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DECLARATION OF RESTRICTIONS
THE MEADOWS

THIS DECLARATION made this 29 day of December, 1993, by Precedent Partners I, L.P., an Indiana limited partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the lands contained in the area described in Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided and part of a planned development known as "The Meadows" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the office of the Recorder of Hamilton County, Indiana, and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and the future owners thereof:

NOW, THEREFORE, The Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, to exclude any real estate from the Development, or to include additional real estate.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean The Meadows Development Control Committee, composed of three members appointed by the

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This instrument was recorded on _____
Sharon K. Cherry, Recorder Hamilton County, IN

Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean The Meadows Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 11 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "Blocks", whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every lot in the Development, unless it is otherwise designated by the Developer on the plats, is a residential lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house and such outbuildings as are usually accessory to dwelling houses.

B. Accessory Outbuildings. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single-family dwelling house, and in no event shall any such accessory outbuilding which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. There shall be no detached garages on any lot in the Development. Accessory outbuildings shall be limited to 100 square feet and be designed, painted and roofed to match the home constructed on the lot. Notwithstanding the foregoing, no outbuildings shall be permitted on any lot until three (3) years after the date of recording of these Declarations.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties. That the foregoing is subject to the rules, regulations and ordinances of the City of Noblesville and of its building commissioners

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, or accessory buildings shall be as specified in the recorded plats of the various sections of the Development. Basements shall not be included in the computation of the minimum living area.

B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the record plat, no dwelling house or above-grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(iii) Front Yards. The front building set-back lines shall be the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development.

(iv) Side Yards. The side yard set-back lines shall be as set forth on the individual plats of the Development.

(v) Rear Yards. The rear set-back line shall be as set forth on the individual plats of the Development.

C. Fences and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two (2) trees growing upon it in the front yard by the time the house is completed. In addition to the aforementioned trees, the Noblesville Subdivision Control Ordinance requires the planting of street trees. The builder of each home in the Development shall plant trees between the curb and sidewalk at the distance prescribed in said Ordinance. Maintenance and replacement if necessary, of these trees shall be the responsibility of the owner.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material acceptable to and approved by the Development Control Committee.

All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

E. Heating Plants and Garages. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Geo-Thermal heat pumps shall be a closed loop system. Every house in the Development must have a garage.

F. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

G. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

H. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(vi) Within forty-five (45) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

I. Association's Right to Perform Certain Maintenance.

In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee). By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer, the Association or the City of Noblesville in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer, nor the Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of

the City of Noblesville and the Hamilton County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. YARD LIGHTS REQUIRED ON EACH LOT IN THE DEVELOPMENT. At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed a dusk to dawn yard light in the front yard of his lot. The design, type and location of the yard light shall be subject to the approval of the Committee which may require, for the purpose of uniformity and appearance, that said yard light be purchased from the Developer or its designee. The location of said yard light shall be two feet (2') behind the right of way and five feet (5') from the driveway, and said yard light shall be a minimum of 120 watts. It shall be owner's responsibility to keep the yard light in operation at all times. (The pole and light must be uniform and replaced with like pole and light)

6. MAILBOXES. Owners of a lot in the Development shall install or cause to have installed a mailbox which shall be in accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

7. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be carried on on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee except for real estate sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No campers, trailers, boats, or similar vehicles shall be parked on any street or lot in the Development. No boat or truck, one (1) ton or larger in size, shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development, or the users of any street in the Development.

E. Garbage and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in Subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

I. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the City of Noblesville or the Hamilton County Drainage Board, and of the appropriate zoning bodies. It shall be the responsibility of the owner of a lot to ensure that any contractor hired on his behalf shall in no way alter or cause the obstruction of the surface or subsurface drainage system.

J. Utility Services. No utility services shall be installed, constructed, repaired, replaced and/or removed under finished streets except by jacking, drilling or boring and shall require the approval of the City of Noblesville or Hamilton County, whichever has jurisdiction.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

L. Prohibition of Antennas. No exposed radio, cable and television antennas shall be permitted within the Development, unless in the opinion of The Meadows Architectural Control Committee technological advances have reached the degree where said antennas are hidden from view or are aesthetically screened. Under no circumstances shall a satellite dish which is larger than 20 inches in diameter be installed or permitted on any lot. Additionally, no satellite dish shall be installed without the prior written approval of The Meadows Architectural Control Committee. All permitted satellite dishes shall be aesthetically concealed, by landscaping or otherwise, from view on all sides by other Owners in the neighborhood, and shall be installed so as not to constitute a nuisance or offensive effect on other Owners in the neighborhood.

