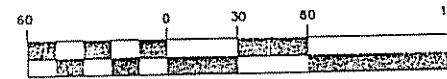


# SHADOW CREEK - SECTION TWO

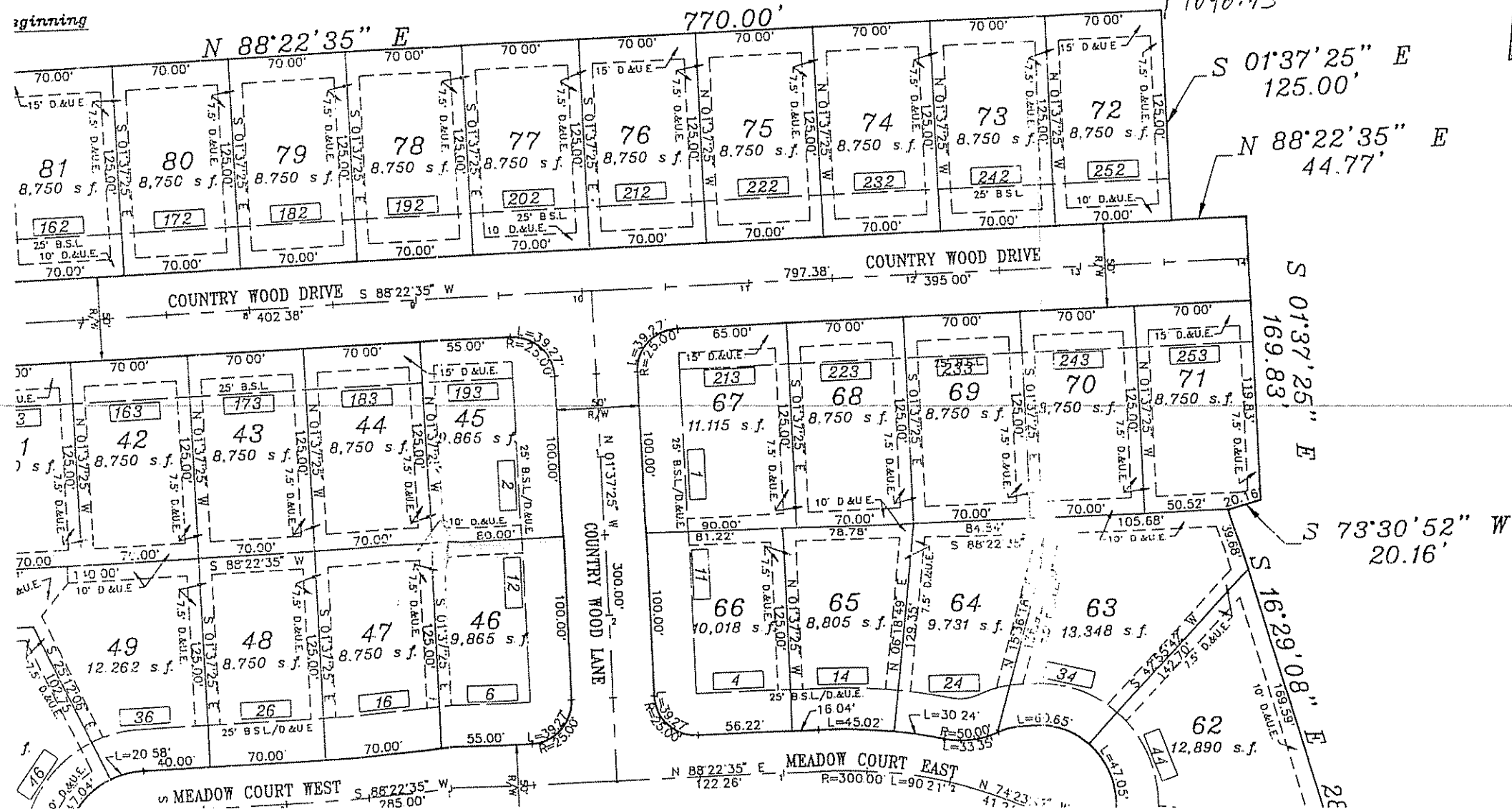
## WHITELAND, INDIANA

GRAPHIC SCALE



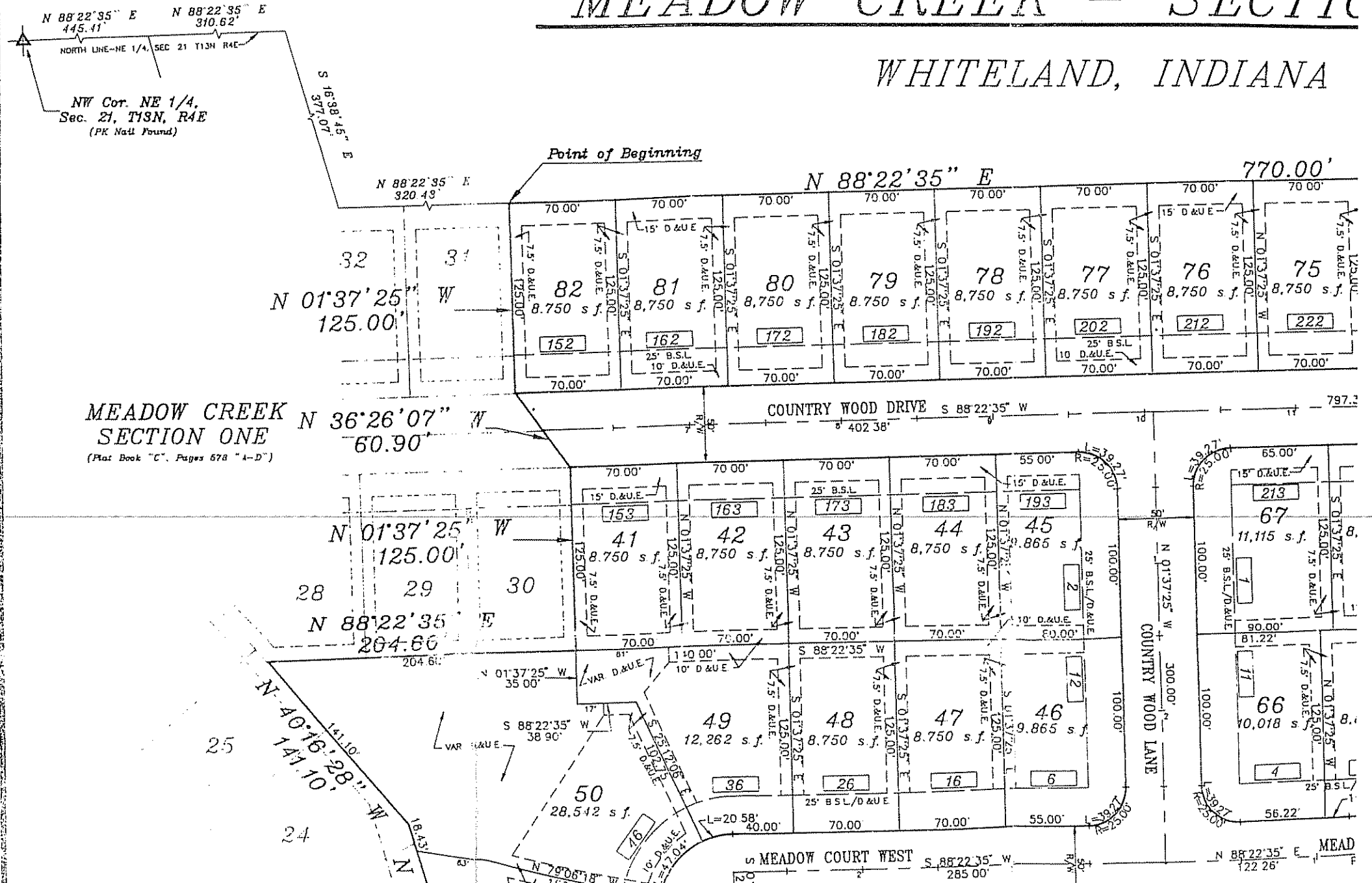
( IN FEET )  
1 inch = 60 ft

beginning

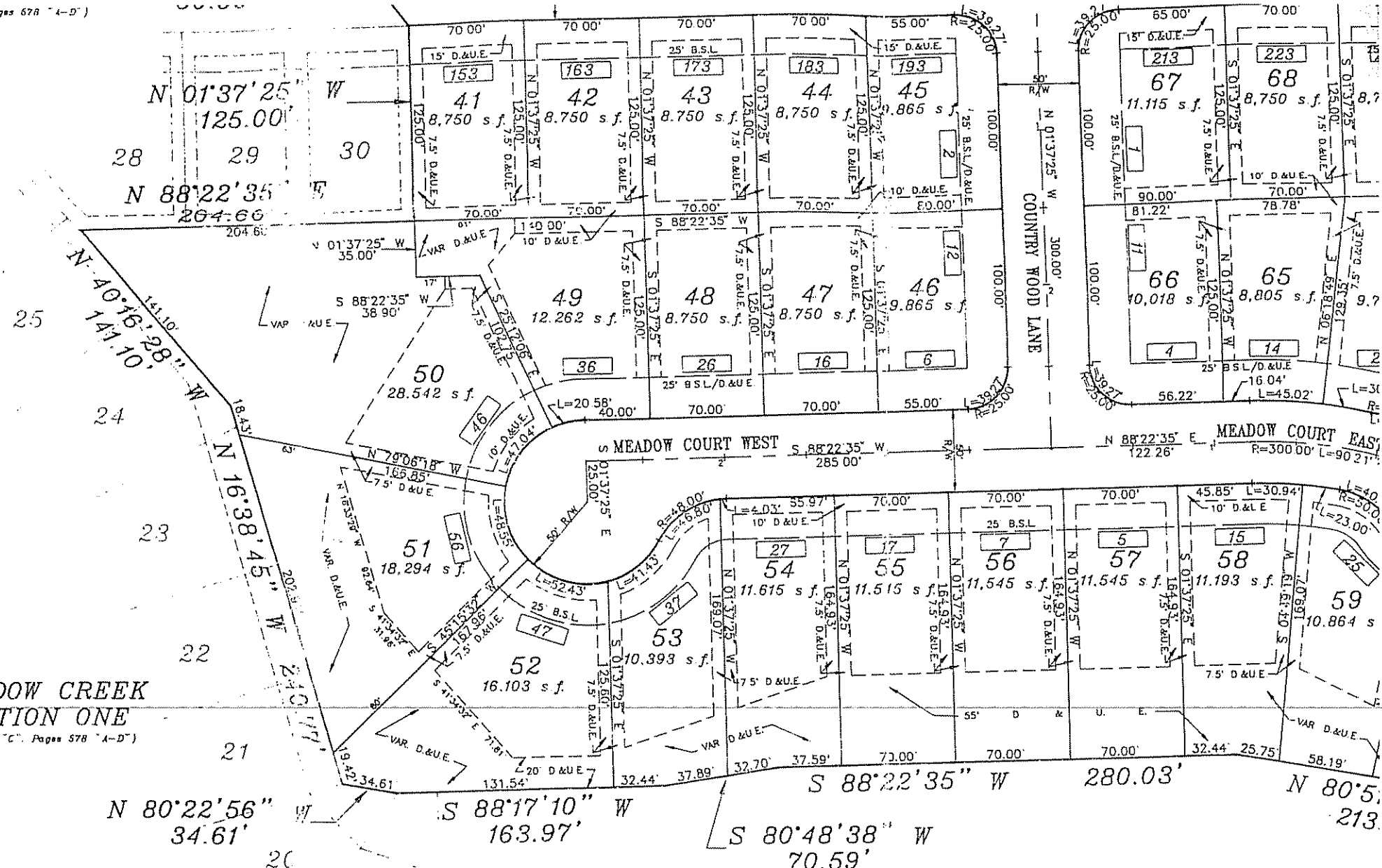


# MEADOW CREEK - SECTION ONE

## WHITELAND, INDIANA



**MEADOW CREEK SECTION ONE**  
(Plat Book "C", Pages 578 "A-D")

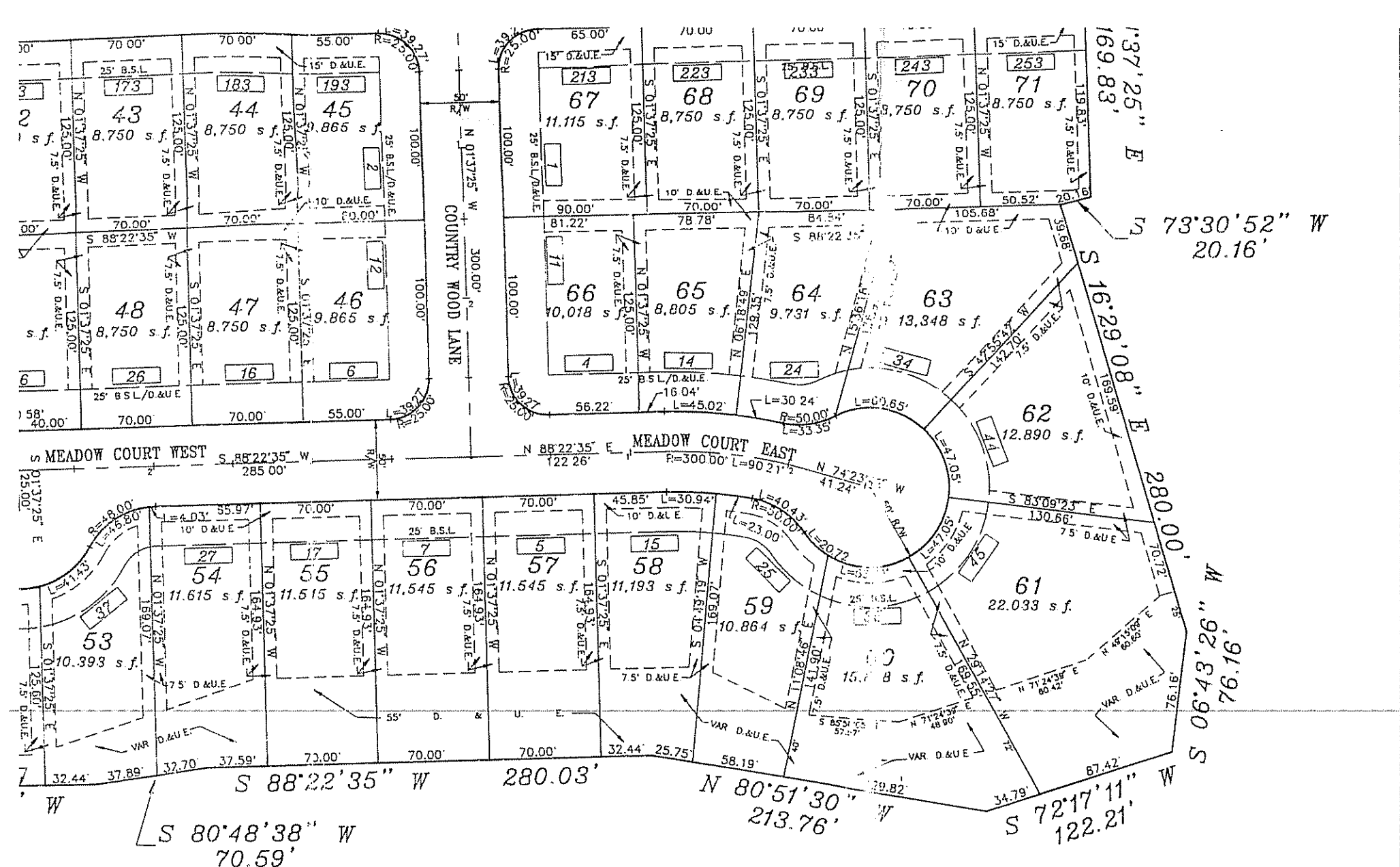


**LEGEND**

- 7.5' D & U E - DRAINAGE & UTILITY EASEMENT
- 25' B.S.L - BUILDING SETBACK LINE
- AE - ACCESS EASEMENT
- 64 - LOT NUMBER
- 8,750 s.f. - LOT AREA (SQUARE FEET)
- 192 - ADDRESS NUMBER

**CURVE DATA TABLE**

CURVE NO.	ARC	RADIUS	DELTA	CHORD LENGTH	CHORD BRG.	TAN. LENGTH
1	90.21'	300.00'	1713°44'	89.87'	S 83°00'33" E	45.45'



CURVE DATA TABLE

CURVE NO.	ARC	RADIUS	DELTA	CHORD LENGTH	CHORD BRG.	TAN LENGTH
1	90.21'	300.00'	171°3'44"	89.87'	S 83°09'33" E	45.45'

SHEET 1 of 4

