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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
HERITAGE ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE ESTATES (this "Declaration") is made this 18<sup>th</sup> day of March, 2024, by NV HERITAGE DEVELOPMENT, LLC, an Indiana limited liability company ("Developer").

**RECITALS**

A. Developer is the owner in fee simple of certain real estate located in the City of North Vernon, Jennings County, Indiana, more particularly described on **Exhibit A** attached hereto and incorporated herein (together with any additional real estate from time to time comprising the Subdivision in accordance with this Declaration, collectively, the "Property").

B. Developer intends to develop the Property as a residential subdivision known as "Heritage Estates" (the "Subdivision").

C. The Subdivision will consist of approximately one hundred eleven (111) Lots (as hereafter defined) for the development of single-family homes.

**NOW, THEREFORE**, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

**ARTICLE I: DEFINITIONS**

1.1 "Architectural Control Committee" shall mean the architectural control committee for the Subdivision established under Article VI hereof.

1.2 "Association" shall mean the Heritage Estates Homeowner's Association, Inc.

1.3 "Association Board" shall mean the Board of Directors of the Association.

1.4 “Common Areas” means all real property that is owned or leased by the Association, or property in which the Association has an interest such as an easement for the benefit of the Association and/or its members including, but not limited to, all entranceways, roadways, sidewalks, crosswalks, medians, street lights, parks, storm drains, berms and detention basins that are not dedicated to the public.

1.5 “Default” means any violation or breach of, or any failure to comply with, this Declaration and/or any applicable rules or regulations set by the Association.

1.6 “Developer” means the Developer defined in the introductory paragraph to this Declaration and any person, firm, corporation, or association to whom Developer may assign its rights and obligations hereunder.

1.7 “Development Period” means the period commencing on the date when this Declaration is recorded and terminating on the earlier to occur of: (a) when Developer, in its sole discretion, so determines, or (b) when Developer no longer owns any Lots within the Subdivision.

1.8 “General Assessment” means the charge established by Section 3.2 of this Declaration.

1.9 “Individual Assessment” means the charge established by Section 3.3 of this Declaration.

1.10 “Lot” or “Lots” means each of the parcels of land shown as such upon the Plat or Plats of the Property, other than Common Areas.

1.11 “Owner” means as of any time, each fee owner (or owners) of a Lot at such time, including Developer.

1.12 “Plat” or “Plats” means individually, or collectively, any plat of the Property or portion of the Property recorded in the Recording Office.

1.13 “Property” shall have the meaning set forth in the Recitals hereto and shall include such additional real property as may be subjected to this Declaration, together with all easements and appurtenances thereto.

1.14 “Recording Office” means the Office of the Recorder of Jennings County, Indiana, or such other official repository designated from time to time for real estate records for the purpose of providing constructive notice to third parties of matters affecting real property in Jennings County, Indiana.

1.15 “Special Assessment” means the charge established by Section 3.4 of this Declaration.

## ARTICLE II: ASSOCIATION

2.1 **Formation of Association.** Developer has caused or will cause the Association to be formed in accordance with applicable law. The purpose of the Association is to provide for the

administration, governance, maintenance, management and upkeep of the Subdivision and to promote the general health and welfare of the owners and occupants of the Subdivision.

2.2 **Members.** Every Owner of a Lot in the Subdivision shall be a member of the Association. Each member of the Association shall abide by the Association's Articles of Incorporation and Bylaws, shall pay assessments as provided for herein and shall comply with decisions of the Association Board. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot in the Subdivision.

2.3 **Association Board Composition; Turnover to Association.**

(a) **Development Period.** After formation of the Association, the Association Board shall consist of three (3) directors appointed by Developer, who shall serve until the earlier to occur of (a) expiration of the Development Period or (b) a successor director is appointed by Developer. A director appointed by Developer need not be a member of the Association. Notwithstanding anything to the contrary in this Section 2.3(a), Developer may, by written notice to the Association Board no less than fifteen (15) days prior to a duly called meeting of the Association, relinquish to the members of the Association the right to appoint one or more directors to the Association Board.

(b) **Post-Development Period.** At the first meeting of the Association following the expiration of the Development Period, the members of the Association shall elect a new Board, consisting of at least three (3), but not more than five (5), directors who shall take office immediately upon election. After the expiration of the Development Period, each director elected by the members of the Association must be an Owner of a Lot or the spouse of an Owner of a Lot, except if an Owner of a Lot is an entity, in which case the Owner of such Lot may appoint as its designee an officer, partner, joint venture, or like individual affiliated with such entity.

2.4 **Association Governing Documents; Meetings.** The Articles of Incorporation and Bylaws of the Association shall provide for, among other things, membership meetings, election of the Association Board, Association Board meetings, notice requirements and required quorums for meetings.

2.5 **Maintenance of Common Areas.** The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency or another private maintenance association having jurisdiction thereof, the Common Areas located on the Property.

2.6 **Rules and Regulations.** In addition to the restrictions set forth in this Declaration, the Association may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the restrictions applicable to the Subdivision, the use of the Property, and/or the conduct of the members of the Association. Such rules and regulations shall be consistent with and designed to further the purposes outlined in this Declaration.

2.7 **Other Rights and Obligations.** The Association shall have the rights and obligations more fully set forth in its Articles of Incorporation and Bylaws including, but not

limited to, the right or obligation to provide and pay for utility service to any Common Areas including, but not limited to streetlights, to pay or contest real and personal property taxes and assessments, and to obtain insurance for any improvements that are a part of the Common Areas against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Association may obtain additional insurance policies, including, without limitation, a public liability policy and/or directors' and officers' liability insurance, in commercially reasonable amounts with respect to the Subdivision. The Association may exercise any other right or privilege reasonably to be implied from the existence of the rights and privileges given to it in this Declaration, its Articles of Incorporation and Bylaws or reasonably necessary to effectuate any of the express rights and privileges.

