 seconds West 225.00 feet; (4) North 85 degrees 15 minutes 22 seconds West 150.75 feet; (5) South 89 degrees 23 minutes 33 seconds West 34.54 feet to the Point of Beginning, containing 65.242 acres, more or less.

LESS AND EXCLUDING THE FOLLOWING PARCEL:

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 72.60 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF CONNECTICUT AVENUE, THE NEXT TWO (2) CALLS ARE ALONG SAID CENTERLINE; THENCE (1) NORTH 46 DEGREES 19 MINUTES 13 SECONDS EAST 257.85 FEET; THENCE (2) NORTH 46 DEGREES 01 MINUTE 09 SECONDS EAST 502.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 172.69 FEET; THENCE SOUTH 52 DEGREES 03 MINUTES 06 SECONDS EAST 100.58 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 42.43 FEET; THENCE SOUTH 45 DEGREES 56 MINUTES 57 SECONDS WEST 130.00 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 210.00 FEET; THENCE SOUTH 38 DEGREES 19 MINUTES 16 SECONDS EAST 60.68 FEET; THENCE SOUTH 14 DEGREES 19 MINUTES 46 SECONDS EAST 11.34 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST 377.79 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION NORTH 00 DEGREES 23 MINUTES 08 SECONDS EAST 1207.57 FEET TO ITS INTERSECTION WITH THE AFORESAID CENTERLINE OF CONNECTICUT AVENUE, THE NEXT TWO (2) CALLS ARE ALONG SAID CENTERLINE; THENCE (1) SOUTH 45 DEGREES 27 MINUTES 44 SECONDS WEST 937.62 FEET; THENCE (2) SOUTH 46 DEGREES 01 MINUTE 09 SECONDS WEST 54.85 FEET TO THE POINT OF BEGINNING, CONTAINING 11.846 ACRES, MORE OR LESS.

ALSO INCLUDING THE FOLLOWING PARCEL:

A part of the Northeast Quarter of Section 8, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, being more particularly described as follows:
Beginning at the Southeast corner of the Southwest Quarter of said Quarter; thence North 00 Degrees 27 Minutes 41 Seconds West along the East line of said Quarter-Quarter 1039.38 feet; thence South 89 Degrees 32 Minutes 19 Seconds West 89.36 feet; thence North 46 Degrees 38 Minutes 70 Seconds West 63.70 feet; thence South 65 Degrees 01 Minute 44 Seconds West 148.99 feet; thence South 89 Degrees 30 Minutes 13 Seconds West 168.43 feet; thence South 00 Degrees 29 Minutes 47 Seconds East 186.00 feet; thence South 89 Degrees 30 Minutes 13 Seconds West 23.98 feet; thence South 00 Degrees 29 Minutes 47 Seconds East 135.00 feet; thence North 89 Degrees 30 Minutes 89 Seconds East 90.89 feet; thence South 63 Degrees 49 Minutes 02 Seconds East 43.79 feet; thence South 00 Degrees 08 Minutes 19 Seconds East 234.13 feet; thence South 45 Degrees 56 Minutes 46 Seconds West 80.18 feet; thence South 04 Degrees 40 Minutes 10 Seconds East 173.12 feet; thence South 00 Degrees 52 Minutes 03 Seconds East 130.15 feet; thence South 45 Degrees 44 Minutes 49 Seconds East 15.63 feet; thence North 89 Degrees 11 Minutes 28 Seconds East 103.27 feet; thence South 00 Degrees 48 Minutes 32 Seconds East 80.00 feet to a point on the South line of said Northeast Quarter; thence North 89 Degrees 11 Minutes 28 Seconds East along said South line 263.97 feet to the Point Of Beginning, containing 9.13 acres, more or less.

EXHIBIT B

THE HERITAGE AT VERMILLION

BUILDER/SUBDIVISION STANDARDS

Builder shall adhere to the following standards which were established to create a more harmonious and aesthetically pleasing community and are in addition to the Vermillion PUD and Vermillion Master Declaration of Covenants, Conditions and Restrictions.

1. House Style. All homes built by Builder within The Heritage shall comply with the standards established for "Area E" within the Vermillion PUD ordinance and the standards set forth herein.
2. Minimum House Size. The minimum living area of single story homes in The Heritage is 1,800 square feet; the minimum living area for two-story homes in The Heritage is 2,000 square feet.
3. House Landscaping. Builder shall include a standard landscaping package with each house sold that is meant to provide for trees, shrubs and flowers around the house. The landscaping shall comply with Vermillion PUD Ordinance and contain in the front yard a minimum of twelve (12) shrubs in a landscape bed(s) along the foundation of the home and a minimum of one (1) tree in addition to any required street trees, a minimum of 2 1/2" caliper if deciduous or 6' in height if evergreen. For homes on corner lots, the side yard adjacent to a street shall have a minimum of eight (8) shrubs in a landscape bed along the foundation of the home.
4. Lawn. The front and side yards of each home shall be sodded and the rear yard of each lot shall be seeded or sodded prior to closing with a homebuyer unless the weather is prohibitive in which case Builder shall seed or sod the yard as soon as the weather permits.
5. Front Walk Lights. Two (2) exterior wall lights on the front of the home or a front yard light that automatically illuminates at darkness shall be provided by Builder to each homebuyer.
6. Roof Vents. Roof vents are to match the color of the roof. No unpainted metal or plastic roof vents permitted. All roof vents shall be located on sides of the roof not facing a public street.
7. Like Models. Like model elevations shall comply with the Vermillion Anti Monotony Code attached as **Exhibit E** to the Vermillion PUD.
8. Mailboxes. A mailbox shall be provided by Builder to each homebuyer with the design to be approved by Developer.
9. Exterior Trim. All windows, garage doors and entry doors within non masonry wall areas shall have exterior trim molding of a minimum of 3" in width.
10. Windows. Side elevations of each home shall have a minimum of two (2) windows, which shall be a minimum of four (4) square feet.

11. Garage Doors. Decorative garage doors with appropriate architectural detailing shall be required. Front facing garages shall require raised panels with windows or raised panels, painted in each case to match the house trim, and with decorative hardware (e.g. faux hinges and/or handles). Windows in the garage doors are encouraged. All garage doors shall be painted to match the color of the house or trim.

12. Roof Rakes And Eaves. Roofs shall overhang the exterior wall by a minimum of 4" adjacent to masonry siding and a minimum of 8" adjacent to hard board or wood siding.

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2015044854 AMENDMENT \$67.00
08/25/2015 02:10:42P 28 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

Cross Reference: 2014-25530

WJH
2015
COMM

**AMENDED AND RESTATED
MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR
VERMILLION**

**A RESIDENTIAL DEVELOPMENT
IN FALL CREEK TOWNSHIP, INDIANA**

The undersigned NORTH CONNECTICUT DEVELOPMENT CORPORATION, an Indiana corporation, as developer, (hereinafter referred to as "Developer"), BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership ("Beazer"), and FLAT FORK PARTNERS, LLC, an Indiana limited liability company, as all of the owners of real property described in Exhibit A attached hereto and known as Vermillion (referred to herein as the "Subdivision"), comprised of two (2) separate communities (hereinafter each a "Community") known as: The Woods at Vermillion and Heritage at Vermillion, impose the following plat restrictions and covenants on the Subdivision for the benefit of all present and future Owners (as hereinafter defined) of any Lot in the Subdivision. Beazer has executed this instrument solely to encumber its property with this Master Declaration, but by doing so does hereby disclaim any liability or responsibility to any party hereto, to any successor in title to any party hereto, or to any mortgagee or other beneficiary hereof related to the content, enforcement, compliance, or legality of the terms hereof, and by owning or taking title by interest in any portion of the Subdivision, each such party hereby releases Beazer from any liability related thereto. This Amended and Restated Master Declaration hereby supersedes and replaces in its entirety that certain Master Declaration of Covenants, Conditions and Restrictions for Vermillion dated April 29, 2014 and recorded June 30, 2014 as Instrument No. 2014-25530 in the Office of the Recorder of Hamilton County, Indiana.

DECLARATIONS

All Lots within the Subdivision, shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Owners (as hereinafter defined) and occupants within the Subdivision and which shall run with the property and shall be binding on all Owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after the turnover of the Master Association to the Owners an Absolute Majority of the Owners in the Subdivision agree to change or terminate said covenants in whole or in part and on the condition that an instrument to that effect signed by the Owners' voting in favor of such change has been recorded; provided, however,

that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto. "Absolute Majority" shall mean the majority of all Owners (whether by written consent or by a vote at a meeting duly constituted under the By-Laws of the Master Association) without regard to any quorum requirements (i.e., not a simple majority of those Owners attending a meeting in which any quorum requirement is satisfied) with a majority being determined by a majority of the voting interests of all Owners calculated in accordance with the By-Laws of the Master Association. For the avoidance of doubt, each Lot shall be entitled to only one vote as an Owner and multiple Owners of a single Lot (whether as husband and wife, tenants in common, or otherwise) shall not be entitled to more than one vote.

Article 1. Use Restrictions

1.01 Each Lot shall be used for residential purposes only. Lots shall be used for single family residential purposes. However, the Developer, its agents or assignees and any builder purchasing or developing twenty (20) or more Lots in a Community including, without limitation, Beazer (hereafter a "Builder") may use the Lots for model homes, construction trailer, and for any related construction and/or sales purposes during the building and sales period for the Lots it owns. "Residence" shall mean a single family detached residence located on a Lot. An "Owner" shall mean and refer to the record title Owner of a Lot in the Subdivision, and shall be all Owners, jointly and severally, if there is more than one Owner of record.