**MAURER & ASSOCIATES, INC.**

LAND DEVELOPMENT, SURVEYING, and BUILDER'S SERVICES  
 1882 Stonegate Drive Suite #10  
 Greenwood, Indiana 46142  
 (317) 881-3888

# MEAD

I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREIN AND THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

## LEGAL DESCRIPTION

A part of the Northeast Quarter, Section 21, Township 13 North, Range 4 East of the Second Principal Meridian, Whiteland, Johnson County, Indiana, more particularly described as follows:

COMMENCING at the Northwest corner of said Quarter Section; thence North 88 degrees 22 minutes 35 seconds East (assumed bearing) along the North line of said Quarter Section 756.03 feet to the Northeast corner of Meadow Creek - Section One (Plat Book "C", Pages 578 "A-D", in the Office of the Johnson County Recorder); thence the next two (2) courses being along said Meadow Creek - Section One;

(1) South 16 degrees 38 minutes 45 seconds East 377.07 feet;

(2) North 88 degrees 22 minutes 35 seconds East parallel to the North line of said Quarter Section 320.43 feet to the POINT OF BEGINNING of the herein described tract; thence continuing North 88 degrees 22 minutes 35 seconds East parallel with the North line of said Quarter Section 770.00 feet; thence South 01 degree 37 minutes 25 seconds East 125.00 feet; thence North 88 degrees 22 minutes 35 seconds East parallel with the North line of said Quarter Section 44.77 feet; thence South 01 degree 37 minutes 25 seconds East 169.83 feet; thence South 73 degrees 30 minutes 52 seconds West 20.16 feet; thence South 16 degrees 29 minutes 08 seconds East 280.00 feet; thence South 06 degrees 43 minutes 26 seconds West 76.16 feet; thence South 72 degrees 17 minutes 11 seconds West 122.21 feet; thence North 80 degrees 51 minutes 30 seconds West 213.76 feet; thence South 88 degrees 22 minutes 35 seconds West parallel with the North line of said Quarter Section 280.03 feet; thence South 80 degrees 48 minutes 38 seconds West 20.59 feet; thence South 33 degrees 17 minutes 10 seconds West 163.97 feet to the Northwest corner of Lot #19 of said Meadow Creek - Section One; thence the next eight (8) courses being along said Meadow Creek - Section One;

(1) North 80 degrees 22 minutes 56 seconds West 10.61 feet;

(2) North 16 degrees 38 minutes 45 seconds West 40.77 feet;

(3) North 40 degrees 16 minutes 28 seconds West 41.10 feet;

(4) North 88 degrees 22 minutes 35 seconds East parallel with the North line of said Quarter Section 204.60 feet;

(5) North 01 degree 37 minutes 25 seconds West 135.00 feet;

(6) North 36 degrees 26 minutes 07 seconds West 60.90 feet;


(7) North 01 degree 37 minutes 25 seconds West 25.00 feet to the POINT OF BEGINNING, containing 12.70 acres, more or less.

Subject to all legal rights-of-way, easements, and restrictions.