2.8 **Right and Easement of Entry.** The Association, and during the Development Period, Developer, through their respective authorized directors, officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times for the purpose of (a) inspecting each Lot and the exterior of any improvements thereon to determine whether each complies with this Declaration, (b) ascertaining whether a Lot or the construction, erection, placement, remodeling, or alteration of any improvements on a Lot is in compliance with the provisions of this Declaration, or (c) doing anything thereon necessary to perform the action or actions specified in a notice to an Owner of a Lot to abate, remedy, extinguish, remove or repair a Default.

2.9 **Default; Liens.** In the event of any Default with respect to any Lot under this Declaration, the Association Board shall give written notice to the Owner of such Lot, with a copy of such notice to any tenant in possession of such Lot, if any, and to any first mortgagee of the Lot, if such mortgagee has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, the specific action or actions required to remedy the Default, and such reasonable time within which the Default may be corrected. The Owner of such Lot shall cure, or cause to be cured, such Default within the time stated in the notice. If the owner, or tenant of such Lot if applicable, fails to cure such Default within such reasonable period as stated in the notice, the Association Board may, but shall not be required to, exercise any or all of its rights hereunder including without limitation taking such action as necessary to cure such Default on behalf of the Owner of the Lot. The Association Board may, without notice, exercise any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action. Costs incurred by the Association in exercising any of its rights with respect to any Default shall be an Individual Assessment and a binding personal obligation of the Owner of the subject Lot, which Individual Assessment shall be payable on written demand. If the Owner of the subject Lot fails to pay such Individual Assessment within thirty (30) days after written demand, the Association may record a lien on the subject Lot in accordance with Section 3.6 below.

2.10 **Remedies.** Nothing contained in this Section shall be deemed to affect or limit the rights of Developer, the Association, the Association Board, any Lot Owner, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the

provisions of this Declaration, as well as any other relief available at law or in equity. The Association may, with respect to an Owner in Default under this Declaration, after written notice to such Owner detailing the nature of the violation and providing a time period established by the Association to cure or conform, disqualify such Owner's voting rights and right to hold office while the violation continues.

2.11 **No Waiver.** The failure of Developer, the Association, the Association Board, any Lot Owner, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any provision of this Declaration or applicable rules and regulations, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right, or privilege, including the right to cure a Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

### ARTICLE III: ASSESSMENTS

3.1 **Purpose of Assessments.** The assessments are established for the benefit and use of the Association, and shall be used in covering the costs of the Association to promote the recreation, health, safety, and welfare of the residents of the Subdivision and for the improvements and maintenance of the Common Areas, any taxes or assessments imposed upon the common grounds and as otherwise set forth herein. The assessments shall also include any and all costs for Common Area lighting (i.e. streetlights, landscape lights), including, but not limited to, utilities, lease and/or purchase of lighting fixtures and equipment.

3.2 **General Assessment.** A General Assessment is hereby established for the benefit of the Association, its successors and assigns, and all Lot Owners, as a charge on each Lot. The General Assessment shall be used in covering common expenses incurred by the Association in operating, insuring, maintaining, and repairing the Common Areas; real estate taxes and assessments on the Common Areas; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; obligations and costs assessed under any applicable easements and all other costs incurred by Developer or the Association in the exercise of its powers and duties pursuant to this Declaration. The General Assessment shall be estimated based on an annual budget adopted by the Association. The obligation to pay the General Assessment shall not in any manner be dependent on or discharged or otherwise affected by the use or non-use of the Common Areas or the actual occupancy of any Lot in the Subdivision. Each Owner of a Lot, by acceptance of a deed for a Lot, covenants and agrees to pay such General Assessment, except as expressly set forth to the contrary herein. The General Assessment shall be effective as to each Lot on the date this Declaration is recorded in the Recording Office or the date that a budget is established pursuant to this Section, whichever is later. Each third party purchaser shall pay to the Association, at the time of closing on the Lot, the annual General Assessment applicable to such Lot for such calendar year, prorated for the number of days remaining in such calendar year from the date of closing through the end of the year.

3.3 **Individual Assessment.** The Association after written notice to the Lot Owner, shall have the right to place an Individual Assessment on a Lot for costs incurred by the Association in connection with a Default by an Owner or occupant of such Lot or for any other reason permitted by this Declaration, including without limitation: (i) any costs incurred for

maintenance or repair caused through the willful or negligent act of an owner of a Lot or their occupants, family, tenants, guests, or invitees, including attorney fees, court costs, or other expenses incurred; and (ii) any costs associated with the enforcement of this Declaration or any rules and regulations of the Association, including, without limitation, preparation, recording and enforcement of liens, and attorney's fees, witness fees and costs, and other court costs.

3.4 **Special Assessment.** To the extent that the Association's reserve fund is insufficient, (i) during the Development Period, Developer may (but is not required to) use its own funds to pay for any operating deficit or insufficiency in the budget, or (ii) at any time, including during the Development Period, the Association may levy a Special Assessment for the following reasons:

(a) If there is an operating deficit in any calendar year, such deficit may be addressed with a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole.

(b) To the extent that the budget is insufficient, the Association may levy a Special Assessment in any fiscal year to construct, structurally alter, or replace capital improvements which are a part of the Common Areas.

(c) Special Assessments shall be paid as determined by the Association, and the Association may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

3.5 **Exemption of Certain Lots.** Notwithstanding any provision of this Declaration to the contrary, or applicable Association rules and regulations, Developer shall not be required to pay an assessment for any Lot owned by Developer unless a single-family residence has been constructed and is occupied for residential purposes. All properties dedicated to and accepted by a local public authority, the common area shown on the plat or dedicated herein and all properties owned by Developer shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from the said assessments.