1.02 No Residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Lot by an Owner without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finished grade elevation for said improvements. Notwithstanding the foregoing, Builders shall not be subject to the restrictions in this Section 1.02 but shall be obligated to comply at all times with the applicable zoning requirements and the Builder Guidelines attached as **Exhibit B**.

1.03 Residences within each Community shall have the following minimum square footage, exclusive of basements, open porches, garages and other unheated areas. Each Residence shall have an attached garage with space for not less than two (2) automobiles.

	<u>1 Story</u>	<u>2 Story</u>
<u>The Woods at Vermillion</u>	2,000	2,400
<u>Heritage at Vermillion</u>	1,800	2,000

1.04 All structures or improvements on a Lot commenced by an Owner within the Subdivision must be completed within nine (9) months from the date of commencement, subject to extension for events of force majeure.

1.05 Two exterior wall lights on the front of the residence or a front yard light providing dusk to dawn lighting are to be installed on each Lot at the time of construction. The Owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings or containers shall be permitted on any Lot.

1.07 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Lot without the written approval of the Architectural Control Committee. Said Architectural Control Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic conditions.

1.08 No Residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line show on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings or fences within said utility or drainage easement areas are at the Owner's sole risk of loss if such plantings or fences, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner's Lot.

1.11 No business activities of any kind shall be conducted on any Lot or open space in the Subdivision without the approval of the Master Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Lot by Builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Lot. No laundry articles shall be left outdoors overnight.

1.13 No bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle, commercial truck, van or other similar vehicle shall be stored on any Lot unless housed within a garage building, for a period in excess of ten (10) consecutive days and no more than thirty (30) days

in one calendar year. Further, no automobile shall be put up on blocks, or kept in a stationary place covered with a tarpaulin for a period of seven (7) consecutive days.

1.14 No Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on or within a Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Lot; provided that Builders shall not be subject to this time limitation.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Lot without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Master Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Lot without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other usual household pets may be kept on a Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance. The Master Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 Permitted Signs shall include only those professionally constructed signs which advertise a home on any Lot for sale, and which are non-illuminated and less than or equal to 6 square feet in size ("**Permitted Signs**"). With the exception of Permitted Signs, all signs including, but not limited to those advertising a garage sale or a Residence "For Lease," must be approved by the Architectural Control Committee before being placed upon any Lot or Common Area, or displayed from a Residence. No more than one sign (including a Permitted Sign) may be displayed on a Lot or from a Residence at any one time. All Permitted Signs advertising a Residence or Lot for sale shall be removed within three (3) business days of the conveyance of the Residence or Lot. Signs advertising a Residence for "Rent to Own", or something similar, are expressly prohibited and may not be placed on a Lot or displayed from a Residence constructed thereon. The Developer and Builder(s) are expressly exempt from the requirements of this **Section 1.19** and may post any signs in Common Areas and Lots owned by Developer and/or Builder(s).

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot without the written consent of the Architectural Control Committee.

1.22 No fencing or screening may be constructed or installed until after written approval is obtained from the Architectural Control Committee. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration when reviewing fences for approval. Fencing and screening must be constructed to professional levels of quality, design, material, composition, and color as determined by the Architectural Control Committee. All fences shall be kept in good repair by the Owner. In general, fences shall be erected within six inches (6") of the property line of such Lot, unless otherwise approved by the Architectural Control Committee. Generally, fences shall not be higher than four feet (4') from ground level.

All fencing must be wood, wood style composite, wrought iron, its aluminum equivalent or other approved material. No fence shall be constructed until its materials, design, and location are first approved by the Architectural Control Committee. No fence shall be constructed within a drainage easement so as to obstruct the flow or water therein. Except as for providing screening as described below, all wood or wood style fences shall have spacing between the pickets or railing at least one half the width of the picket.

In instances where privacy screening is necessary or desirable, exceptions to the above style or height restrictions may be approved by the Architectural Control Committee on a case by case basis. Opaque privacy screens (e.g. shadow box style) up to six feet (6') in height may be permitted adjacent to patio or deck areas so long as they do not extend into the side yard.

1.23 No above ground swimming pools will be permitted on any Lot other than kiddie pools of 500 gallons or less. Kiddie pools shall not be permitted to remain on a Lot for more than 90 days per calendar year.

1.24 Each Owner within the Subdivision, upon acquisition of title to a Lot, shall automatically become a member of the Master Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Lot and such membership shall terminate upon the sale or other disposition by such member of such Lot ownership.

1.25 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

1.26 Except as otherwise approved by the Developer in connection with a Builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as to not create a glare, distraction or nuisance to the other Owners.

1.27 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended 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 (10) feet from the intersection of a street line with the edge of a driveway or alley line. No tree shall be permitted to remain within such distances of such areas unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

1.28 Vermillion will be developed into two (2) separate Communities, specifically The Woods at Vermillion and Heritage at Vermillion. Each Community may have supplemental use restrictions, covenants and assessment levels in addition to those provided for in this Declaration. Each Community may establish its own sub declaration ("Area Declaration") or homeowners association ("Area Association") to provide for additional covenants, conditions, restrictions or assessments specific to its Community. In the event of any conflict between Area Declarations and this document, this document shall prevail. Each Community by an Absolute Majority of Owners in said Community or by Developer prior to turnover, may establish an Area Association and record an Area Declaration to promote the common interest of said Community to provide for; additional common maintenance, additional use restrictions, additional covenants, additional services and supplemental assessments to fund said maintenance or services, for the benefit of all Owners in said Community.

1.29 It shall be lawful for the Developer, Town of Fishers, Hamilton County, the Master Association, Builder (as long as it owns one or more Lots) or Owner within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Owners in the Subdivision and are to run with the land and shall be binding on all parties, on all Owners, and all persons claiming under them forever, as follows:

2.01 No Owner shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Master Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, Town of Fishers, Hamilton County, the Master Association, Builder (as long as it owns one or more Lots) or any Owners within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "**Master Association**") to promote the common interest of all Owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Master Association shall be comprised of all Owners in the Subdivision with all Owners (if more than one) being deemed a single member. Developer reserves the right to expand the membership and duties of the Master Association to include other areas or sections of Vermillion to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "**Expansion Property**", the Owners of which may, at the option of Developer, be required to become members of the Master Association. If the Developer elects to develop Expansion Property and elects to include the Owners in any portion of the Expansion Property as members in the Master Association and to expand the Master Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the Owners within such portion of the Expansion Property shall become members of the Master Association and detailing the additional rights and obligations of the Master Association. Developer's right to include Expansion Property, if not exercised within such ten (10) year period shall expire. Also, during said ten (10) year period, Developer shall have the right to remove any undeveloped portion of the Subdivision which has not been platted from the term of this Declaration, so long as Developer owns such property at the time of such removal ("**Removed Property**"), provided that (a) the aggregate acreage of Removed Property shall not exceed 9.13 acres; and (b) such Removed Property shall not be used for any single family or multi-family uses; without, in either case, the written consent of the Builders.

3.02 (a) "**Common Areas**" means (i) all portions of the Subdivision (including improvements thereto) shown on any plat of a part of the Subdivision which are not located on a Lot and which are not dedicated to the public and (ii) all facilities, ponds, recreation amenities, entrance monuments, structures, buildings, improvements and personal property owned or leased by the

Master Association from time to time. Common Areas may be located within a public right-of-way or in an easement area as shown on the Plat.

(b) "Common Expenses" means (i) expenses of and in connection with the maintenance, operation, repair or replacement of the Common Areas and related improvements thereon and the performance of the responsibilities and duties of the Master Association, including, without limitation, expenses for the improvement, operation, maintenance, replacement or repair of the improvements, lawn, foliage, entrance monuments, signage, lightning, irrigation, drainage, BMPs, ponds and landscaping not located on a Lot including adequate reserves for Common Areas such as replacement of buildings, improvements, furniture, fixtures or equipment; provided that lawn maintenance of Lots, unless located on an easement located on a Lot to the extent the Master Association deems it necessary to maintain such easement shall not be an obligation of the Master Association; (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the easements; (iii) all judgments, liens and valid claims against the Master Association; (iv) costs of the Shared Amenities as provided for in **Section 7.03** hereof; (v) all expenses incurred in the administration and management of the Master Association; and (vi) legal expenses for covenant enforcement and assessment collection and (vii) expenses associated with trash pick-up within the Subdivision, if applicable.

3.03 The management and control of the affairs of the Master Association shall be vested in its Board of Directors. The Board of Directors shall be composed initially of three (3) members but may later be composed of between three (3) and nine (9) members. The members of the Board of Directors shall be selected by Developer until such time as the Master Association is turned over to the Owners as provided in this **Section 3.03**. The three (3) initial members of the Board of Directors shall serve until (a) that date which is ninety (90) days after 100% of all Lots within the Subdivision and 100% of all Lots within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in **Article 3.01** have been sold, or (b) Developer elects to turn over control of the Master Association to the Owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Master Association. After turnover, at least one board member from each Community shall serve on the board on a continuous basis. The Board of Directors may assign some or all of its administrative duties to a professional management company who shall serve at the discretion of the Board of Directors.