THIS SUBDIVISION CONTAINS FORTY-TWO (42) LOTS NUMBERED FORTY-ONE (41) THROUGH EIGHTY-TWO (82), (INCLUSIVE) TOGETHER WITH STREETS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THEIR LOCATION IS ACCURATELY SHOWN; AND THIS PLAT COMPLIES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS 25<sup>th</sup> DAY OF April, 1994.

  
PAUL MAURER  
REG. LAND SURVEYOR NO. 88000h  
STATE OF INDIANA



# MEADOW CREEK - SECTION

## WHITELAND, INDIANA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
MEADOW CREEK SUBDIVISION, SECTION TWO  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN WHITELAND, INDIANA (JOHNSON COUNTY)

Y THAT I AM A REGISTERED PROFESSIONAL  
PLIANCE WITH THE LAWS OF THE STATE OF  
HER CERTIFY THAT I HAVE SURVEYED THE  
O THAT I HAVE SUBDIVIDED THE SAME INTO  
N DRAWN PLAN. THIS PLAN CORRECTLY  
BDIVISION.

### DESCRIPTION

ion 21, Township 13 North, Range 4 East of the  
id, Johnson County, Indiana, more particularly  
f of said Quarter Section; thence North 88 degrees 22  
g) along the North line of said Quarter Section 756.03  
reek - Section One (Plat Book "C", Pages 578 "A-D",  
rder); thence the next two (2) courses being along said  
ites 45 seconds East 377.07 feet;  
ites 35 seconds East parallel to the North line of said  
INT OF BEGINNING of the herein described tract;  
minutes 35 seconds East parallel with the North line of  
e South 01 degree 37 minutes 25 seconds East 125.00  
es 35 seconds East parallel with the North line of said  
th 01 degree 37 minutes 25 seconds East 169.83 feet;  
seconds West 20.16 feet; thence South 16 degrees 29  
thence South 06 degrees 43 minutes 26 seconds West  
minutes 11 seconds West 122.21 feet; thence North 80  
13.76 feet; thence South 88 degrees 22 minutes 35  
e of said Quarter Section 280.03 feet; thence South 80  
59 feet; thence South 33 degrees 17 minutes 10 seconds  
mer of Lot 19 of said Meadow Creek - Section One;  
along said Meadow Creek - Section One;  
utes 56 seconds West 131.61 feet;  
utes 45 seconds West 40.77 feet;  
utes 28 seconds West 41.10 feet;  
utes 35 seconds East parallel with the North line of said  
utes 25 seconds West 125.00 feet;  
utes 07 seconds West 60.90 feet;  
utes 25 seconds West 125.00 feet to the POINT OF  
, more or less.

ments, and restrictions.

RTY-TWO (42) LOTS NUMBERED FORTY-ONE (41)  
CLUSIVE) TOGETHER WITH STREETS, RIGHTS-OF-  
WN ON THE PLAN HERewith.

REON WILL EXIST, AND THEIR LOCATION IS  
HIS PLAN COMPLIES WITH PROVISIONS OF THE  
E SIZE OF LOTS AND WIDTH OF STREETS AND  
IGURES DENOTING FEET AND DECIMAL PARTS

OF April 1, 1994.

*Paul Maurer*  
PAUL MAURER  
REG. LAND SURVEYOR NO. 880006  
STATE OF INDIANA

The undersigned, MELODY COMMUNITIES, INC., (sometimes referred to  
herein as "owner" or "Developer"), for and as Owner and Developer of the real  
property described in this plat, to be known as Meadow Creek Subdivision,  
Section Two, (sometimes hereinafter referred to as Meadow Creek Subdivision, Section Two and/or  
Meadow Creek Subdivision), and for the benefit of all present and future owners  
of any lot or lots in, or occupants of any and all sections of the Meadow  
Creek Subdivision, does hereby impose the within described Covenants, in  
Conditions and Restrictions on the land described in said plat, in  
accordance with the Meadow Creek Subdivision Homeowners Association,  
(sometimes hereinafter referred to as "the corporation").

### Article I. Use Restrictions

All lots in this subdivision and all present and future owners of  
occupants thereof shall be subject to the following development standards,  
conditions and restrictions, which shall run with the land:

1.01 The lots located within Meadow Creek Subdivision, Section Two,  
shall be used for detached single-family dwellings in accordance with the  
present zoning of Meadow Creek Subdivision, Section Two, by the Town of  
WhiteLand. No lot shall be used for any purpose not presently permitted by  
the zoning of the Town of WhiteLand.