8. THE MEADOWS DEVELOPMENT CONTROL COMMITTEE.

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by three (3) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete,

or show the proposed improvement to be in violation of these Restrictions;

(b) The design, color scheme or building material of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(c) The proposed improvement, or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

(iv) Power to Publish Architectural Guidelines. The Committee shall have the power to publish Architectural Guidelines which shall be binding upon every owner in the development. Furthermore, the Committee is empowered to amend said Guidelines from time to time by publication of Amended Guidelines. Printing and distribution of Architectural Guidelines, as amended from time to time, shall constitute publication.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of his Architectural Control Committee, then the Directors of the Association, or their

designees, shall continue the functions of the Committee with like powers.

9. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single-dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single-dwelling house shall be treated as a single lot for the purpose of applying

these Restrictions to said lots, so long as the lots remain improved with one single-dwelling house.

10. OWNERSHIP, USE AND ENJOYMENT OF COMMONS.

A. "Commons" and "Commons Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat. Any commons depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the commons, is granted to the persons who are from time to time members of the Association. Ownership of any commons shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such commons to the Association.

B. The Developer shall retain ownership of Block D located adjacent to 191st Street and reserves unto itself the right to sell, transfer and convey all or any part of this block to any person or persons for a use or purpose the Developer deems appropriate. At the Developer's discretion said transfer or conveyance may contain deed restrictions with regard to the use of the property.

11. THE MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(i) There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "The Meadows Property Owners' Association, Inc.", which is referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) On the date the Developer sells the last lot which it owns in the Development, and the Developer no longer owns any lots or land in the Development; or

(b) On January 1, 2000.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

D. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall maintain the entrance landscaping, signage and the landscape easements shown on the plat(s) and shall keep such areas in a neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair the Common Areas shown on the plat(s) including improvements thereon.

(iii) The Association shall provide for the operation, management and maintenance of the swimming pool and related facilities located within the Development.

(iv) The Association shall maintain the water retention areas/blocks shown on the plat(s) as part of the overall drainage system to serve the development.

(v) The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance and such other insurance as it deems necessary or advisable. The Association shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association, the Associations' Board of Directors and the Developer;

(2) a statement that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or nonrenewal.

(3) all liability insurance shall not exclude coverage for claims made by owners/members and shall also name the Developer as an additional insured.

(vi) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

12. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as

hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and improvements, operated or maintained by the Association, and the landscape easements on the Development and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

D. Notice and Quorum for Any Action Authorized Under Section C. Written notice of any meeting called for the purpose of taking any action authorized under Section C for Special Assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

E. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of annual

assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

F. Effect of Non-Payment of Assessments: Remedies of the Association. Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such

lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action, or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

H. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association together with the right to use the facilities of the Association, of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association. Written notice of said suspension shall be sent to any property owner whose voting rights or privileges of membership are to be suspended.

13. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

14. EFFECT OF BECOMING AN OWNER.

The owners of any lot subject to these Restrictions by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of the

Developer, Committee and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with the Developer, Committee and the Association and to and with the owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

15. TITLES.

The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

16. DURATION.

The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2080, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by a two-thirds majority vote of those persons who are then the owners of the numbered lots in the Development. Prior to January 1, 2080, amendment to these Restrictions may be accomplished by a two thirds majority vote of the members of both the Class A and Class B members. Such amendment shall not be valid unless recorded in the Office of the Recorder of Hamilton, County, Indiana.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and sale of lots shall continue, it shall be impermissible for any person or entity to record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Development without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer. This paragraph may not be amended without the express written consent of the Developer; provided, however, the rights contained in this paragraph shall terminate upon the earlier of (a) ten (10) years from the date this Declaration is recorded, or (b) upon recording by Developer of a written statement that all sales activity has ceased.

17. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

18. This subdivision and the lots and improvements located therein, are also subject to the terms, conditions, and restrictions set forth in Noblesville Ordinance No. 31-7-93 which was passed and signed by the Noblesville Common Council and the Mayor on the 26th day of July, 1993, which Ordinance was recorded as Instrument No. 9336045 on July 29, 1993, in the Office of the Recorder of Hamilton County, Indiana.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

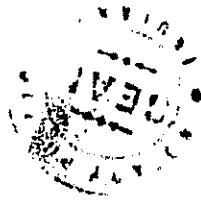
IN TESTIMONY WHEREOF, witness the signature of the Declarant this 29 day of DECEMBER, 1993.

PRECEDENT PARTNERS I, L.P.,
An Indiana limited partnership

By: [Signature], SECRETARY
PRECEDENT DEVELOPMENT, INC.
GENERAL PARTNER

ATTEST:

[Signature]
Timothy C. Peterson
General Contractor



STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared LOYD R. HUFF and Timothy C. Peterson, the SECRETARY/Treasurer and General Contractor, respectively of Precedent Partners I, The Meadows, who acknowledged execution of the foregoing Declaration of Restrictions for and on behalf of said Precedent

9364929

Partners I, and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 27th day of DECEMBER, 1993.

Judith E. Fierison
Notary Public
Printed: JUDITH E. FIERISON

My Commission Expires: _____
My County of Residence: _____

JUDITH E. FIERISON
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. FEB. 10, 1995

THIS INSTRUMENT WAS PREPARED BY JOHN F. CULP
ATTORNEY AT LAW

EXHIBIT "A"

Part of the North Half of Section 29 and part of the South Half of Section 20, all in Township 19 North, Range 5 East, Second Principal Meridian, Noblesville Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 29, Township 19 North, Range 5 East, Second Principal Meridian, Noblesville Township, Hamilton County, Indiana; thence South 00 degrees 01 minute 34 seconds East (assumed bearing) on the East line of said Northeast Quarter 1620.54 feet to the Southeast corner of 50 acres of the North end of the East Half of said Northeast Quarter; thence South 88 degrees 39 minutes 07 seconds West parallel with the North line of said Northeast Quarter 1345.22 feet to the West line of the East Half of said Northeast Quarter; thence South 00 degrees 02 minutes 06 seconds West on the West line of the East Half of said Northeast Quarter 1026.91 feet to the South line of said Northeast Quarter; thence South 88 degrees 55 minutes 59 seconds West on the South line of said Northeast Quarter 583.97 feet to a point located South 88 degrees 55 minutes 59 seconds East 759.28 feet from the Southwest corner of said Northeast Quarter; thence North 02 degrees 29 minutes 11 seconds West 263.48 feet; thence South 88 degrees 48 minutes 09 seconds West 75.85 feet; thence North 01 degree 11 minutes 51 seconds West 384.23 feet; thence South 88 degrees 48 minutes 09 seconds West 381.00 feet; thence South 01 degree 11 minutes 51 seconds East 270.60 feet; thence South 70 degrees 11 minutes 06 seconds East 43.84 feet; thence South 12 degrees 55 minutes 33 seconds West 124.00 feet; thence South 77 degrees 04 minutes 27 seconds East 209.14 feet; thence South 01 degree 11 minutes 51 seconds East 190.03 feet to a point located on the South line of said Northeast Quarter at a point South 88 degrees 55 minutes 59 seconds East 510.00 feet from the Southwest corner of said Northeast Quarter; thence South 88 degrees 48 minutes 09 seconds West on the South line of said Northeast Quarter 510.00 feet to the Southeast corner of the Northwest Quarter of Section 29; thence South 88 degrees 52 minutes 34 seconds West on the South line of said Northwest Quarter 985.73 feet; thence North 01 degree 07 minutes 26 seconds West 25.00 feet to the Easterly right-of-way line for State Road #37 per I.S.H.C. plans for Project #824, Section 3, dated 1954; thence North 49 degrees 08 minutes 22 seconds West (this and the next six (6) course are on said Easterly right-of-way line) 171.22 feet to the point of curvature of a non-tangent curve whose radius point bears South 80 degrees 26 minutes 24 seconds East 3733.16 feet from the point of curvature; thence Northeasterly on said curve an arc distance of 2801.06 feet to the point of tangency of said curve; thence North 52 degrees 33 minutes 00 seconds East tangent to the last described curve 1464.10 feet; thence North 54 degrees 02

9364729

minutes 22 seconds East 500.17 feet; thence North 52 degrees 33
minutes 00 seconds East 300.00 feet; thence North 50 degrees 41
minutes 13 seconds East 400.21 feet; thence North 52 degrees 33
minutes 00 seconds East 349.72 feet to the East line of the
Southeast Quarter of Section 20 in said Township and Range; thence
South 00 degrees 01 minute 32 seconds West on the East line of said
Southeast Quarter 1586.81 feet to the point of beginning,
containing 199.54 acres, more or less.