3.04 The Master Association, or its agents or assigns, shall have the right to enter onto any Common Area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;

- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any Common Area wall, monument or fencing;
- (h) operations, maintenance and repair of the Shared Amenities (as defined in **Section 7.03**) and any other community pools, buildings, playgrounds, pathways or other Common Area amenities;
- (i) to arrange for plowing and/or removal of snow from streets located in easements or public right-of-way and community walkways located within Common Areas;
- (j) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (k) maintaining, trimming, pruning, irrigation, fertilizing, removal and replacement of flowers, plants, trees and bushes, within Common Areas as necessary.

3.05 For the purpose of providing funds to carry out the responsibilities of the Master Association hereunder, the Master Association shall be empowered to levy, assess and collect from each Owner in the Subdivision an amount up to Five Hundred Fifty Dollars (\$550.00) per year, irrespective of whether the Subdivision has been completed ("Regular Assessment"). Provided, however, that such limit of Five Hundred Fifty Dollars (\$550.00) per Lot per year may be increased or decreased in proportion to any increase or decrease in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December 2015. If the Master Association elects to provide trash pick-up service through the Master Association as provided for in **Section 3.02(b)(vi)** hereof, the cost of trash pick-up shall be assessed as part of the Regular Assessment and such amounts shall be in addition to the maximum assessment described herein. Any fees assessed by the Master Association in excess of Five Hundred Fifty Dollars (\$550.00) (as adjusted by the CPI), plus the cost of trash pick-up if applicable per Lot per year, must be approved by an Absolute Majority of the Owners.

In addition to the Regular Assessment set forth above, upon the closing of the initial conveyance of each Lot to the first Owner of the respective Lot other than Developer or Builder, the Owner shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to the working capital of the Association and its start-up fund, an amount equal to Four Hundred Dollars (\$400.00), which payment shall be non-refundable and shall

not be considered as an advance payment of any Regular or Special Assessment or other charge owed the Association with respect to such Lot. The working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to, Developer for advances made to pay expenses of the Association for its early period of operation to enable the Association to have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary by the Board of Directors.

3.06 In addition to Regular Assessments, the Board of Directors of the Master Association may make special assessments against each Lot (a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Master Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Master Association may from time to time incur, but only with the approval of two-thirds (2/3) of the members who cast votes in person or by proxy at a duly constituted meeting of the members of the Master Association called for such purpose.

The Board of Directors of the Master Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments, and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Master Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

3.07 Neither the Developer, nor any Builder or any related entity being expressly exempted by Developer, shall be assessed any portion of any Regular or Special Assessment during the development period of the Subdivision until one hundred percent (100%) of all Lots within the Subdivision and one hundred percent (100%) of all Lots within the Expansion Property, if any, have been developed and made a part of the Subdivision.

3.08 Any amount assessed or levied hereunder by the Master Association against an Owner shall become a lien on each Lot until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of twenty-five dollars (\$25.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Master Association may file with the Hamilton County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Lot against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by Indiana law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, administrative fees, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the

lien of any duly executed mortgage on any Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Lot which become due and payable prior to the time such holder or purchaser takes title to the Lot. In addition, the Association may take action in small claims court against any current or previous owner for unpaid assessments and damages.

3.09 No member of the Board of Directors shall be liable to the Owner(s) or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Master Association shall indemnify and hold harmless and defend each of the directors against any and all liability to any person, firm or corporation arising out of any contract made by the Board of Directors or its agent on behalf of the Master Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Master Association.

3.10 The Master Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a director of the Master Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director is liable for gross negligence or willful misconduct in the performance of his duties. The Master Association shall also reimburse to any such director the reasonable costs of settlement of, or judgment rendered in, any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such director was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director, no director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Master Association or statements or advice made by or prepared by the managing agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Master Association to render advice or service, unless such director had actual knowledge of the falsity or incorrectness thereof, nor shall a director be deemed guilty of, or liable for, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

3.11 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Master Association may be exercised by Developer until such time as the Master Association is formed and control thereof transferred to the Owners. At such time as control of the Master Association is transferred to the Owners, Developer may reserve the exclusive right to act as the Architectural Control Committee as any structure on any Lot on which a Residence has not yet been completed and occupied, so long as Developer clearly identifies the Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for

each Lot until such time as a Residence has been completed on that Lot and occupied by the homebuyer.

3.12 At the option of the Master Association, trash and refuse disposal for each Lot may be provided by the Master Association on a weekly basis. The Subdivision shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No burning or burying of garbage or refuse shall be permitted on any Lot.

Article 4. Architectural Control Committee

An Architectural Control Committee (the "Architectural Control Committee") is hereby established as a standing committee of the Master Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Architectural Control Committee shall be composed of between three (3) and six (6) members. The Developer shall appoint the initial members of the Architectural Control Committee.

4.02 The members of the Architectural Control Committee shall be appointed by Developer and shall serve until such time as the Developer turns over control of the Master Association to the Owners, as set forth in Article 3.03 hereof. Any subsequent members shall be appointed by the Master Association and shall serve for terms of four (4) years, except that the first appointed members of the Architectural Control Committee shall serve for staggered terms of one (1), two (2), three (3), and four (4) years as directed by the Board of Directors of the Master Association. All members of said Architectural Control Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, a successor, who shall serve the remaining term of the departed Architectural Control Committee member, shall be appointed by the Board of Directors of the Master Association within three (3) months after the incapacity, death or resignation of the departed member. After turnover of the Master Association to the Owners by Developer, the Architectural Control Committee shall comprise at least one lot Owner from each Community at all times.

4.03 Except as provided in the last sentence of Section 1.02, the Use Restrictions require the submission of detailed plans and specifications to the Architectural Control Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Architectural Control Committee is directed to consider the zoning commitments for the Subdivision, appropriateness of the improvement contemplated in relation to the improvements on

contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Lot on which it is proposed to be made, and such other matters as may be deemed by the Architectural Control Committee members to be in the interest and benefit of the Owners in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Architectural Control Committee may require that any plans and specifications submitted to the Architectural Control Committee be prepared by a registered architect or civil engineer. The Architectural Control Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Architectural Control Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Architectural Control Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within sixty (60) days after said request shall have been properly submitted to the Architectural Control Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of **Article 1.02** hereto. The failure of the Architectural Control Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any property submitted request.

4.06 The approval of any plans and specifications by the Architectural Control Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Architectural Control Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Lot in the Subdivision, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

4.08 In the case of a tie vote by Members of the Architectural Control Committee on any matter, the matter shall be referred to the Board of Directors of the Master Association for final determination.

Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Owner or Owners found to be in violation.

5.05 Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any federal agencies, local governing authorities, governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) as a condition of their approval of this Declaration, by the execution and recordation of an amendment following notice to all Owners.

Except as otherwise provided herein, so long as Developer maintains control of the Master Association as set forth in **Article 3** hereof, Developer hereby reserves the right unilaterally to amend, revise or clarify the standards, covenants and restrictions contained in this Declaration for any reason. No such amendment, however, shall (a) restrict or diminish materially the rights or increase or expand materially the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment; (b) adversely affect the rights and interests of mortgagees holding first mortgages on Lots at the time of such amendment; or (c) impose additional restrictions upon Builders (including reducing or altering any exemptions herein), impose or affect the obligations of Builders, or materially and adversely the rights and benefits of Builders hereunder without, in each case, written consent from all affected Builders. Developer shall give notice in writing to such Owners and any mortgagees who have registered with the Association of any amendments. Developer shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Developer has previously conveyed without the consent of the Owner of such Lot. All amendments to this Declaration shall be in writing and recorded among the appropriate land records.

5.06. Once Developer has turned over control of the Master Association as set forth in **Article 3** hereof, this Declaration may be amended by an Absolute Majority of the Owners in the Subdivision by written consent or at a meeting called for said purpose, so long as such amendment does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's written consent.

5.07 Only the Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

5.08 The Owners shall not remonstrate against, oppose or otherwise attempt to defeat any annexation proceeding initiated by the City of Fishers or by Developer or Beazer for the annexation of any Lot in the Subdivision into the City of Fishers.

Article 6. Property Rights

6.01 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the non-exclusive use and enjoyment of the Common Areas as governed by the Association. Such easement shall run with and be appurtenant to each Owner's Lot, subject to the following provisions:

- (i) the right of the Master Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;
- (ii) the right of the Master Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner violates any rules or regulations of the Master Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;
- (iii) the right of the Master Association to make reasonable regular assessments for use and maintenance of the Common Areas and any services provided by the Master Association such as trash collection (at the Master Association's option), snow removal, grass mowing or like service;
- (iv) the right of the Master Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;
- (v) the right of the Master Association to enforce collection of any fines or regular or special assessments through the imposition of a lien;
- (vi) the rights of Developer as provided in this Declaration and in any plat of any part of the Subdivision;
- (vii) the terms and provisions of this Declaration;
- (viii) the easements reserved elsewhere in this Declaration and in any plat of any part of the Subdivision;
- (ix) the right of the Master Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good; and
- (x) the right to enforce **Section 7.03** of this Declaration.

6.02 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Lot to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Master Association and any

reasonable nondiscriminatory rules and regulations promulgated by the Master Association from time to time.

6.03 Conveyance of the Common Areas. Developer may convey all of its right, title, interest in and to any of the Common Areas to the Master Association by quitclaim deed, and such Common Areas so conveyed shall then be the collective property of the Lot Owners.