1.02. Single-family dwellings shall have a minimum of 1000 square  
feet of living area exclusive of open porches, garages and other unheated  
areas with the exception of 5% of the dwellings which may have a total of  
800 square feet of living area. Each dwelling shall have a minimum of a  
single car attached or 2 car detached garage. Homes with single car  
garages will have a driveway with a width of 16', which will accommodate  
two vehicles for off-street parking. Homes with detached garages will have  
a 16' wide drive 25' in length to the garage entry then narrowing to 8'  
in width to the street. Only lots which back up to commercial  
property may have detached garages (Lots Numbered: 11-02, 11-03, 11-04, 11-05, 11-06, 11-07, 11-08, 11-09, 11-10, 11-11, 11-12, 11-13, 11-14, 11-15, 11-16, 11-17, 11-18, 11-19, 11-20, 11-21, 11-22, 11-23, 11-24, 11-25, 11-26, 11-27, 11-28, 11-29, 11-30, 11-31, 11-32, 11-33, 11-34, 11-35, 11-36, 11-37, 11-38, 11-39, 11-40, 11-41, 11-42, 11-43, 11-44, 11-45, 11-46, 11-47, 11-48, 11-49, 11-50, 11-51, 11-52, 11-53, 11-54, 11-55, 11-56, 11-57, 11-58, 11-59, 11-60, 11-61, 11-62, 11-63, 11-64, 11-65, 11-66, 11-67, 11-68, 11-69, 11-70, 11-71, 11-72, 11-73, 11-74, 11-75, 11-76, 11-77, 11-78, 11-79, 11-80, 11-81, 11-82, 11-83, 11-84, 11-85, 11-86, 11-87, 11-88, 11-89, 11-90, 11-91, 11-92, 11-93, 11-94, 11-95, 11-96, 11-97, 11-98, 11-99, 11-100).  
All driveways and vehicle parking areas shall be hard-surfaced. No gravel  
or stone driveways shall be permitted on any lot. All homes in Meadow  
Creek, Section II, which abut developed commercial property will have a 6'  
solid wood privacy fence at the rear of their property line installed by  
developer or builder and maintained by the corporation.

1.03. No basement, swimming pool, tennis court, fence, wall, hedge,  
or other enclosure, or any utility meter, shall be erected, placed or  
maintained on any lot in said subdivision, nor shall any change, addition  
to or alteration thereof affecting the outward appearance thereof be made  
unless the same shall be in accordance with detailed plans and  
specifications therefor showing the size, location, type architectural  
design, quality, use and material of construction thereof, the color  
scheme, therefore, the grading plan of the lot, and the finished grade  
elevation thereof, which detailed plans and specifications have first been  
approved in writing by the corporation and the Town of WhiteLand.

1.04. No structure or any part thereof, such as a fence, hedge,  
wall, or other enclosure which shall first have been approved as provided  
in paragraph 1.03. above, shall be erected, placed or maintained on any lot  
near to the front or street line or lines than the building setback line  
or lines shown on the recorded plat. No structure of any sort shall be  
erected, placed or maintained on any lot nearer to any side lot line or  
rear lot line than is permitted by the appropriate zoning and building  
requirements of the Town of WhiteLand.

1.05. No portion of any residential lot or structure thereon shall  
be used or permitted to be used for any business purpose whatsoever;  
provided, however, the foregoing shall not apply to the various activities,  
or the construction and maintenance of buildings, if any, of Owner, its  
agents or assigns, during the construction and sale period. In addition,  
no noxious, offensive, or unreasonably disturbing activity shall be carried  
on upon any part of said subdivision, nor shall anything be done thereon  
which may be or become an annoyance or nuisance in said subdivision.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary  
shelter or housing device shall be maintained or used as a residence,  
temporarily or permanently, in said subdivision. No dwelling erected in  
said subdivision shall be used as a residence until an Occupancy Permit has  
been obtained by the Town of WhiteLand.

# SECTION TWO

## INDIANA

### CONDITIONS AND RESTRICTIONS ON SECTION TWO LAND DEVELOPMENT (JOHNSON COUNTY)

INC., (sometimes referred to as Meadow Creek Subdivision, Section Two and/or all present and future owners and all sections of the Meadow within described covenants, ascribed in said plat. In addition, Homeowners Association, present and future owners or following development standards, run with the land: Meadow Creek Subdivision, Section Two, all dwellings in accordance with the covenants, Section Two, by the Town of purpose not presently permitted by

I have a minimum of 1000 square feet for each detached garage, which shall have a minimum of 10' clearance from the building and shall be hard-surfaced. No gravel driveway shall be permitted on any lot. All homes in Meadow Creek Subdivision shall have a 6' setback from the property line to any structure, fence, wall, hedge, or driveway. No structure, fence, or driveway shall be erected, placed or maintained on any lot unless it has been approved as provided in the subdivision plat. No structure or driveway shall be placed on any lot closer to any side lot line or street than the finished grade of the lot, and the finished grade shall be maintained. All specifications have first been approved by the Town of Whitefish Bay, Wisconsin. No structure, fence, or driveway shall be placed on any lot unless it has been approved as provided in the subdivision plat. No structure or driveway shall be placed on any lot closer to any side lot line or street than the finished grade of the lot, and the finished grade shall be maintained. All specifications have first been approved by the Town of Whitefish Bay, Wisconsin. No structure, fence, or driveway shall be placed on any lot unless it has been approved as provided in the subdivision plat. No structure or driveway shall be placed on any lot closer to any side lot line or street than the finished grade of the lot, and the finished grade shall be maintained. All specifications have first been approved by the Town of Whitefish Bay, Wisconsin.

