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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MEADOWLANE HOMEOWNERS, INC.

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 OF
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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MEADOWLANE HOMEOWNERS, INC.

THIS DECLARATION, made on the date hereinafter set forth
by Falender Homes Corp./Indiana, hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
Indianapolis, County of Marion, State of Indiana:

Part of the Southeast Quarter of Section 23
of Township 16 North of Range 2 East in Marion
County, Indiana, more particularly described as
follows:

Beginning on the North line of said Quarter
Section, 465.02 feet, South 89 degrees 33 minutes
48 seconds West of the Northeast corner of
said Quarter Section; thence South 00 degrees
06 minutes 48 seconds West and parallel with
the East line of said Quarter Section, 193.54
feet to a curve having a radius of 150.00 feet,
the radius point, of which, bears North 89 degrees
53 minutes 12 seconds West; thence Southwesterly
along the said curve, 235.62 feet to a point
which bears South 00 degrees 06 minutes 48
seconds West from the said radius point; thence
North 89 degrees 53 minutes 12 seconds West
64.08 feet to a curve having a radius of 708.15 feet,
the radius point, of which, bears South 00
degrees 06 minutes 48 seconds West; thence
Westerly along the said curve 77.20 feet to a
point which bears North 06 degrees 07 minutes
57 seconds West from the said radius point;
thence South 83 degrees 52 minutes 03 seconds
West, 53.28 feet to the angle point in the
North line of Lot #676 in "Falender's Meadowood -
Third Addition - Part Four", the plat of which
was recorded September 21, 1967, as Instrument
67-45846 in the Office of the Recorder of
Marion County, Indiana; thence South 45 degrees
06 minutes 48 seconds West along the Northwest
line of Lots #676 through #679 in the said
Addition, 284.14 feet; thence South 00 degrees
06 minutes 48 seconds West along the West line

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of Lot #679 through #689 in the said Addition, 837.43 feet; thence South 83 degrees 06 minutes 48 seconds West along the North line of "Falender's Meadowood - Third Addition - Part Five", the plat of which was recorded December 16, 1968, as Instrument #68-65290 in the Office of the Recorder of Marion County, Indiana, 409.47 feet to the East right-of-way line of Interstate Highway #465; thence North 00 degrees 09 minutes 48 seconds East along said right-of-way line, 1332.66 feet to the South right-of-way line of West 34th Street; thence North 83 degrees 52 minutes 03 seconds East along said South right-of-way line 403.03 feet; thence North 84 degrees 33 minutes 46 seconds East along said South right-of-way line, 401.53 feet; thence North 00 degrees 26 minutes 12 seconds West, 25.00 feet to the North line of said Quarter Section; thence North 89 degrees 33 minutes 48 seconds East along said North line, 150.22 feet to the point of beginning, containing 16.681 acres, more or less.

The property which is the subject of this Declaration consists of the first two sections designated Falender's Meadow Lane Addition Sections One and Two, respectively, and consisting of 112 Lots is contained within the northerly part of the above-described 16.681 acre tract. However, the annexation of the additional territory contained in the above-described 16.681 acre tract may be automatically included within this Declaration by a simple Supplemental Declaration, and such portion executed and recorded by Declarant, and such action shall require no approvals or other action by either the Board of Directors or the Members of Meadowlane Homeowners, Inc.

The property which is the subject of this Declaration consisting of 10.812 acres is more particularly described as follows, to-wit:

Part of the Southeast Quarter of Section 23, Township 16 North of Range 2 East in Marion County, Indiana, being more particularly described as follows:

Beginning on the North line of the said Quarter Section, South 89 degrees 33 minutes 48 seconds West 465.02 feet from the Northeast corner of the said Quarter Section; thence South 00 degrees 06 minutes 48 seconds West parallel with the East line of the said Quarter Section, 193.54 feet to a curve