Article 7. Maintenance

7.01 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Master Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner, including any Builder during the building process, to at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Keep the grass on the Lot properly cut with such regularity as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.
- (ii) Keep the Lot, including any drainage utility and sewer easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Residence Lot Area.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.
- (iv) Cut down and remove dead trees and replace any landscaping required for screening purposes with the approved plans.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance to avoid becoming unsightly.

In the event that the Owner of any Lot in the Subdivision shall fail to maintain his Lot and any improvements thereon in accordance with the provisions set forth herein, the Master Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), by and through its agents, employees and contractors, to enter upon said Lot and clean, repair, mow, maintain or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of this Declaration. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, whether or not a Builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Master Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

7.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Master Association is required to maintain hereunder, the Master Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Master Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Master Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any Builder) or of a member of the Owner's family or of a guest, tenant, invitee or other occupant of visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Master Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Master Association's insurance with such policy having a waiver of subrogation clause, in which case such Owner shall be responsible for any deductible portion not covered by insurance. If not paid by such Owner upon demand by the Master Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a Builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

7.3 Shared Amenities With Adjacent Subdivision Known As Flat Fork. Developer intends to construct within the Subdivision certain amenities to be available for use by both the homeowners of land in the subdivision to be located immediately north of the Subdivision on the north side of Connecticut Avenue ("**Flat Fork Subdivision**") and Vermillion homeowners. These shared amenities are contemplated to include a community swimming pool, bath house, playground and ball fields (the "**Shared Amenities**") located in Vermillion in the area designated as the "Community Recreation Area" on the primary plat for Vermillion.

The Master Association shall be responsible for the operation and maintenance of the Shared Amenities in accordance with normal and customary standards of the high quality residential subdivision and shall ensure that the Shared Amenities are available for use by the members of the Master Association and the homeowners association for the Flat Fork Subdivision ("**FFHA**") at times normal and customary for such facilities. The Master Association shall keep the Shared Amenities properly insured with property, damage, casualty and liability coverage with limits appropriate for such facilities.

The Master Association shall have the right to adopt reasonable rules and regulations from time to time to govern the use of the Shared Amenities, including, by way of example only, limiting the number of guests or the size of organized group visits, or charging fees with respect thereto, provided that all rules and regulations shall be non-discriminatory and apply in equal force to the residents of each subdivision (i.e., the members of the Master Association and the members of FFHA shall be treated equally).

FFHA shall be required to pay Forty Percent (40%) of the cost of such maintenance of such Shared Amenities with such cost being an expense of the FFHA as described in **Article 3.02(b)** of the Flat Fork Subdivision declaration plus reasonable reserves for adequate working capital and future replacements or capital expenditures for the Shared Amenities, all as determined by the board of directors of the Master Association, to be billed to FFHA not more often than quarterly.

Upon receipt of such billing, FFHA shall pay the same within thirty (30) days of receipt. Any payment beyond thirty (30) days shall bear interest at Twelve Percent (12%) per annum. Upon any failure of FFHA to pay such amount when due, the Master Association shall have the right to suspend use of the Shared Amenities to all residents, guests, and members of FFHA until payment in full.

This foregoing **Section 7.03** and the corresponding section of the Flat Fork subdivision declaration may not be amended without the joint written consent of both FFHA and the Master Association, which consent shall not be unreasonably withheld.

[SIGNATURE PAGES FOLLOW]

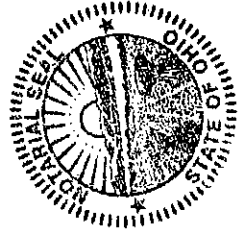
IN WITNESS WHEREOF, said North Connecticut Development, LLC, Beazer Homes Indiana LLP, and Flat Fork Partners, LLC have caused this instrument to be executed by their duly authorized representatives this 20 day of August, 2015.

NORTH CONNECTICUT DEVELOPMENT CORPORATION, an Indiana corporation

By: 
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
COUNTY OF Lucas

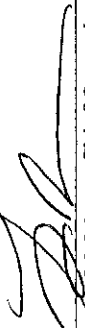
The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state, this 20 day of August, 2015, by Lawrence M. Moon, Chief Operating Officer of North Connecticut Development Corporation, an Indiana corporation.



Claudia Witkowski
Notary Public
County of Residence: Lucas
My Commission Expires: 6-28-2016

CLAUDIA WITKOWSKI
Notary Public, State of Ohio
My Commission Expires 06-28-2016

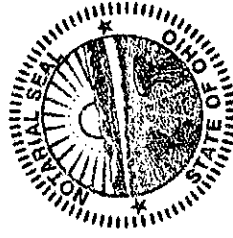
FLAT FORK PARTNERS, LLC
By: Republic Development LLC, its Manager

By: 
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state, this 10 day of August, 2015, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Manager of Flat Fork Partners, LLC, an Indiana limited liability company.

Claudia Witkowski
Notary Public
County of Residence: Lucas
My Commission Expires: 6-28-2016



CLAUDIA WITKOWSKI
Notary Public, State of Ohio
My Commission Expires 06-28-2016

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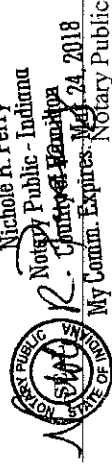
Executed solely for the purposes and subject to the limitation set forth in the first paragraph hereof.

BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership

By: [Signature]
David M. Compton, President Divisional – Indianapolis

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state, this 20th day of August, 2015, by David M. Compton, President Divisional – Indianapolis of Beazer Homes Indiana LLP.


Nichole R. Perry
Notary Public - Indiana
My Comm. Expires: May 24, 2018

County of Residence: _____
My Commission Expires: _____

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. Christopher D. Long

This document prepared by:
Christopher D. Long, Esq.
Krieg DeVault LLP
2800 One Indiana Square
Indianapolis, Indiana 46204

EXHIBIT A
Property
Legal Description

NCD Blanket Legal Description Including Amenity and 9.13

LEGAL DESCRIPTION: WILSON RESIDUAL

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID QUARTER 2307.38 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 32 SECONDS WEST 1332.25 FEET TO THE NORTH LINE OF SAID QUARTER; THENCE NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE 607.47 FEET; THENCE SOUTH 14 DEGREES 19 MINUTES 46 SECONDS EAST 79.26 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 418.69 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST 6.00 FEET TO THE START OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 77 DEGREES 51 MINUTES 29 SECONDS WEST 70.65 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 71.14 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 77 DEGREES 37 MINUTES 16 SECONDS WEST 23.61 FEET; THENCE ALONG SAID REVERSE CURVE AN ARC DISTANCE OF 25.25 FEET; THENCE SOUTH 56 DEGREES 47 MINUTES 26 SECONDS WEST 50.62 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 01 DEGREE 46 MINUTES 16 SECONDS EAST 26.35 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 28.76 FEET; THENCE SOUTH 50 DEGREES 34 MINUTES 30 SECONDS EAST 50.00 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 41 DEGREES 57 MINUTES 51 SECONDS EAST 11.08 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 1.08 FEET; THENCE SOUTH 45 DEGREES 29 MINUTES 47 SECONDS EAST 160.26 FEET; THENCE NORTH 84 DEGREES 58 MINUTES 50 SECONDS EAST 165.06 FEET; THENCE NORTH 03 DEGREES 14 MINUTES 12 SECONDS WEST 29.54 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 05 SECONDS EAST 134.72 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 69.83 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 20 SECONDS EAST 23.36 FEET; THENCE NORTH 61 DEGREES 12 MINUTES 46 SECONDS EAST 53.20 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 98.16 FEET; THENCE NORTH 79 DEGREES 27 MINUTES 16 SECONDS EAST 128.49 FEET; THENCE NORTH 78 DEGREES 04 MINUTES 03 SECONDS EAST 157.10 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 48 SECONDS EAST 130.81 FEET; THENCE SOUTH 81 DEGREES 04 MINUTES 43 SECONDS EAST 148.18 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS EAST 142.23 FEET; THENCE SOUTH 76 DEGREES 23 MINUTES 01

SECOND EAST 9.61 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 59 SECONDS WEST 52.00 FEET TO THE START OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 426.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 83 DEGREES 26 MINUTES 24 SECONDS EAST 104.66 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 104.93 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 328.31 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 45 DEGREES 30 MINUTES 02 SECONDS EAST 28.28 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 31.41 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 37 SECONDS EAST 50.00 FEET TO THE START OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 44 DEGREES 29 MINUTES 58 SECONDS EAST 28.29 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 31.42 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 118.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 16 SECONDS EAST ALONG SAID EAST LINE 449.75 FEET TO THE **POINT OF BEGINNING**, CONTAINING 41.21 ACRES, MORE OR LESS.