1.07. Any boat, bus, tent, camper, trailer, truck (exceeding one (1) ton) or other similar housing or recreational device, if stored on any said lot in excess of thirty (30) days, shall be housed within a garage building. No tractor trailer shall be parked for over six (6) hours in the subdivision.

1.08. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or grass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the corporation or its successors and assigns.

1.09. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon except upon terms and conditions acceptable to and approved by the Meadow Creek Subdivision Homeowners Association.

1.10. Sight Distance at Intersections: No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. Television antennas shall be no higher than 5' above the peak of the roof. No towers of any kind including, but not limited to, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.15. No structure shall be erected, placed or maintained on any lot unless it has been approved as provided in the subdivision plat. No structure or driveway shall be placed on any lot closer to any side lot line or street than the finished grade of the lot, and the finished grade shall be maintained. All specifications have first been approved by the Town of Whitefish Bay, Wisconsin.

1.15. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the corporation; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.16. No lot owner shall alter, impair or change any easement without first obtaining the written consent of the corporation and the lot owner or owners for whose benefit such easement exists.

1.17. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the corporation or their successors and assigns.

1.18. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled, maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.19. No individual water supply system or sewage disposal system shall be permitted on any lot. No geothermal system shall be installed without prior approval by all applicable agencies and the corporation. Solar heating systems of any nature must be approved by the corporation to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.20. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on private roads, are not to be altered, dug out, filled in, tiled, or raised. Property owners without the written permission of the Town of Whiteand. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Town of Whiteand. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action.

ARTICLE 2. Homeowners Association

A not-for-profit corporation to be known as Meadow Creek Subdivision Homeowners Association, Inc., (sometimes referred to herein as "corporation"), shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

2.01. The Meadow Creek Subdivision Homeowners Association, Inc., shall be guided by three (3) directors who initially shall be appointed by the undersigned at incorporation. Each lot owner of a lot in Meadow Creek Subdivision shall become a shareholder of said corporation upon purchase of said lot.

2.02. The directors of said corporation shall serve until their successors are elected. Upon the incapacity, resignation or death of a director of the corporation, his successor shall be appointed by the remaining directors of the corporation within six (6) months of the incapacity, death or resignation of a director. In the event of the incapacity, resignation or death of a director of the corporation, and his successor is not appointed within six (6) months thereafter, the successor director shall be elected by the owners of a majority of the lots in said subdivision.

2.03. The corporation shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Town of Whiteand.



# MEADOW CREEK - SECTION TWO

## WHITELAND, INDIANA

any kind shall be erected or approved by the corporation; and signs and/or assigns to advertise lots in connection and initial sales period. It, impact or change any easement consents of the corporation and the lot which easement exists. Combustible and non-combustible, and retained in containers entirely within regulations for the storage. Debris, leaves and garbage may from corporation or their successors and tion of gas, water, oil or otherwise permanent purposes shall be designed. Such premises be otherwise used in any way reasonably disturb the peaceable use of apply system or sewage disposal system Geothermal system shall be installed. icable agencies and the corporation. e must be approved by the corporation as for to construction. Lot owners are systems shall not be approved unless their the structure and adjacent properties. (chase) or drainage station areas along right-of-way, bridge, paved easements, lines, or installation, unless changed the name of White Creek. Property owners ded grassways, or other non-fording rking areas must be maintained on the drainage easement or ditches will not be may be constructed over these swales or ed culverts or other approved structures of Whiteland. Any property owner altering, age swales or ditches will be held

### ASSOCIATION

to be known as Meadow Creek Subdivision, on, Inc., (sometimes referred to herein as hed to carry out the functions set forth and Covenants. Division Homeowners Association, Inc., ctors who initially shall be appointed by

Each lot owner of a lot in Meadow Creek order of said corporation upon purchase of d corporation shall serve until their incapacity, resignation or death of a successor shall be appointed by the ation within six (6) months of the of a director. In the event of the of a director of the corporation, and his six (6) months thereafter, the successor owners of a majority of the lots in said i have the sole and exclusive right to d lots in said subdivision and to fix the i hereafter be erected or placed thereon he general plan of development. All such dished on the engineering plans submitted Whiteand.

2.04. in requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the corporation, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

2.05. All plans and specifications submitted to the corporation for consideration must be prepared by a registered architect or civil engineer, in an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the corporation reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

2.06. The corporate approval or disapproval as required in these Covenants shall be in writing, and any determination made by the corporation in good faith shall be binding on all parties in interest. If the corporation shall fail to approve, disapprove, or request additional information with respect to any proposed plans and specifications within sixty (60) days after the same shall have been submitted in writing to it for approval, such plans and specifications shall be deemed to have received the approval of said corporation.

2.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Whiteand, Johnson County, Indiana shall not issue an Improvement Location permit for any dwelling upon any lot in this development.