Subject to the right-of-way for 191st Street.

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

This Instrument Recorded 12-29-93
Sharon K. Cherry, Recorder Hamilton County, IN

9364929

9422420

This instrument recorded MAY 13 1994
Staron K. Cherry, Recorder, Hamilton County, IN

AMENDMENT TO DECLARATION OF RESTRICTIONS
OF THE MEADOWS

THIS DECLARATION made this 13TH day of May, 1994, by
Precedent Partners I, L.P., an Indiana limited partnership,
(hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer is the owner of the land contained in
the area described in Exhibit A, attached hereto and made a part
hereof, which land will be subdivided and is a part of a planned
development known as "The Meadows" (hereinafter referred to as the
"Development"); and,

WHEREAS, on the 29th day of December, 1993, the Developer
recorded the Declaration of Restrictions for the Development in the
Recorder's Office of Hamilton County, Indiana, and said Declaration
of Restrictions for the Development was recorded as Instrument No.
93-64929; and,

WHEREAS, the Developer is still the fee simple title owner of
record of all the real estate described in Exhibit A; and,
therefore, the Developer is empowered and has the authority to
amend the aforementioned Declaration of Restrictions for the
Development; and,

WHEREAS, the Developer finds it necessary to amend Paragraph
A of Item 12 (which is entitled "Covenants for Maintenance
Assessments"), of the said Declaration of Restrictions for the
Development recorded as Instrument No. 93-64929 in the Office of
the Recorder of Hamilton County, Indiana, by adding at the end of
the said Paragraph A, the following sentence:

"At Developer's discretion a builder would not be mandated to
participate in the Property Owner's Association on any lot it
purchases unless said lot is held by the builder for a period
of six (6) months or longer."

NOW, THEREFORE, the Declaration of Restrictions of the
Development recorded December 29, 1993, as Instrument No. 93-64929
in the Office of the Recorder of Hamilton County, Indiana, is
hereby amended by the addition of the following sentence at the end
of Paragraph A of Item 12 which is entitled "Covenants for
Maintenance Assessments", and the said sentence to be added
thereunder shall read as follows:

"At Developer's discretion a builder would not be mandated to
participate in the Property Owner's Association on any lot it
purchases unless said lot is held by the builder for a period
of six (6) months or longer."

INSTR # 94 2/2420

Except as set forth hereinabove, all of the other terms, conditions, and covenants contained in the aforementioned recorded Declaration of Restrictions for the Development shall remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment on the date and year first above written.

PRECEDENT PARTNERS I, L.P.
An Indiana Limited Partnership

By: L. Howe
Lloyd R. Howe,
Secretary-Treasurer, Precedent
Development LLC, General Partner

ATTEST:
Jana L. Hinesley

RECEIVED
FOR RECORD
MAY 13 PM 3:57
SUSAN M. CHERRY
NOTARY PUBLIC
HAMILTON, CO. IN

STATE OF INDIANA)
COUNTY OF) SS:

Before me, a Notary Public in and for said County and State, personally appeared Lloyd R. Howe and JANA L. HINESLEY, the Secretary-Treasurer and PRECEDENT DEVELOPMENT LLC, General Partner of Precedent Partners I, L.P., who acknowledged execution of the foregoing Amendment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of May, 1994



John P. Culp
Notary Public
Printed: JOHN P. CULP

My Commission Expires: 8-12-95
My County of Residence: HAMILTON

This instrument was prepared by John P. Culp, Attorney at Law.

9422420



EXHIBIT "A"

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Subject to the right-of-way for 191st Street.

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

This instrument recorded MAY 13 1994
Sharon K. Cherry, Recorder, Hamilton County, OH

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