3.6 **Lien for Assessments.** The Association shall have a lien for any assessments levied against a Lot for fines imposed against a Lot Owner or occupant, and for interest, costs, and reasonable attorney's fees.

(a) **Creation.** The lien for assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot which shall run with the land. All persons or entities acquiring an interest in a Lot after the recording of this Declaration shall take such interest subject to the lien.

(b) **Effective Dates and Perfection.** The lien for General Assessments shall be effective on the date this Declaration is recorded in the Recording Office. The lien for other assessments shall be effective on the first day notice is sent to the Owner of the Lots affected. Recording of this Declaration constitutes notice and perfection of the lien for all assessments.

(c) Notice of Lien. The Association may record a notice of lien with the Recording Office. Such notice shall not be required for the Association to enforce its lien.

(d) Priority of the Lien. The lien for assessments created by this Declaration shall be prior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any first mortgage on a Lot filed of record. Mortgagees shall have no obligation to collect assessments.

(e) Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration (and any late charges, interest, costs and reasonable attorney fees in accordance with the rules and regulations of the Association) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments, or installments thereof, which have become due and payable prior to the date of a sheriff's sale of a Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

(f) Extinguishment of the Lien. A lien for unpaid assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

3.7 Allocation of General and Special Assessments. The portion of the General Assessment and any Special Assessment chargeable to each Lot shall be a fraction, the numerator of which is one and the denominator of which is the total number of Lots subject to this Declaration, and the Owner of each Lot shall be charged with the payment of such portion of the total General Assessment or Special Assessment.

3.8 Payment. Unless otherwise established by the Association, the General Assessment shall be paid in annual installments due in advance twenty (20) days after the mailing of the notice of amount due to the Owners of the Lots by United States mail. The Association shall have the power from time to time to adopt such billing, collection and payment procedures, late charges and other payment time schedules as it deems appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Association shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice of the amount due to the owner(s) of affected Lots by United States mail.

3.9 Delinquency and Acceleration. Any installment of an assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Association. With respect to each installment of an assessment not paid within ten (10) days of its due date, the Association may, at its election, require the applicable Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate determined in the rules and regulations of the Association (but not in excess of the

maximum rate permissible under applicable law). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any assessment is payable in installments and any installment is not paid within thirty (30) days of its due date, the Association may, at its election, declare all of the unpaid balance of the assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand. The Association may enforce the collection of the full assessment and all charges thereon in any manner authorized by law, this Declaration or the rules and regulations of the Association.

3.10 **Remedies Cumulative.** A suit to recover money judgment for unpaid assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

3.11 **Personal Obligation.** The assessments, including fines, if any, payable by each Owner of a Lot, together with any penalty, interest, costs and reasonable attorney fees, shall be the personal obligation of the Owner of the Lot. The personal obligation shall not pass to any successors in title unless expressly assumed by them, although the lien on the Lot will continue until paid or until the lien expires.

3.12 **No Exemption for Liability for Assessments.** No Owner of a Lot is exempt from liability for payment of any assessments by waiving of the use or enjoyment of the Common Areas by abandoning the Lot against which the assessments are made, or any improvements made on such Lot.

3.13 **Rights in Common Areas.** Except as otherwise provided in this Declaration, each Owner of a Lot shall have a right and nonexclusive easement for use and enjoyment of the Common Areas, and such right and easement shall be appurtenant to, and shall pass with the title to such Lot. Such rights and privileges shall be subject to the restrictions set forth in this Declaration and any other rules and regulations of the Association.

#### ARTICLE IV: EASEMENTS

4.1 **Platted Easements.** All property in the Subdivision shall be conveyed subject to the easements shown or noted on the Plat(s). A non-exclusive easement is hereby reserved or granted, as applicable, in favor of Developer and the Association, as applicable, in, on, over, and through any easements set forth on the Plat, including without limitation, any roadway and utility easements. The easements created on the Plat(s) grant certain rights over and across the Lots and shall include, but not be limited to:

(a) The right of ingress and egress over all Lots to and from the easements for construction, operation, and maintenance of applicable facilities over and under said land which is subject to said easements. This includes but is not limited to detention basins.

(b) The right to cut down or trim any trees within the easement.

(c) The right of any bona fide utility company or agency to enter upon valid easements and/or the Common Areas for the purpose of installing, repairing, and/or otherwise servicing any of its equipment or to remove permanent obstacles.



4.2 **Additional Easements.** In addition to easements shown on the Plat(s), Developer reserves the right during the Development Period, to grant easements on, over and across certain Lots for landscaping and/or the installation, maintenance, use, repair and replacement of utilities, water detention basin, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas, private drainage easements, and other similar easements.

4.3 **Common Areas.** A non-exclusive easement is hereby reserved or granted, as applicable, in favor of Developer and the Association, as applicable, in, on, over, and through the Common Areas and Lots for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing, and otherwise dealing with the Common Areas and Lots.

4.4 **Drainage.** Subject to any drainage easements on the Plat(s) or otherwise recorded, every Lot and the Common Areas shall be burdened with drainage easements for the natural drainage of storm water runoff from other portions of the Subdivision.

## **ARTICLE V: CONSTRUCTION REQUIREMENTS**

### **5.1 Approval of Construction and Landscape Plans.**

(a) No structure may be erected, placed or altered on any Lot until the construction plans and building specifications and a plan showing the (a) location of improvements on the Lot, (b) the building elevation (including rear, front and side elevations); (c) the type of exterior material (including delivery of a sample thereof); (d) the location and size of the driveway (which shall be concrete); and (e) the grade elevation of the foundation; shall have been approved in writing by the Architectural Control Committee.

(b) In addition to the plans referred to in Section 5.1(a), a landscape plan shall be submitted to the Architectural Control Committee for its approval in writing, which plan shall show fences, trees, shrubs, and other plantings.