ALSO THE FOLLOWING PARCEL:

PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 8 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, BOTH IN TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE ALONG THE WEST LINE THEREOF NORTH 00 DEGREES 25 MINUTES 06 SECONDS WEST (BASIS OF BEARINGS) 39.52 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN INSTRUMENT NO. 2008015453 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AND THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00 DEGREES 25 MINUTES 06 SECONDS WEST 1293.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 31 DEGREES 46 MINUTES 52 SECONDS WEST 895.60 FEET TO A SOUTHERLY CORNER OF THE LAND DESCRIBED IN INSTRUMENT NO. 2002061656 IN SAID RECORDER'S OFFICE; THENCE ALONG A SOUTHERLY LINE OF SAID INSTRUMENT NO. 2002061656 NORTH 45 DEGREES 04 MINUTES 30 SECONDS EAST 105.88 FEET; THENCE ALONG AN EASTERLY LINE OF SAID INSTRUMENT NO. 2002061656 NORTH 44 DEGREES 00 MINUTES 06 SECONDS WEST 40.00 FEET TO THE CENTERLINE OF CONNECTICUT AVENUE; THENCE ALONG SAID CENTERLINE NORTH 46 DEGREES 07 MINUTES 37 SECONDS EAST 676.10 FEET TO A MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF CONNECTICUT AVENUE WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 5; THENCE CONTINUING ALONG THE CENTERLINE OF CONNECTICUT AVENUE NORTH 46

DEGREES 19 MINUTES 13 SECONDS EAST 257.85 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF CONNECTICUT AVENUE NORTH 46 DEGREES 01 MINUTES 09 SECONDS EAST 557.13 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF CONNECTICUT AVENUE NORTH 45 DEGREES 27 MINUTES 44 SECONDS EAST 937.62 FEET TO A MAG NAIL ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 23 MINUTES 08 SECONDS WEST 1207.57 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION SOUTH 89 DEGREES 18 MINUTES 31 SECONDS WEST 989.25 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 22 SECONDS EAST 1332.26 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 15 MINUTES 00 SECONDS EAST 990.93 FEET TO A REBAR AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION SOUTH 00 DEGREES 27 MINUTES 41 SECONDS EAST 291.86 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 19 SECONDS WEST 89.36 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 37 SECONDS WEST 63.70 FEET; THENCE SOUTH 65 DEGREES 01 MINUTES 44 SECONDS WEST 148.99 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 168.43 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 186.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 23.98 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 135.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 90.89 FEET; THENCE SOUTH 63 DEGREES 49 MINUTES 02 SECONDS EAST 43.79 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 19 SECONDS EAST 234.13 FEET; THENCE SOUTH 45 DEGREES 56 MINUTES 46 SECONDS WEST 80.18 FEET; THENCE SOUTH 04 DEGREES 42 MINUTES 09 SECONDS EAST 121.56 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 32 SECONDS EAST 51.56 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 03 SECONDS EAST 130.15 FEET; THENCE SOUTH 45 DEGREES 44 MINUTES 49 SECONDS EAST 15.63 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 28 SECONDS EAST 103.27 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 32 SECONDS EAST 80.00 FEET TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 11 MINUTES 28 SECONDS WEST 648.43 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN INSTRUMENT NO. 2008015453 IN SAID RECORDER'S OFFICE; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY AND NORTHERLY LINES OF SAID INSTRUMENT NO. 2008015453; (1) NORTH 00 DEGREES 49 MINUTES 05 SECONDS WEST 16.56 FEET; (2) NORTH 00 DEGREES 58 MINUTES 01 SECOND WEST 8.87 FEET; (3) SOUTH 89 DEGREES 01 MINUTES 59 SECONDS WEST 225.00 FEET; (4) NORTH 85 DEGREES 15 MINUTES 22 SECONDS WEST 150.75 FEET; (5) SOUTH 89 DEGREES 23 MINUTES 33 SECONDS WEST 34.54 FEET TO THE POINT OF BEGINNING, CONTAINING 65.242 ACRES, MORE OR LESS.

LESS AND EXCLUDING THE FOLLOWING PARCEL:

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 72.60 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF CONNECTICUT AVENUE, THE NEXT TWO (2) CALLS ARE ALONG SAID CENTERLINE; THENCE (1) NORTH 46 DEGREES 19 MINUTES 13 SECONDS EAST 257.85 FEET; THENCE (2) NORTH 46 DEGREES 01 MINUTE 09 SECONDS EAST 502.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 172.69 FEET; THENCE SOUTH 52 DEGREES 03 MINUTES 06 SECONDS EAST 100.58 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 42.43 FEET; THENCE SOUTH 45 DEGREES 56 MINUTES 57 SECONDS WEST 130.00 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 210.00 FEET; THENCE SOUTH 38 DEGREES 19 MINUTES 16 SECONDS EAST 60.68 FEET; THENCE SOUTH 14 DEGREES 19 MINUTES 46 SECONDS EAST 11.34 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST 377.79 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION NORTH 00 DEGREES 23 MINUTES 08 SECONDS EAST 1207.57 FEET TO ITS INTERSECTION WITH THE AFORESAID CENTERLINE OF CONNECTICUT AVENUE, THE NEXT TWO (2) CALLS ARE ALONG SAID CENTERLINE; THENCE (1) SOUTH 45 DEGREES 27 MINUTES 44 SECONDS WEST 937.62 FEET; THENCE (2) SOUTH 46 DEGREES 01 MINUTE 09 SECONDS WEST 54.85 FEET TO THE POINT OF BEGINNING. CONTAINING 11.846 ACRES, MORE OR LESS.

ALSO INCLUDING THE FOLLOWING PARCEL:

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID QUARTER; THENCE NORTH 00 DEGREES 27 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER-QUARTER 1039.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 19 SECONDS WEST 89.36 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 70 SECONDS WEST 63.70 FEET; THENCE SOUTH 65 DEGREES 01 MINUTES 44 SECONDS WEST 148.99 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 168.43 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 186.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 23.98 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS EAST 135.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 89 SECONDS EAST 90.89 FEET; THENCE SOUTH 63 DEGREES 49 MINUTES 02 SECONDS EAST 43.79 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 19 SECONDS EAST 234.13 FEET; THENCE SOUTH 45 DEGREES 56 MINUTES 46 SECONDS WEST 80.18 FEET; THENCE SOUTH 04 DEGREES 40 MINUTES 10 SECONDS EAST 173.12 FEET; THENCE SOUTH 00 DEGREES 52 MINUTES 03 SECONDS EAST 130.15 FEET; THENCE SOUTH 45 DEGREES 44 MINUTES 49 SECONDS EAST 15.63 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 28 SECONDS EAST 103.27 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 32 SECONDS EAST 80.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 11 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE 263.97 FEET TO THE POINT OF BEGINNING, CONTAINING 9.13 ACRES, MORE OR LESS.

EXHIBIT B**THE HERITAGE AT VERMILLION****BUILDER/SUBDIVISION STANDARDS**

Builder shall adhere to the following standards which were established to create a more harmonious and aesthetically pleasing community and are in addition to the Vermillion PUD and Vermillion Master Declaration of Covenants, Conditions and Restrictions.

1. House Style. All homes built by Builder within The Heritage shall comply with the standards established for "Area E" within the Vermillion PUD ordinance and the standards set forth herein.
2. Minimum House Size. The minimum living area of single story homes in The Heritage is 1,800 square feet; the minimum living area for two-story homes in The Heritage is 2,000 square feet.
3. House Landscaping. Builder shall include a standard landscaping package with each house sold that is meant to provide for trees, shrubs and flowers around the house. The landscaping shall comply with Vermillion PUD Ordinance and contain in the front yard a minimum of twelve (12) shrubs in a landscape bed(s) along the foundation of the home and a minimum of one (1) tree in addition to any required street trees, a minimum of 2½" caliper if deciduous or 6" in height if evergreen. For homes on corner lots, the side yard adjacent to a street shall have a minimum of eight (8) shrubs in a landscape bed along the foundation of the home.
4. Lawn. The front and side yards of each home shall be sodded and the rear yard of each lot shall be seeded or sodded prior to closing with a homebuyer unless the weather is prohibitive in which case Builder shall seed or sod the yard as soon as the weather permits.
5. Front Walk Lights. Two (2) exterior wall lights on the front of the home or a front yard light that automatically illuminates at darkness shall be provided by Builder to each homebuyer.
6. Roof Vents. Roof vents are to match the color of the roof. No unpainted metal or plastic roof vents permitted. All roof vents shall be located on sides of the roof not facing a public street.

7. Like Models. Like model elevations shall comply with the Vermillion Anti Monotony Code attached as **Exhibit E** to the Vermillion PUD.
8. Mailboxes. A mailbox shall be provided by Builder to each homebuyer with the design to be approved by Developer.
9. Exterior Trim. All windows, garage doors and entry doors within non masonry wall areas shall have exterior trim molding of a minimum of 3 " in width.
10. Windows. Side elevations of each home shall have a minimum of two (2) windows, which shall be a minimum of four (4) square feet.
11. Garage Doors. Decorative garage doors with appropriate architectural detailing shall be required. Front facing garages shall require raised panels with windows or raised panels, painted in each case to match the house trim, and with decorative hardware (e.g. faux hinges and/or handles). Windows in the garage doors are encouraged. All garage doors shall be painted to match the color of the house or trim.
12. Roof Rakes And Eaves. Roofs shall overhang the exterior wall by a minimum of 4" adjacent to masonry siding and a minimum of 8" adjacent to hard board or wood siding.

19.00
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04/12/2017 03:11:19P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented



Cross-reference Instrument No. 2015044854
2014025530

SECOND AMENDMENT
TO AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VERMILLION

TO PROVIDE FOR THE ADDITION
OF
THE WOODS AT VERMILLION, SECTION 2A

The undersigned, **NORTH CONNECTICUT DEVELOPMENT CORPORATION**, an Indiana corporation (the "Developer"), makes this **SECOND AMENDMENT** (the "Amendment") to be effective as of this 10th day of APRIL, 2017.