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having a radius of 150.00 feet, the radius point of which, bears North 89 degrees 53 minutes 12 seconds West; thence Southwesterly along the said curve 235.62 feet to a point which bears South 00 degrees 06 minutes 48 seconds West from the radius point of the said curve; thence North 89 degrees 53 minutes 12 seconds West, 64.08 feet to a curve having a radius of 708.15 feet, the radius point of which, bears South 00 degrees 06 minutes 48 seconds West; thence Westerly along the said curve 77.20 feet to a point which bears North 06 degrees 07 minutes 57 seconds West from the radius point of the said curve; thence South 83 degrees 52 minutes 03 seconds West, 53.28 feet to the angle point in the Northerly line of Lot #676 in "FALENDER'S MEADOWOOD THIRD ADDITION - PART FOUR", the plat of which, was recorded September 21, 1967, as Instrument #67-45846, in the Office of the Recorder of Marion County, Indiana; thence South 45 degrees 06 minutes 48 seconds West along the Northwesterly line of Lots #676 through #679 in the said Addition, 270.14 feet; thence continue South 45 degrees 06 minutes 48 seconds West 14.00 feet to the angle point in Lot #679 in the said Addition; thence South 00 degrees 06 minutes 48 seconds West, 291.72 feet along the West line of the said Addition; thence North 89 degrees 53 minutes 12 seconds West, 227.00 feet, thence North 00 degrees 06 minutes 48 seconds East, 133.50 feet; thence North 89 degrees 53 minutes 12 seconds West, 178.79 feet to the East right-of-way line of Interstate Highway 465; thence North 00 degrees 09 minutes 48 seconds East along the said East right-of-way line, 603.53 feet to the South right-of-way line of West 34th Street as conveyed by grant recorded in Deed Record 1752, page 100, in the Office of the Recorder of Marion County, Indiana; thence North 83 degrees 52 minutes 03 seconds East along the said South right-of-way line 285.47 feet; thence continue North 83 degrees 52 minutes 03 seconds East along said South right-of-way line 117.56 feet to the angle point in the said South right-of-way line; thence North 84 degrees 33 minutes 46 seconds East, along the said South right-of-way line, 401.53 feet; thence North 00 degrees 26 minutes 12 seconds West 25.00 feet to the North line of the said Quarter Section; thence North 89 degrees 33 minutes 48 seconds East along the said North line, 150.22 feet to the Place of Beginning, containing 10.812 acres, more or less.

Subject to highways and rights-of-way.

NOW THEREFORE, Declarant hereby declares that all of the properties which are the subject of this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose

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of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Meadowlane Homeowners, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lots" shall mean and refer to any plot, plots, or parts of plots of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, upon which one dwelling unit is constructed.

Section 6. "Declarant" shall mean and refer to Falender Homes Corp./Indiana, its agents and employees, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Class I Lots" shall mean and refer to any Lot upon which there is a residence or single family unit which has been completed as evidenced by an appropriate evidence of compliance.

Section 9. "Class II Lots" shall mean and refer to any vacant Lot or Lot upon which a residence or single family unit has not been occupied.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid: and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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(d) the right of the Association to limit the number of guests of members.

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof with the assent of two-thirds (2/3) of each class of members, to mortgage said properties and the rights of such mortgagee in such properties shall be sub-ordinate to the rights of the homeowners hereunder.

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person

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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 Declarant and 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) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or,
- (b) on June 30, 1975.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed thereof, 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, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a

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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 attorney's 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to the Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 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 each class of 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 60 days following the preceding meeting.

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Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Class I Lots, and Class II Lots, although the assessments on all Class II Lots shall be fixed at 26% of the assessment upon all Class I Lots.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate

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of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a lot, hereby expressly vests in Meadowlane Homeowners, Inc., or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of all other Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 9. Subordination of the Lien to Mortgages. 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. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the affecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon

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the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to affect a management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 12. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all living units, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual living units, shall be common expenses. All such insurance coverage, including insurance on individual living units obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the home owners in equal proportions. Insurance on individual living units obtained by such home owners may be written in the name of the individual Owners. Premiums for insurance obtained by the Board of Directors on individual living units shall not be part of the common expense but shall be an expense of the specific living unit or units so covered and

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a debt owed by the Owners, and shall be collectible by any lawful procedure permitted by the laws of the State of Indiana. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, at his own expense, insure his own living unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental Agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of

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Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged living units in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such living units to make up any deficiency, except that the special assessment shall be levied against all such home owners, as established by Article VI, Section 4, above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a living unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such living units. Such payments shall be made to all such owners and their mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any living unit or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the living unit in a good workmanlike manner in

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conformance with the original plans and specifications of said living units. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the living unit area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such living unit in a good and workmanlike manner in conformance with the original plans and specifications of the living units. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

Notwithstanding the foregoing provisions of this Section 12, it is further provided that the requirement for the maintenance of insurance on a living unit shall not apply to any living unit acquired by the Veteran's Administration or Federal Housing Administration under a mortgage foreclosure during the period of ownership by either of said Veteran's Administration or Federal Housing Administration.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature,

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kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and connects two dwelling units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

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Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.)

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ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and interiors of garage areas and other exterior improvements. (Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than four plex buildings, being single family living units joined together by a common exterior roof and foundation, shall be constructed. No

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structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said living units to maintain during the period of construction and sale of said living units, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said living units, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any living unit or any resident thereof. No business activities

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of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period and of Meadowlane Homeowners, Inc., a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Indiana, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring living units and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Except in the individual patio areas appurtenant to a living unit, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed

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by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Meadowlane Homeowners, Inc., and is necessary for the protection of said Owners.