(c) The Architectural Control Committee for each Subdivision is hereby granted the right, but is not obligated, to approve or reject all plans and specifications for the erection and/or alteration of improvements on all Lots in the applicable Subdivision in accordance with this Declaration.

### **5.2 Building Materials; Roof; Builder.**

(a) The exterior building material of all structures shall be brick, stone, stucco, fiber cement siding (Hardie), luxury vinyl, or combination of the same. Structures shall incorporate two or more of the foregoing exterior building materials; provided, however, any structure utilizing stucco, Hardie, and/or luxury vinyl must also utilize brick or stone as well. When brick and/or stone is utilized as the final finished exterior building material(s) (including the use as a skirt), it shall extend to a minimum of three inches (3") above ground level for the final/finished grade. When any other approved exterior material is utilized as the final finished exterior building material(s), such exterior façade (front, rear, and sides) shall have a minimum eighteen inch (18") skirt at the bottom thereof, beginning a minimum of three inches (3") above ground level using either stone or brick

and extending upward not less than eighteen inches (18"). Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and hereby reserves the right of the Architectural Control Committee for each Subdivision to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure on a Lot shall not be less than eight/twelve (8/12) inches vertical for every twelve (12) inches horizontal.

(c) The general contractor / builder constructing the residential structure on any Lot shall have been in the construction business for a period of two (2) years and must have supervised the construction of or built a minimum of ten (10) homes, which ten (10) homes must have been constructed within the last ten (10) years unless otherwise approved by the Architectural Control Committee. Developer makes this requirement to maintain high quality of construction within the subdivision and reserves the right to waive these standards of experience. Any general contractor / builder must be approved by the Architectural Control Committee prior to starting any construction.

### 5.3 **Setbacks.**

(a) No structures shall be located on any Lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the Plat. During the Development Period, Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) While the purpose of the setback line is to establish the closest distance a residential structure may be erected in relation to the right-of-way, it is also established as a line to determine the placement of the residential structures, as no residential structure may be placed further than eight (8) feet behind the minimum building set back lines shown on the Plat(s). Fences cannot be located within platted easements or easements of record.

### 5.4 **Minimum Floor Areas.**

(a) The ground floor living area of a one-story house shall be a minimum of one thousand three hundred fifty square feet (1,350 sq. ft.).

(b) The ground floor living area of a one and one-half story house shall be a minimum of one thousand one hundred square feet (1,100 sq. ft.), with the total floor living area a minimum of one thousand six hundred square feet (1,600 sq. ft.).

(c) Finished basement areas, garages and open porches shall not be included in the computing total floor area of any residential structures.

### 5.5 **Style of Home.**

(a) All houses to be constructed in the Subdivision shall be one story ranches or conventional one and one-half story houses, unless otherwise approved by the Architectural Control Committee.

(b) Houses shall be constructed with a design aesthetic and exterior finishes consistent with the aesthetic character and exterior finishes of the Subdivision and complementary of the design aesthetic and exterior finishes of other homes in the Subdivision, but homes shall not be constructed with a design aesthetic or exterior finishes that are monotonous viewed in the context of adjacent and nearby houses. To avoid monotonous appearance, front elevations of houses shall have varied design aesthetics and colors compared to neighboring houses.

(c) No underground homes or log cabins will be allowed.

(d) No mobile homes or manufactured homes will be allowed to be placed on any Lot.

#### 5.6 **Completion Time Requirements for Construction.**

(a) Once construction has commenced on a Lot within the Subdivision, it shall be completed within twelve (12) months.

(b) After the completion of a residence, the Lot Owner (including builders building model homes) shall grade and sod front yards, sod or seed side and rear yards and install landscaping within two (2) months, even if the residence is not yet occupied. Landscaping beds shall contain shrubs and plants of appropriate hardiness for the geographic location of the Subdivision as defined by the United States Department of Agriculture, shall be mulched or covered with decorative rock, and shall otherwise be consistent with the characteristics and aesthetics of the Subdivision. Landscaping shall be neatly kept and maintained, at all times, by the Lot Owner free of weeds and overgrowth and any dead plants shall be promptly replaced in accordance with the provision of this Declaration.

(c) Promptly upon completion of a residence, the Lot Owner (including builders building model homes) shall have the sidewalks and driveway paved in accordance with the specifications listed below.

(d) Upon the failure of a Lot Owner to comply with the provisions of this Section, Developer (during the Development Period) and the Association may take action, as may be necessary, to force the Owner to comply therewith, and the Owner shall immediately upon demand, reimburse Developer and the Association for all expenses incurred in so doing, including, but not limited to, reasonable attorneys' fees. All unpaid expenses incurred by Developer or the Association to cause such Lot to be in compliance with this Section will be deemed an Individual Assessment with respect to such Lot.

#### 5.7 **Garages and Driveways.**

(a) All Lots in the Subdivision shall have at least a two (2) car attached garage, but not more than a four (4) car garage, unless otherwise approved in writing by Developer or, if after the Development Period, the Architectural Control Committee.

(b) Garages, as separate structures, and any other detached building, shall be subject to prior plan approval under this Section, and may be rejected by Developer (during the Development Period) or the Architectural Control Committee, as there is no absolute right to construct garages and/or outbuildings on the Lots.

(c) Driveways in the Subdivision shall be double width, a minimum of sixteen (16) feet wide at its narrowest point and provide a parking area for at least two (2) cars.

(d) Prior to the start of construction on any Lot, the contractor and/or Owner of such Lot will be required to install a gravel driveway so that it can be used during construction as a temporary construction entrance. The amount of gravel to be used by the contractor and/or Owner shall be sufficient quantity to keep dirt and mud from leaving the confines of the Lot onto the streets.