2.08. The corporation, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the corporation or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to be in violation hereof, and said corporation or their successors and assigns shall not be liable therefor or any acquiescence in, reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the corporation, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the corporation may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

2.09. Meadow Creek Subdivision, Section Two, may contain certain open space lying within the plat and certain landscaped areas lying within the public rights-of-way (landscaped entryway and signage). In addition, landscape easement areas may be imposed on a portion of certain lots. The corporation shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in Meadow Creek Subdivision, Section Two, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located in Meadow Creek Subdivision, Section Two. In addition, upon approval of a majority of the lot owners in Meadow Creek Subdivision, Section Two, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

# SECTION TWO

## INDIANA

detailed plans and fees hereto have in mind the naturally harmonious, artistic and approving or withholding its actions so submitted, the may consider the tied with relation to its artistic and architectural it is proposed to be made, and the interest and benefit of is a whole. submitted to the corporation for ed architect or civil engineer. ally used by architects and or changes that generally would and specifications, such as r plan or replacing a mailbox of professionally prepared that the corporation reserves e the opinion of a professional of any proposal before giving

approval as required in these emination made by the on all parties in interest. If approve, or request additional ans and specifications withn een submitted in writing to it shall be deemed to have

h the foregoing minimum living ohnson County, Indiana shall not y dwelling upon any lot in this o those remedies granted to it d infjunctions and other judicial f any action or condition which igns determine to be in he property upon which violation and said corporation or their thereof be guilty in any manner noval, or liable for damages by Any failure to enforce these heretof or any acquiescence in, uccessing violation hereof. If, n of the shape, dimensions or vision, enforcement of these ure would constitute a hardship, h will, in its judgment, be in sision as a desirable

ion Two, may contain certain n landscaped areas lying within ay and signage). In addition, a portion of certain lots. The onto such open space, public from time to time as it deems open space, landscaped areas and hich are located in Meadow Creek ate in the reasonable and proper scaped areas and landscape division, Section Two. In he lot owners in Meadow Creek r services such as snow removal appropriate municipal

In order to provide the funds necessary to pay for the services and provisions of these Restrictions and Covenants, the corporation shall be empowered to levy, assess and collect from each and every lot owner in said Meadow Creek Subdivision, Section Two. Such sums as may be approved by a vote of not less than 75% of the other occupants of residences in Meadow Creek Subdivision. Any amount so assessed or levied shall become a lien on each lot. 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 corporation may cause to be filed with the Johnson County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

2.10. The corporation has the power to expend its money on the reasonable care and proper maintenance of the retention ponds, entrance sign, landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Meadow Creek Subdivision, Section Two, and such other community services approved by a majority of the lot owners in Meadow Creek Subdivision. The corporation herein established shall act as the Homeowners Association of Meadow Creek Subdivision, Section Two, for purposes of establishing a budget for the maintenance of the retention ponds, entrance sign, landscaped areas and "easement areas" and the provision of other approved services as described above, and divide the cost of same among the lot owners in Meadow Creek Subdivision.

2.11. Only those homeowners/lotowners on lots 41, 49-61 inclusive will be assessed for the liability insurance and maintenance of the retention pond through the Homeowner's Association. The amount of such insurance is to be not less than One Million Dollars (\$1,000,000). The amount to be levied for said insurance and maintenance is to be determined by the Homeowner's Association. Until Section I and II of the Meadow Creek Subdivision are turned over to the Meadow Creek Homeowner's Association, the Developer of Sections I and II, (Melody Communities, Inc.), will share in the cost of such liability insurance and maintenance of the retention ponds on a pro-rata share with the owners of lots on the retention ponds in the Meadow Creek Subdivision. At such time Sections One and Two of Meadow Creek Subdivision are turned over to the Homeowner's Association, only the owners of lots on the retention ponds in Section I and II of Meadow Creek shall share in the cost of the liability insurance and maintenance for said retention ponds.

2.12. No owner of any lot in Meadow Creek Subdivision, Section Two, shall do or permit to be done any action or activity which could result in the pollution of the retention ponds, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper retention pond management, or otherwise impair or interfere with the use of the retention ponds for drainage and related purposes for the benefit of Meadow Creek Subdivision, Section Two. There will be no public access to the retention ponds. Only those homeowners on lots 41 and 49-61 inclusive, will have access to said retention ponds.

2.13. No drilling or motorized boating activity shall be conducted in, on or above said Retention Ponds area.

2.14 The corporation may from time to time establish rules regarding the use of the retention ponds and related drainage and utility easement areas, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Meadow Creek Subdivision, Section Two, and their guests as well as any other person or property in the vicinity of the retention ponds and drainage and utility easement areas and/or are established to assure the continued service of the said areas for the purpose for which it was designed.

2.15. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the corporation may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said corporation. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said corporation, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said corporation. The right of assignment hereby reserved to the corporation is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the corporation may determine. Whenever in this instrument reference shall be deemed to include the successors and assigns of said corporation.

#### ARTICLE 3. Other Conditions

3.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrative successors and assigns until January 1, 2017, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

3.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

3.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

3.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

3.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

3.06. Any corporation or association which may be the transferee or assignee as provided in paragraph 2.15 hereof shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as are set forth in paragraphs 2.10 and 2.11 hereof for the Meadow Creek Subdivision Homeowners Association.