RECITALS

A. Developer imposed certain easements, covenants, conditions and restrictions upon the Subdivision pursuant to the terms and conditions of that certain Master Declaration of Covenants, Conditions and Restrictions for Vermillion dated April 29, 2014 and recorded June, 30, 2014 as Instrument No. 2014025530 in the Office of the Recorder of Hamilton County, Indiana, as amended by that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Vermillion dated August 20, 2015 and recorded August 25, 2015 as Instrument No. 2015044854 in the Office of the Recorder of Hamilton County, Indiana (the "Declaration").

B. Pursuant to Article 3.01 of the Declaration, Developer retained the right to add additional real estate to the Subdivision from Expansion Property as described in the Declaration.

C. Developer is developing **The Woods at Vermillion, Section 2A** in the City of Fishers, Hamilton County, Indiana consisting of **fourteen (14) Lots numbered 253 through 266 and Common Areas B and C** as more specifically described on "**Exhibit A**" attached hereto and made a part hereof (collectively, the "Expansion Property"), with said Expansion Property being contiguous to the Subdivision.

D. All capitalized terms used herein shall have the meanings ascribed to them in the Declaration.

AMENDMENT

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. The Expansion Property described in this Amendment shall be imposed upon and subject to all covenants, conditions, restrictions and benefits contained in the Declaration as if the Expansion Property had been included in the Declaration and described in Exhibit A of said Declaration. All owners of Lots within the Expansion Property shall become members of the Master Association created pursuant to Article 3.01 of the Declaration.
2. This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Declaration, the terms and provisions of which are incorporated herein by reference, except as expressly provided herein.
3. This Amendment is authorized by and made pursuant to Article 5.05 of the Declaration.

IN WITNESS WHEREOF, the undersigned do hereby make this Amendment and have caused this Amendment to be executed as of the day and year first above written.

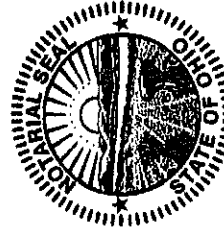
DEVELOPER: NORTH CONNECTICUT DEVELOPMENT CORPORATION
 an Indiana corporation


By: 
 Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
 COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State, personally appeared Lawrence M. Moon, the Chief Operating Officer of North Connecticut Development Corporation, an Indiana corporation, who acknowledged the execution of the foregoing Amendment for and on behalf of said corporation.

Witness my hand and Notarial Seal this 10th day of April, 2017.




 Meg Ransford Notary Public
 Residing in Lucas County
 My Commission expires: 09/12/2017

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. Lawrence M. Moon

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615

Exhibit A
(page 1 of 2)
Land Description
The Woods at Vermillion, Section 2A

PART OF THE SOUTHEAST QUARTER OF SECTION 5 AND PART OF THE NORTHEAST QUARTER OF SECTION 8, IN TOWNSHIP 17 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, AND LOT NO. 248 IN THE WOODS AT VERMILLION, SECTION ONE, AS PER PLAT THEREOF RECORDED IN PLAT CABINET 5, SLIDE 378, PAGES 1 THROUGH 6, INSTRUMENT NO. 2015044855 IN SAID RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE ALONG THE SOUTH LINE OF SAID SECTION 5 NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST (ASSUMED BEARING) 72.60 FEET TO THE CENTERLINE OF CONNECTICUT AVENUE, THE FOLLOWING TWO COURSES ARE ALONG SAID CENTERLINE; THENCE NORTH 46 DEGREES 19 MINUTES 13 SECONDS EAST 257.85 FEET; THENCE NORTH 46 DEGREES 01 MINUTES 09 SECONDS EAST 472.35 FEET TO THE NORTHWEST CORNER OF THE HERITAGE AT VERMILLION, SECTION ONE AS PER PLAT THEREOF, RECORDED IN PLAT CABINET 5, SLIDE 381, PAGES 1 THROUGH 6, INSTRUMENT NO. 2015045444, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE FOLLOWING 18 COURSES ARE ALONG THE WESTERLY LINE OF SAID HERITAGE; THENCE SOUTH 43 DEGREES 58 MINUTES 51 SECONDS EAST 55.00 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 57 SECONDS EAST 42.45 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 87.69 FEET; THENCE SOUTH 52 DEGREES 03 MINUTES 06 SECONDS EAST 100.58 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 42.43 FEET; THENCE SOUTH 45 DEGREES 56 MINUTES 57 SECONDS WEST 130.00 FEET; THENCE SOUTH 44 DEGREES 03 MINUTES 03 SECONDS EAST 210.00 FEET; THENCE SOUTH 38 DEGREES 19 MINUTES 16 SECONDS EAST 60.68 FEET; THENCE SOUTH 14 DEGREES 19 MINUTES 46 SECONDS EAST 90.60 FEET; THENCE SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST 418.69 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST 6.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 175.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00 DEGREE 30 MINUTES 26 SECONDS EAST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG SAID CURVE 71.11 FEET TO A POINT THAT BEARS NORTH 23 DEGREES 47 MINUTES 16 SECONDS WEST FROM THE RADIUS POINT, SAID POINT BEING AT THE POINT OF REVERSE CURVATURE OF CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 23 DEGREES 47 MINUTES 16 SECONDS WEST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 25.25 FEET TO A POINT THAT BEARS SOUTH 48 DEGREES 32 MINUTES 44 SECONDS WEST FROM THE RADIUS POINT; THENCE SOUTH 56 DEGREES 47 MINUTES 26 SECONDS WEST 50.62 FEET TO THE END OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47 DEGREES 01 MINUTE 49 SECONDS WEST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE 28.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 175.00 FEET, THE RADIUS POINT OF SAID CURVE NEARS SOUTH 50 DEGREES 34 MINUTES 30 SECONDS EAST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG SAID CURVE 79.50 FEET TO A POINT THAT BEARS NORTH 76 DEGREES 36 MINUTES 15 SECONDS WEST FROM THE RADIUS

Exhibit A
(page 2 of 2)
Land Description
The Woods at Vermillion, Section 2A

POINT; THENCE NORTH 76 DEGREES 36 MINUTES 15 SECONDS WEST 112.64 FEET; THENCE NORTH 68 DEGREES 14 MINUTES 50 SECONDS WEST 63.12 FEET TO THE SOUTHEAST CORNER OF SAID LOT NO. 248, THE FOLLOWING EIGHTEEN COURSES ARE ALONG THE BOUNDARY LINE OF SAID WOODS AT VERMILLION SECTION ONE; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 105.58 FEET; THENCE NORTH 00 DEGREE 29 MINUTES 47 SECONDS WEST 115.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE 31.42 FEET TO THE POINT OF TANGENCY WHICH BEARS NORTH 00 DEGREE 29 MINUTES 47 SECONDS EAST FROM THE RADIUS POINT; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 85.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 275.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST FROM SAID POINT; THENCE EASTERLY ALONG SAID CURVE 11.34 FEET TO A POINT THAT BEARS NORTH 01 DEGREE 52 MINUTES 01 SECOND EAST FROM THE RADIUS POINT; THENCE NORTH 01 DEGREE 52 MINUTES 01 SECOND EAST 185.00 FEET; THENCE NORTH 10 DEGREES 53 MINUTES 38 SECONDS WEST 83.78 FEET; THENCE NORTH 21 DEGREES 05 MINUTES 04 SECONDS WEST 93.09 FEET; THENCE NORTH 29 DEGREES 12 MINUTES 43 SECONDS WEST 151.48 FEET; THENCE SOUTH 51 DEGREES 54 MINUTES 08 SECONDS WEST 142.86 FEET TO POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 526.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 51 DEGREES 54 MINUTES 08 SECONDS WEST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 42.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 47 DEGREES 16 MINUTES 56 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 22.48 FEET TO THE POINT OF TANGENCY, WHICH BEARS SOUTH 61 DEGREES 35 MINUTES 29 SECONDS FROM THE RADIUS POINT; THENCE NORTH 28 DEGREES 24 MINUTES 31 SECONDS WEST 25.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 110.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 61 DEGREES 35 MINUTES 29 SECONDS WEST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 30.03 FEET TO THE POINT OF TANGENCY WHICH BEARS NORTH 45 DEGREES 56 MINUTES 57 SECONDS EAST FROM THE RADIUS POINT; THENCE NORTH 44 DEGREES 03 MINUTES 03 SECONDS WEST 46.75 FEET; THENCE NORTH 01 DEGREE 06 MINUTES 30 SECONDS EAST 49.36 FEET; THENCE NORTH 46 DEGREES 01 MINUTE 09 SECONDS EAST 466.39 FEET TO THE PLACE OF BEGINNING, CONTAINING 8.88 ACRES, MORE OR LESS.

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2017015891 DECL \$17.00
04/12/2017 03:11:19P 3 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented



Cross-reference Instrument No. 2015044854
2014025530

**THIRD AMENDMENT
TO AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VERMILLION**

**TO PROVIDE FOR THE ADDITION
OF
THE ENCLAVE AT VERMILLION, SECTION 1**

The undersigned, **NORTH CONNECTICUT DEVELOPMENT CORPORATION**, an Indiana corporation ("Developer"), makes this **THIRD AMENDMENT** ("Amendment") to be effective as of this 11th day of APRIL, 2017.