5.8 **Sidewalks.** A five (5) foot wide concrete sidewalk, four (4) inches thick shall be constructed by the builder or Owner within (1) month after completion of a residence on any Lot. Said sidewalk is to be placed five (5) foot from the back of the curb, or to be in a location directed in writing by the Architectural Control Committee, and to line up with other sidewalks in the Subdivision, and to be approved by the Architectural Control Committee as to the quality and materials.

5.9 **Drainage.** Drainage of each Lot shall conform to the engineered drainage plans of Developer for the Subdivision. Under no circumstance shall a drainage ditch be filled, altered, or piped without prior written consent of the Architectural Control Committee.

5.10 **Tree Planting.** The Owner of each Lot shall plant, or cause to be planted, in the front yard of each Lot a hardwood tree, being an minimum height of six feet (6') at the time of planting, with sufficient setback from utilities, foundations, sidewalks, driveways, and other pavement to allow sufficient growing room for root systems such that the growth of the root system will not damage such utilities, foundations, sidewalks, driveways, or other pavement.

5.11 **Evergreen Buffer.** All Lots abutting that certain public right-of-way known as W. Old U.S. 50 (a/k/a Walnut Street), must install a row of evergreen trees (being White Fir, Norway Spruce, White Spruce, or Canadian Hemlock) along said right-of-way, ten feet (10') from the abutting edge thereof, spaced twenty feet (20') on center, as more particularly shown on the Plat.

## **ARTICLE VI: ARCHITECTURAL CONTROL COMMITTEE**

6.1 **Architectural Control Committee Composition.** During the Development Period, Developer shall serve as the Architectural Control Committee. Thereafter, the Architectural Control Committee established and acting pursuant to this Declaration shall be composed of at least three (3) Lot Owners, who shall be appointed by the Association Board. Successor members shall be appointed by the Association Board in the event of the death, resignation, or incapacity of any member. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this Declaration.

6.2 **Architectural Control Committee Approval.**

(a) No building shall be constructed, erected, placed on any Lot in the Subdivision, nor shall any structure be remodeled, altered, painted or expanded in any way which changes the exterior appearance thereof until the construction plans and specifications showing the location of the structure shall have been approved by the Architectural Control Committee. Such plans and specifications shall be in such form and contain such information as the Architectural Control Committee may reasonably require including, without limitation, any or all of the following: (i) a site plan; (ii) proposed landscaping; (iii) patio and walkway locations; (iv) description of materials; (v) location of lighting; (vi) architectural plans, including cross sections, floor plans and elevations; and (vii) evidence of conformity with building codes. Additionally, no fence, hedge, or wall shall be erected, placed, or altered on a Lot without the prior approval of the Architectural Control Committee.

(b) Any ruling of the Architectural Control Committee, upon any written application made under this provision, shall be given to the applicant in writing within two (2) weeks from the submission of the written application to any member of the committee. During the Development Period, if Developer, serving in place of the Architectural Control Committee, fails to respond within such two (2) week period, such application shall be deemed denied. Following the Development Period, if the Architectural Control Committee fails to respond within such two (2) week period, such application shall be deemed approved.

(c) The Architectural Control Committee may deny an application submitted pursuant to this Section 6.2 if:

(i) The plans, specifications, drawings, or other materials submitted with the application are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of this Declaration, plat restrictions, rules and regulations adopted by the Architectural Control Committee or the Association Board, or any applicable laws, regulations, and ordinances;

(ii) The design, color, materials, or other aesthetic qualities of a proposed improvement are, in the sole, but good faith, judgment of the Architectural Control Committee, not harmonious or consistent with the character of the Subdivision, the general surroundings of the applicable Lot, or adjacent buildings or structures;

(iii) The proposed improvement, or any part thereof, would, in the sole, but good faith, judgment of the Architectural Control Committee, be contrary or adverse to the interest, welfare, or rights of all or part of the other Owners.

6.3 **Appeals**. An Owner may appeal an adverse determination of the Architectural Control Committee by submitting such appeal, and the basis therefore, to the Association Board within thirty (30) days after the written determination by the Architectural Control Committee. The Association Board shall rule on any such appeal within thirty (30) days of its receipt by delivering a written determination to the applicant/appellant and its determination shall be binding.

If the Association Board fails to issue its determination on an appeal within such thirty (30) day period, the appeal shall be deemed denied.

## **ARTICLE VII: USE; RESTRICTIONS**

7.1 **Use.** No Lot in the Subdivision shall be used except for private single-family residential purposes and purposes customarily incidental to a single-family residence. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single-family dwelling designed for the occupancy of one family (including domestic employees living on the premises), subject to the construction requirements set forth in this Declaration.

7.2 **Nuisances.** No noxious or offensive activities shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision.

7.3 **Hazardous Actions or Materials.** Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Areas that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Areas or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. No Owner of a Lot shall keep or permit to be kept in the Subdivision any hazardous materials in violation of applicable laws.

7.4 **Hotel/Transient Uses.** No Lot may be used for bed and breakfast, hotel, or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, laundry and linen service, or similar services. Further, no Lot shall be listed or rented pursuant to any short-term rental service such as, or similar to, Airbnb or VRBO.

7.5 **Seasonal Decorations.** Seasonal porch ornaments, such as door wreaths, must be appropriate to the season and may not be displayed earlier than forty (40) days before the applicable holiday. Christmas lights and other exterior Christmas decorations must be removed by January 10, and other exterior holiday decorations must be removed promptly after the applicable holiday.

7.6 **Use of Other Structures and Vehicles.**

(a) No structure of a temporary character shall be permitted on any Lot except tool sheds or field offices used by a builder or developers, which shall be removed when construction or development on such Lot is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently.

(c) No (i) unlicensed or inoperable vehicle, or (ii) trailer, truck, boat, camper, or scooters shall be parked or stored (x) unenclosed on any Lot for a period in excess of forty-eight (48) hours, (y) more than an aggregate total of thirty (30) days during any calendar year, or (z) on any Common Area, street, or public right-of-way at any time. Any of such unlicensed or inoperable vehicles may, however, be stored or parked in an enclosed

garage provided such garage door is completely closed at all times when such a vehicle is parked therein.

(d) Except as permitted in limited circumstances as provided in the preceding Section 7.6(c), no vehicle shall be continuously or habitually parked on any Common Area, street, or public right-of-way for a period exceeding six (6) hours. If any vehicle is parked in violation of this Section 7.6(d), or the rules and regulations adopted by the Association, the Association may (but is not required to) cause such vehicle to be towed at the sole cost and expense of the Owner of such vehicle. If a vehicle is towed in accordance with this Section 7.6(d), or if a vehicle is seized or towed by any other person or entity that is not an employee or agent of the Association, then neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the seizure or towing activity. Furthermore, the Association, and its officers or agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from property within the Subdivision by a third party. Notwithstanding anything to the contrary herein, the Association may (i) grant temporary waivers to the restrictions herein under the rules and regulations adopted by the Association, or (ii) for violations of the restrictions herein set forth, elect to impose fines or use other available sanctions under the rules and regulations adopted by the Association, or elect to pursue all other remedies at law or in equity, rather than exercise its authority to tow hereunder.

Notwithstanding the restrictions in this Section 7.6(d), vehicles, including commercial vehicles, being used for the purpose of construction, delivery or repair work to or upon any Lot may be permitted to be parked on any street or public right-of-way during reasonable and customary work hours but shall not be permitted to be parked overnight. The restrictions against overnight parking in the immediately preceding sentence shall not apply to vehicles used by Developer or any builder approved by Developer during the initial construction on any Lot.

(e) In addition to the restrictions relating to vehicular parking and storage in this Declaration, the Association may adopt additional reasonable rules and regulations and may adopt reasonable procedures and penalties for failure to comply with such rules and regulations and the restrictions set forth in this Declaration.

7.7 **Business; Home Occupations**. No trade or home business of any kind shall be conducted on any Lot, nor shall anything be done thereon which is violative of the zoning regulations of the applicable governmental authority, or which becomes an annoyance or nuisance to the neighborhood or the neighbors.

7.8 **Basketball Equipment**. Basketball backboards and hoops may not be mounted to the front or side of a residence. Any basketball backboard and hoop on a Lot must be a permanent structure perpendicular to the street and shall be subject to the approval of the Architectural Control Committee. Basketball backboards and hoops which are designed to be temporary and movable may not be installed on any Lot.

7.9 **Signs**. No sign for advertising or any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except a sign for advertising the sale or rent thereof and

as may be permitted under applicable law, which shall not be greater in area than six (6) square feet, provided however, Developer (1) shall have the right to erect larger signs when advertising the Subdivision, (2) to place signs on Lots designating the lot number of such Lot(s), and (3) following the sale of a Lot, to place signs on such Lot indicating the name of the purchaser. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulation. The restrictions set forth in this Section shall be applicable to political signs to the fullest extent permitted by law.

7.10 **Curb Protection and Damage.** Lot Owners and their building contractors must protect the concrete curbs from damage at all times by means applicable to each particular situation, which normally would be accomplished by means of a dirt or gravel bridging or overlay in the area where all construction deliveries and ingress and egress occur. Any and all damage that occurs to the concrete curbs in the Subdivision must be repaired or replaced by the Owner of the Lot fronting such curb to the satisfaction of Developer, during the Development Period, and thereafter, the Association, and without cost or expense to Developer or the Association and any costs incurred by Developer or Association to repair such damage shall be deemed an Individual Assessment with respect to such Lot.

7.11 **Disposal of Trash.**

(a) No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall not be kept on any Lot, except in sanitary containers to be picked up regularly by an approved service provider. Builders will be allowed to maintain dumpsters onsite while homes are being constructed.

(b) Owners shall cause their trash to be picked up not less frequently than weekly by either a municipal or private waste removal service.

(c) All trash containers must be removed from public view except for the period of time commencing at 7:00 p.m. on the day immediately prior to the day of trash pick-up and ending at 11:59 p.m. on the day of trash pick-up.

(d) Storage of trash containers in Common Areas is prohibited.

(e) Owners and residents are requested to pick up any blown or leftover trash to help keep the Subdivision clean.

7.12 **Erosion Control.** Prior to the construction of single-family residence on each individual Lot, it shall be the responsibility of Developer, or his assigns, to maintain erosion control on each Lot to prevent erosion slide into any road or curb improvements. After the transfer of ownership from Developer to a resident or builder, it shall be the duty of each individual Lot Owner to prevent any erosion of earth onto said improvements. Should any Lot Owner fail to do so, then Developer or the Association Board may take such actions as it deems appropriate, and immediately, upon demand, such Lot Owner shall reimburse Developer or Association for all expenses incurred in so doing and any costs incurred by Developer or Association shall be deemed an Individual Assessment with respect to such Lot.



7.13 **Animals**. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning domestic animals traditionally recognized as household pets in the geographic area in which the Subdivision is located) may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pets. No doghouses, cages, kennels, or other structure for the housing of pets shall be erected or maintained on any Lot. All pets shall primarily reside in the pet owner's home.

7.14 **Fences**. No fence, wall or hedge of any nature may be extended toward the front property line beyond the rear wall of the residence constructed thereon. Likewise, with respect to any corner lot, no fence, wall or hedge of any nature may be extended toward the side property line beyond the side wall of the residence constructed thereon. No fence taller than six (6) feet in height will be permitted on any Lot. The only fences allowed shall be black aluminum fencing. There shall be no wood or vinyl privacy fences erected on any Lot. All fences, including replacements, require approval of the Architectural Control Committee prior to installation.