RECITALS

- A. Developer imposed certain easements, covenants, conditions and restrictions upon the Subdivision pursuant to the terms and conditions of that certain Master Declaration of Covenants, Conditions and Restrictions for Vermillion dated April 29, 2014 and recorded June, 30, 2014 as Instrument No. 2014025530 in the Office of the Recorder of Hamilton County, Indiana, as amended by that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Vermillion dated August 20, 2015 and recorded August 25, 2015 as Instrument No. 2015044854 in the Office of the Recorder of Hamilton County, Indiana, (the "Declaration").
- B. Pursuant to Article 3.01 of the Declaration, Developer retained the right to add additional real estate to the Subdivision from Expansion Property as described in the Declaration.
- C. Developer is developing **The Enclave at Vermillion, Section 1** in the City of Fishers, Hamilton County, Indiana consisting of **twenty-nine (29) Lots numbered 391 through 407, 409 through 414, 424, 425, 503 through 506, and Common Area A** as more specifically described on "**Exhibit A**" attached hereto and made a part hereof (collectively, "Expansion Property"), with said Expansion Property being contiguous to the Subdivision.
- D. All capitalized terms used herein shall have the meanings ascribed to them in the Declaration.

AMENDMENT

NOW, THEREFORE, Developer hereby amends the Declaration as follows:


1. The Expansion Property described in this Amendment shall be imposed upon and subject to all covenants, conditions, restrictions and benefits contained in the Declaration as if the Expansion Property had been included in the Declaration and described in Exhibit A of said Declaration. All owners of Lots within the Expansion Property shall become members of the Master Association created pursuant to Article 3.01 of the Declaration.

2. This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Declaration, the terms and provisions of which are incorporated herein by reference, except as expressly provided herein.

3. This Amendment is authorized by and made pursuant to Article 5.05 of the Declaration.

IN WITNESS WHEREOF, the undersigned do hereby make this Amendment and have caused this Amendment to be executed as of the day and year first above written.

DEVELOPER: NORTH CONNECTICUT DEVELOPMENT CORPORATION, an Indiana corporation


By: 
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State, personally appeared Lawrence M. Moon, the Chief Operating Officer of North Connecticut Development Corporation, an Indiana corporation, who acknowledged the execution of the foregoing Amendment for and on behalf of said corporation.

Witness my hand and Notarial Seal this 11th day of April, 2017.




Meg Ransford, Notary Public
Residing in Lucas County
My Commission expires: 09/12/2017

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. Lawrence M. Moon

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615

Exhibit A
Land Description - The Enclave at Vermillion, Section 1

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION SOUTH 00 DEGREES 27 MINUTES 41 SECONDS EAST (ASSUMED BEARING) 718.86 FEET; THENCE PERPENDICULAR TO SAID EAST LINE SOUTH 89 DEGREES 32 MINUTES 19 SECONDS WEST 18.48 FEET TO THE SOUTHERLY CORNER OF LOT NO. 368 IN THE HERITAGE AT VERMILLION, SECTION ONE AS PER PLAT THEREOF RECORDED IN PLAT CABINET 5, SLIDE 381 INSTRUMENT NO. 2015045444 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST 156.79 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 24.92 FEET; THENCE SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST 312.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 32.47 FEET; THENCE SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST 143.93 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST 18.18 FEET; THENCE NORTH 82 DEGREES 59 MINUTES 34 SECONDS WEST 107.31 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST 350.00 FEET; THENCE SOUTH 85 DEGREES 25 MINUTES 05 SECONDS WEST 70.18 FEET; THENCE NORTH 00 DEGREE 29 MINUTES 47 SECONDS WEST 185.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 17 SECONDS WEST 48.95 FEET; THENCE NORTH 00 DEGREE 29 MINUTES 47 SECONDS WEST 545.31 FEET TO THE SOUTH LINE OF THE WOODS AT VERMILLION, SECTION 2A AS PER PLAT THEREOF RECORDED _____ IN SAID RECORDER'S OFFICE, THE FOLLOWING THREE CALLS ARE ALONG SAID SOUTHERLY LINE; THENCE SOUTH 68 DEGREES 14 MINUTES 50 SECONDS EAST 27.84 FEET; THENCE SOUTH 76 DEGREES 36 MINUTES 15 SECONDS EAST 112.64 FEET TO THE WESTERLY LINE OF ENDICOTT WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 175.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76 DEGREES 36 MINUTES 15 SECONDS EAST; THENCE NORTHERLY ALONG SAID CURVE 79.50 FEET TO THE SOUTH LINE OF AFORESAID HERITAGE AT VERMILLION, SECTION ONE, WHICH BEARS NORTH 50 DEGREES 34 MINUTES 30 SECONDS WEST FROM THE RADIUS POINT, THE FOLLOWING EIGHT CALLS ARE ALONG THE SOUTHERLY LINE OF SAID SECTION ONE; THENCE SOUTH 50 DEGREES 34 MINUTES 30 SECONDS EAST 50.00 FEET TO THE EASTERLY LINE OF SAID ENDICOTT WAY, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 125.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 50 DEGREES 34 MINUTE 30 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 11.08 FEET TO A POINT THAT BEARS NORTH 45 DEGREES 29 MINUTES 47 SECONDS WEST FROM THE RADIUS POINT; THENCE SOUTH 45 DEGREES 29 MINUTES 47 SECONDS EAST 160.26 FEET; THENCE NORTH 84 DEGREES 58 MINUTES 50 SECONDS EAST 165.06 FEET TO THE EASTERLY LINE OF KENSINGTON LANE, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 474.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 84 DEGREES 58 MINUTES 48 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 29.55 FEET TO A POINT THAT BEARS SOUTH 88 DEGREES 33 MINUTES 05 SECONDS WEST FROM THE RADIUS POINT; THENCE NORTH 88 DEGREES 33 MINUTES 05 SECONDS EAST 134.72 FEET; THENCE SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST 69.83 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 20 SECONDS EAST 23.36 FEET TO THE PLACE OF BEGINNING, CONTAINING 9.52 ACRES, MORE OR LESS.

2017043085 AMND DECL \$25.00
08/31/2017 02:47:28P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented



Cross-reference Instrument No. 2015044854
2014025530

**FOURTH AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VERMILLION**

**TO PROVIDE FOR THE ADDITION OF
THE WOODS AT VERMILLION, SECTION 2B**

The undersigned, **NORTH CONNECTICUT DEVELOPMENT CORPORATION**, an Indiana corporation (the "Developer"), makes this **FOURTH AMENDMENT** (the "Amendment") to be effective as of this 31st day of AUGUST, 2017

- A. Developer imposed certain easements, covenants, conditions and restrictions upon the Subdivision pursuant to the terms and conditions of that certain Master Declaration of Covenants, Conditions and Restrictions for Vermillion, dated April 29, 2014 and recorded June 30, 2014 as Instrument No. 2014025530 in the Office of the Recorder of Hamilton County, Indiana, as amended by that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Vermillion, dated August 20, 2015 and recorded August 25, 2015 Instrument No. 2015044854 in the Office of the Recorder of Hamilton County, Indiana, (the "Declaration").
- B. Pursuant to Article 3.01 of the Declaration, Developer retained the right to add additional real estate to the Subdivision from the Expansion Property as described in the Declaration.
- C. Developer is developing **The Woods at Vermillion, Section 2B** in the City of Fishers, Hamilton County, Indiana consisting of **sixteen lots numbered 267 through 282 and Common Area D** as more specifically described on "**Exhibit A**" attached hereto and made part of hereof (collectively, the "Expansion Property"), with said Expansion Property being contiguous to the Subdivision.
- D. All capitalized terms used herein shall have the meanings ascribed to them in the Declaration.

AMENDMENT

NOW, THEREFORE, Developer hereby declares and covenants as follows:

- I. The Expansion Property described in this Amendment shall be imposed upon and subject to all covenants, conditions, restrictions and benefits contained in the Declaration as if the Expansion Property had been included in the Declaration and described in Exhibit "A" of said Declaration. All owners of Lots

within the Expansion Property shall become members of the Master Association created pursuant to Article 3.01 of the Declaration.

2. This Amendment shall not change, modify, amend or revise terms, conditions and provisions of the Declarations, the terms and provisions of which are incorporated herein by reference, except as expressly provided herein.

3. This Amendment is authorized by and made pursuant to Article 5.05 of the Declaration.

IN WITNESS WHEREOF, the undersigned do hereby make this Amendment and have caused this Amendment to be executed as of the day and year first above written.

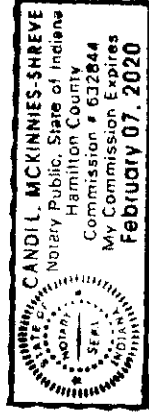
DEVELOPER: NORTH CONNECTICUT DEVELOPMENT CORPORATION, an Indiana corporation


By: 
Lawrence M. Moon, Chief Operating Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the County and State, personally appeared Lawrence M. Moon, the Chief Operating Officer of North Connecticut Development Corporation, an Indiana corporation, who acknowledged the execution of the foregoing Amendment for and on behalf of said corporation.

Witness my hand and Notarial Seal this 31st day of August, 2017.




Candl L. McKinnies-Shreve
Notary Public

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.
This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Ste 3, Toledo, Ohio 43615.