7.15 **Satellite Dishes**. No satellite dish/special radio-telephone transmitting antenna may be constructed or placed on any Lot without prior written approval of the Architectural Control Committee; such approval will be based on location and aesthetic and effective measures to screen such equipment from public view and safety. The maximum size satellite dish allowed shall be 30" diameter.

7.16 **Clotheslines**. No outside clotheslines shall be erected or placed on any Lot.

7.17 **Tennis Courts**. No tennis court(s) shall be erected on any Lot.

7.18 **Carports**. No carports shall be constructed on any Lot.

7.19 **Swimming Pools**. Any swimming pools must be fully in-ground and shall be to the rear of the Lot and screened from the street and have appropriate fencing as required by applicable laws, regulations, and/or ordinances.

7.20 **Solar Units**. No solar unit may be visible from the streets of the Subdivision. The placement of solar units is subject to the review and approval of the Architectural Control Committee.

7.21 **Mailboxes**. No mailboxes or paper holders shall be placed on any Lot unless its design and placements are approved by the Architectural Control Committee. All mailboxes and posts will be the same style determined by Developer.

7.22 **Gardens**. Vegetable gardens for private use shall be permitted only in the rear of a Lot, subject to Architectural Control Committee approval.

7.23 **Model Homes**. No Owner of any Lot shall build, or permit to be built, any model home or spec home without the prior written consent of Developer.

7.24 **Sales Office.** To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing, and maintenance of the Subdivision on any unsold Lot or on any Common Areas.

## ARTICLE VIII: MISCELLANEOUS

8.1 **Declarations Run with Land.** Unless altered or amended under the provisions of Section 8.2 below, this Declaration, including the covenants and restrictions contained herein, are to run with the land comprising the Subdivision and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. The failure of any Owner of a Lot to demand or insist upon observance of any of these restrictions or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

### 8.2 **Amendments.**

(a) **General.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) *Adoption.* Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) of the Owners of Lots in the Subdivision.

(ii) *Recording.* Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Recording Office, and such amendment shall not become effective until so recorded.

(b) **Amendments by Developer Only.** Notwithstanding Section 8.2(a) or anything else contained in this Declaration to the contrary, Developer shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Association Board, any mortgagees, or any other person or entity to amend or supplement this Declaration at any time and from time to time if Developer records the modification in the Recording Office, and if such amendment or supplement is made:

(i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

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

(iii) to bring this Declaration into compliance with any governmental requirements;

(iv) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) function similar to those performed by such agencies or entities, to subject additional property to these restrictions;

(v) to annex additional real estate to the Subdivision;

(vi) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto;

(vii) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein; or

(viii) to change the substance of one or more covenants, conditions, terms or provisions hereof so long as such change (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) Developer to vote in favor of, make, or consent to any amendments described in this Section 8.2(b) on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Developer to vote in favor of, make, execute and record any such amendments. The right of Developer to act pursuant to rights reserved or granted under this Section 8.2(b) shall terminate when Developer no longer owns any Lots within Subdivision.

8.3 **Severability.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.4 **Obligation to Construct or Reconvey.** Each Lot Owner shall within twelve (12) months after the date of conveyance of a Lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling upon such Lot(s), to be constructed in accordance with the covenants, conditions, and restrictions herein contained; provided, that should said construction not commence within the specified period of time, if the Lot Owner has not complied with all of the restrictions herein or from this time forth does not comply with such restrictions Developer may elect to repurchase any and all Lots on which construction has not commenced for 90% of the agreed purchase price of said Lot or Lots hereunder, in which even said Lots or Lots shall be conveyed to Developer by special warranty deed. Failure of Developer to elect to repurchase any Lot on which construction has not commenced under the terms of this provision shall not be deemed a waiver of Developer's rights to elect to repurchase in the future any or all of such Lots on which construction has not commenced in accordance with this Section 8.4.

8.5 **Waiver of Remonstrance.** By acceptance of a deed, or other means of transfer, to any residential lot, lots or parcel of real estate in the Subdivision, each Owner waives all rights, both present and future, to remonstrate to any future development by Developer of additional sections of the Subdivision.

8.6 **Property Subject to this Declaration; Additions.**

(a) **Property Subject to this Declaration.** The Property described on Exhibit A attached hereto, which comprises the Subdivision, each portion thereof, and all lots and improvements thereon are hereby declared subject to, and shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to, the terms, provisions, covenants and conditions of this Declaration.

(b) **Additions in Accordance with a General Plan of Development.** In accordance with Developer's intention to develop the Subdivision, Developer shall have the unilateral right, privilege and option to subject such additional adjacent lands owned by Developer to this Declaration in accordance with Section 8.2(b)(v). Developer may subject such additional real estate to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional real estate.

(c) **Other Additions.** Subject to the consent of the owner thereof, additional real property may be made subject to this Declaration by filing an amendment to this Declaration in the Recording Office. An amendment adding such additional property shall require the written consent of Developer during the Development Period or, thereafter, the written consent or affirmative vote of a majority of the Association. Any such amendment shall be signed by Developer, if Developer has adopted the Amendment, or by the President and Secretary of the Association, if the Association has adopted the amendment, and in each case, by the owner of the real property being added, and any such amendment shall be effective upon filing, unless otherwise provided in the amendment.

(d) **Amendment.** This Section 8.6 shall not be amended without the written consent of Developer so long as Developer owns one or more Lots in the Subdivision.

8.7 **Compliance with Indiana Code.** To the extent that the covenants and restrictions set forth in this Declaration are inconsistent or not fully compliant with Indiana Code § 32-25.5-3-1 *et seq.*, this Declaration shall be interpreted to be in compliance therewith and the Associations shall be required to operate in compliance therewith in all respects.