EXHIBIT A

(page 1 of 2)

LAND DESCRIPTION
THE WOODS AT VERMILLION, SECTION 2B

A part of the Southwest Quarter of Section 10, Township 13, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

PART OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 8, IN TOWNSHIP 17 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID QUARTER SECTION NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST (ASSUMED BEARING) 72.60 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF CONNECTICUT AVENUE, SAID POINT BEING ON THE NORTHWESTERLY LINE OF THE WOODS AT VERMILLION, SECTION ONE, AS PER PLAT THEREOF, RECORDED IN PLAT CABINET 5, SLIDE 378, PAGES 1 THROUGH 6, INSTRUMENT NO. 2015044855, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE NEXT FOUR COURSES ARE ALONG THE NORTHWESTERLY AND SOUTHWESTERLY LINES OF SAID SUBDIVISION; THENCE SOUTH 46 DEGREES 07 MINUTES 37 SECONDS WEST 676.10 FEET; THENCE SOUTH 44 DEGREES 00 MINUTES 06 SECONDS EAST 40.00 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 30 SECONDS WEST 105.88 FEET; THENCE SOUTH 31 DEGREES 46 MINUTES 52 SECONDS EAST 710.94 FEET TO THE MOST SOUTHERLY CORNER OF COMMON AREA "A" IN AFORESAID SUBDIVISION, AND THE POINT OF BEGINNING, THE NEXT FIVE COURSES ARE ALONG THE SOUTHERLY BOUNDARY OF THE AFORESAID SUBDIVISION; THENCE NORTH 14 DEGREES 24 MINUTES 12 SECONDS EAST 110.29 FEET; THENCE NORTH 30 DEGREES 23 MINUTES 38

EXHIBIT A
(page 2 of 2)

LAND DESCRIPTION
THE WOODS AT VERMILLION, SECTION 2B

SECONDS EAST 127.84 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 515.91 FEET TO THE EAST LINE OF VERMILLION DRIVE; THENCE ALONG SAID EAST LINE NORTH 00 DEGREE 29 MINUTES 47 SECONDS WEST 24.01 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 138.23 FEET TO THE SOUTHEAST CORNER OF LOT NO. 252 IN AFORESAID SUBDIVISION; THENCE SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST 198.66 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS EAST 48.95 FEET; THENCE SOUTH 00 DEGREE 29 MINUTES 47 SECONDS EAST 185.00 FEET; THENCE SOUTH 89 DEGREE 30 MINUTES 13 SECONDS WEST 180.00 FEET; THENCE SOUTH 72 DEGREES 57 MINUTES 12 SECONDS WEST 64.43 FEET; THENCE SOUTH 50 DEGREES 46 MINUTES 43 SECONDS WEST 126.50 FEET; THENCE SOUTH 39 DEGREES 13 MINUTES 34 SECONDS EAST 24.09 FEET; THENCE SOUTH 50 DEGREES 46 MINUTES 43 SECONDS WEST 185.00 FEET; THENCE SOUTH 32 DEGREES 09 MINUTES 06 SECONDS EAST 69.31 FEET; THENCE SOUTH 06 DEGREES 28 MINUTES 00 SECONDS EAST 70.46 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 11 SECONDS EAST 96.21 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 18 SECONDS WEST 100.98 FEET; THENCE SOUTH 73 DEGREES 27 MINUTES 26 SECONDS WEST 91.93 FEET; THENCE SOUTH 74 DEGREES 30 MINUTES 36 SECONDS WEST 127.58 FEET; THENCE NORTH 00 DEGREE 25 MINUTES 06 SECONDS WEST 578.60 FEET; THENCE NORTH 31 DEGREES 46 MINUTES 52 SECONDS WEST 184.66 FEET TO THE PLACE OF BEGINNING, CONTAINING 10.01 ACRES, MORE OR LESS.

2018044954 AMENDMENT \$25.00
09/26/2018 02:24:36P 3 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented



Cross-reference Instrument No. 2015044854
2014025530

SIXTH AMENDMENT
TO AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VERMILLION

TO PROVIDE FOR THE ADDITION
OF
THE WOODS AT VERMILLION, SECTION 3

The undersigned, **NORTH CONNECTICUT DEVELOPMENT CORPORATION**, an Indiana corporation ("Developer"), makes this **THIRD AMENDMENT** ("Amendment") to be effective as of this 20th day of JULY, 2018.

RECITALS

- A. Developer imposed certain easements, covenants, conditions and restrictions upon the Subdivision pursuant to the terms and conditions of that certain Master Declaration of Covenants, Conditions and Restrictions for Vermillion dated April 29, 2014 and recorded June, 30, 2014 as Instrument No. 2014025530 in the Office of the Recorder of Hamilton County, Indiana, as amended by that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Vermillion dated August 20, 2015 and recorded August 25, 2015 as Instrument No. 2015044854 in the Office of the Recorder of Hamilton County, Indiana, (the "Declaration").
- B. Pursuant to Article 3.01 of the Declaration, Developer retained the right to add additional real estate to the Subdivision from Expansion Property as described in the Declaration.
- C. **Developer is developing The Woods at Vermillion, Section 3** in the City of Fishers, Hamilton County, Indiana consisting of **eighteen (18) Lots, numbered 283 through 285 and 315 through 329, inclusively, and Common Area A**, as more specifically described on "Exhibit A" attached hereto and made a part hereof (collectively, "Expansion Property"), with said Expansion Property being contiguous to the Subdivision.
- D. All capitalized terms used herein shall have the meanings ascribed to them in the Declaration.

AMENDMENT

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. The Expansion Property described in this Amendment shall be imposed upon and subject to all covenants, conditions, restrictions and benefits contained in the Declaration as if the Expansion Property had been included in the Declaration and described in Exhibit A of said Declaration. All owners of Lots within the Expansion Property shall become members of the Master Association created pursuant to Article 3.01 of the Declaration.
2. This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Declaration, the terms and provisions of which are incorporated herein by reference, except as expressly provided herein.
3. This Amendment is authorized by and made pursuant to Article 5.05 of the Declaration.

IN WITNESS WHEREOF, the undersigned do hereby make this Amendment and have caused this Amendment to be executed as of the day and year first above written.

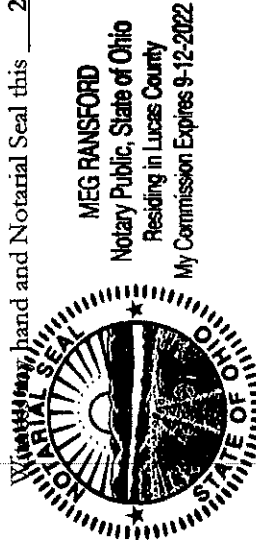
DEVELOPER: NORTH CONNECTICUT DEVELOPMENT CORPORATION, an Indiana corporation


By: 
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, a Notary Public in and for said County and State, personally appeared Lawrence M. Moon, the Chief Operating Officer of North Connecticut Development Corporation, an Indiana corporation, who acknowledged the execution of the foregoing Amendment for and on behalf of said corporation.

Witness my hand and Notarial Seal this 20th day of July, 2018.




Meg Ransford, Notary Public
Residing in Lucas County
My Commission expires: 09/12/2022

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. Lawrence M. Moon

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615

Exhibit A
Land Description - The Woods at Vermillion, Section 3

Part of the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of the Northeast Quarter all in Section 8, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, described as follows:

BEGINNING at the Northeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 8; thence along the east line of said Quarter Section (basis of bearing) South 00 degrees 27 minutes 41 seconds East 319.72 feet; thence South 89 degrees 32 minutes 19 seconds West 90.46 feet; thence North 70 degrees 33 minutes 14 seconds West 105.65 feet; thence South 55 degrees 59 minutes 05 seconds West 98.40 feet; thence North 88 degrees 36 minutes 01 seconds West 154.92 feet; thence North 80 degrees 10 minutes 58 seconds West 57.09 feet; thence South 89 degrees 30 minutes 13 seconds West 177.25 feet; thence South 74 degrees 33 minutes 24 seconds West 78.68 feet; thence South 19 degrees 17 minutes 34 seconds East 31.67 feet; thence South 89 degrees 30 minutes 13 seconds West 135.00 feet; thence South 00 degrees 29 minutes 47 seconds East 57.47 feet to the point of curvature of a curve concave easterly having a radius of 125.00 feet, the radius point of said curve bears North 89 degrees 30 minutes 13 seconds East from said point; thence Southerly along said Curve 7.40 feet to a point that bears South 86 degrees 06 minutes 46 seconds West from the radius point; thence South 86 degrees 06 minutes 46 seconds West 185.00 feet; thence North 00 degrees 49 minutes 11 seconds West 96.21 feet; thence North 06 degrees 28 minutes 00 seconds West 70.46 feet; thence North 32 degrees 09 minutes 06 seconds West 69.31 feet; thence North 50 degrees 46 minutes 43 seconds East 185.00 feet; thence North 39 degrees 13 minutes 17 seconds West 24.09 feet; thence North 50 degrees 46 minutes 43 seconds East 126.50 feet; thence North 72 degrees 57 minutes 12 seconds East 64.43 feet; thence North 89 degrees 30 minutes 13 seconds East 180.00 feet to the southwest corner of Lot Number 398 in "The Enclave at Vermillion, Section 1" per plat thereof recorded in Plat Cabinet 5, Slide 666, as Instrument Number 2017015892 in the office of the Recorder of Hamilton County, Indiana, the remaining courses are along the south line of The Enclave and an extension thereof; thence North 85 degrees 25 minutes 05 seconds East 70.18 feet; thence North 89 degrees 30 minutes 13 seconds East 350.00 feet; thence South 82 degrees 59 minutes 39 seconds East 107.31 feet; thence North 89 degrees 15 minutes 00 seconds East 93.68 feet to the place of beginning, containing 8.22 acres, more or less.