8.8 **Costs and Attorney Fees.** In any proceeding arising because of the failure of an Owner to make any payments required by this Declaration or to comply with any provision of this Declaration, or the rules, regulations, and guidelines adopted pursuant to this Declaration, as amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection therewith.

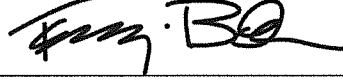
8.9 **Headings.** The headings contained in this Declaration are for ease and convenience only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

*[Remainder of Page Left Blank; Signature Page to Follow]*

IN WITNESS WHEREOF, Developer has executed this Declaration as of the date first stated above.

DEVELOPER:

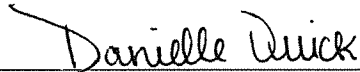
**NV HERITAGE DEVELOPMENT, LLC,**  
an Indiana limited liability company

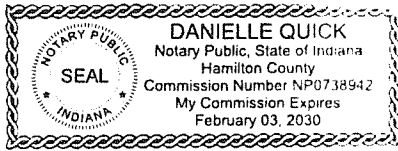
By:   
Name: Terry M. Baker  
Title: Managing Member

STATE OF Indiana )  
 )  
COUNTY OF Marion )

Personally appeared before me, a Notary Public in and for said County and State, Terry Baker, as Managing Member of NV HERITAGE DEVELOPMENT, LLC, an Indiana limited liability company, executed the foregoing instrument for the purposes therein contained on behalf of said limited liability company.

WITNESS my hand, at office, this 4th day of March, 2024.

  
NOTARY PUBLIC  
Print: Danielle Quick  
Notary ID: NP0738942  
Resident of Indiana County, Hamilton  
My Commission Expires: February 03, 2030



**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. Jacob B. Vissing, Esq.**

**This instrument prepared by:**  
Jacob B. Vissing  
Frost Brown Todd LLP  
400 West Market Street, Suite 3200  
Louisville, Kentucky 40202  
(502) 589-5400

## EXHIBIT A

### Property Description

BEGINNING at the southeast corner of the Southeast Quarter of Section 32, Township 7 North, Range 8 East, marked by a Jennings County Surveyor aluminum monument; thence North 89 degrees 25 minutes 36 seconds East (grid bearings, Indiana Geospatial Coordinate System, Jennings County zone) along the north line of said Northwest Quarter of said Section 4 a distance of 330.78 feet to a railroad spike marking the northwest corner of Silo Pointe Subdivision, Phase One, the plat of which is recorded in Instrument Number 2019001031 in the Office of the Recorder of Jennings County, Indiana, the following two (2) courses being along the west and south lines thereof; (1) thence South 23 degrees 19 minutes 58 seconds West a distance of 164.08 feet; (2) thence North 89 degrees 25 minutes 36 seconds East a distance of 409.09 feet to the west right-of-way line of Walnut Street (formerly US Highway 50), being the point of curvature of a non-tangent curve to the left having a radius of 1198.79 feet, and following along said right-of-way line the following eight (8) courses; (1) thence southwesterly along said curve an arc distance of 114.33 feet, said curve being subtended by a chord having a bearing of South 44 degrees 16 minutes 19 seconds West and a chord distance of 114.29 feet; (2) thence North 48 degrees 27 minutes 37 seconds West a distance of 5.00 feet to the point of curvature of a non-tangent curve to the left having a radius of 1203.79 feet; (3) thence southwesterly along said curve an arc distance of 130.98 feet, said curve being subtended by a chord having a bearing of South 38 degrees 25 minutes 22 seconds West and a chord distance of 130.92 feet; (4) thence North 54 degrees 41 minutes 40 seconds West a distance of 20.00 feet to the point of curvature of a non-tangent curve to the left having a radius of 1223.79 feet; (5) thence southwesterly along said curve an arc distance of 106.53 feet, said curve being subtended by a chord having a bearing of South 32 degrees 48 minutes 42 seconds West and a chord distance of 106.49 feet; (6) thence South 59 degrees 40 minutes 55 seconds East a distance of 25.00 feet to the point of curvature of a non-tangent curve to the left having a radius of 1198.79 feet; (7) thence southwesterly along said curve an arc distance of 141.50 feet, said curve being subtended by a chord having a bearing of South 26 degrees 56 minutes 11 seconds West and a chord distance of 141.42 feet; (8) thence South 23 degrees 31 minutes 41 seconds West a distance of 1530.92 feet to the southeast corner of a 35.478-acre tract of land described in Instrument Number 2022003553 in said Recorder's Office, the following two (2) courses being along the south and west lines thereof; (1) thence North 70 degrees 18 minutes 16 seconds West a distance of 966.32 feet; (2) thence North 07 degrees 55 minutes 35 seconds East a distance of 1631.99 feet to the south line of the Southeast Quarter of said Section 32, being also the north line of the Northeast Quarter of said Section 5; thence North 89 degrees 50 minutes 14 seconds East along said south line a distance of 902.43 feet to the POINT OF BEGINNING, containing 51.138 acres, more or less.

Tax Parcel ID No.: 40-12-04-200-010.007-004; 40-12-05-500-001.009-004; 40-12-04-200-010.004-004; 40-12-05-100-001.000-004; 40-12-05-100-001.007-004; and 40-12-04-200-010.000-004

Prior Deed References: Instrument No. 2022003399; Instrument No. 2022003553; and Instrument No. 2022003594

Property Address: 925 North County Road 200 West, North Vernon, IN 47265; West Walnut Street, North Vernon, IN 47265; and 905 North County Road 200 West, North Vernon, IN 47265.

Tax Mailing Address: NV Heritage Estates, LLC, 135 N. Pennsylvania St., Suite 2800, Indianapolis, IN 46204.