Section 8. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the living units including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 9. All fixtures and equipment installed within a living unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a living unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another living unit or impair any easement or hereditement, nor do any act nor allow any condition to exist which will adversely affect the other living units or their Owners.

Section 10. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

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Section 11. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX
EASEMENTS

Section 1. Each living unit and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing four units is partially or totally destroyed, and then rebuilt, the owners of the living units so affected agree that minor encroachments of parts of the adjacent living units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across

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and under the roofs and exterior walls of said living units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any living unit to perform the duties of maintenance and repair of the living units or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on Said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

Section 3. Underground Electric Service:

A. Underground single phase electric service shall be available to living units on the aforesaid Lots and to the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have an easement as designated on the plat thereof.

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B. For so long as such underground service is maintained, the electric service to each living unit and the recreation building shall be uniform and exclusively of the type known as single Phase, 120/240 volt, 3 wire, 60 cycle alternating current.

C. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation of Additional Property

A. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be

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one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

B. Additional land adjacent to Meadowlane may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the Board of Directors determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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IN WITNESS WHEREOF, the undersigned this 7th day
of June, 1972.

FALENDER HOMES CORP./INDIANA

BY: Fredrick J. Falender
FREDRICK J. FALENDER, PRES.

John E. Kramer
JOHN E. KRAMER, ASST. SECY.



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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Falender Homes Corp./Indiana by Euclid J. Falender, its President and John C. Kramus, its Asst. Secretary who acknowledged the execution of the foregoing instrument as the free and voluntary act of the Corporation.

Witness my hand and Notarial Seal this 9th day of June, 1972.



Judi A. Coyle
Judi A. Coyle

This instrument was prepared by William F. LeMond,
Atty., 412 Union Federal Building, Indianapolis, Indiana, 46204.

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CROSS REFERENCE

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CROSS REFERENCE

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MEADOWLANE HOMEOWNER'S INC.

This Supplemental Declaration, made this 30th day of November, 1972, by Falender Homes Corp./Indiana, an Indiana corporation, ("Declarant"),

WITNESSTH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Marion County, Indiana, to-wit:

A part of the Southeast Quarter of Section 23, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the said Quarter Section; thence South 00°06'48" West along the East line of the said Quarter Section, 850.63 feet; thence North 89°53'12" West 1010.00 feet to the PLACE OF BEGINNING, which is the Southeast corner of "Falender's Meadow Lane Addition - Section Two" the plat of which was recorded June 20, 1972 as Instrument #72-34792 in the office of the Recorder of Marion County, Indiana; thence North 89°53'12" West along the South line of the said "Addition", 227.00 feet; thence South 00°06'48" West, 350.65 feet to a curve having a radius of 50.00 feet, the radius point of which, bears South 29°53'12" East; thence Southerly along the said curve 118.78 feet to a point which bears South 14°00'00" West from the said radius point; thence South 00°06'48" West 129.51 feet to the North line of Lot #695, in Falender's Meadowood - Third Addition - Part Five, the plat of which was recorded December 16, 1968, as Instrument # 68-65290 in the Office of the Recorder of Marion County, Indiana; thence North 83°06'48" East along the North line of the said "Addition", 215.61 feet to the angle point in the Northerly line of Lot #693 in the said "Addition"; thence North 00°06'48" East, 545.73 feet to the place of beginning. Containing 2.912 acres more or less.

ALSO:

A part of the Southeast Quarter of Section 23, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the said Quarter Section; thence South 00°06'48" West along the East line of the said Quarter Section 850.63 feet; thence North 89°53'12" West 1010.00 feet to the Southeast corner of "Falender's Meadow Lane Addition - Section Two", the plat of which was recorded June 20, 1972, as Instrument #72-34792 in the Office of the Recorder of Marion County, Indiana; continue thence North 89°53'12" West along the South line of the said "Addition", 227.00 feet to the Place of Beginning; thence South 00°06'48" West, 350.65 feet to a curve having a radius of 50.00 feet, the radius point of which, bears South 29°53'12" East; thence Southerly along the said curve 118.78 feet to a point which bears South 14°00'00" West from the said radius point; thence South 00°06'48" West, 129.51 feet to the

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North line of Lot #695 in Falender's Meadowood - Third Addition Part Five the plat of which was recorded December 16, 1968, as Instrument #68-65290 in the Office of the Recorder of Marion County, Indiana; thence South 83°06'48" West along the North line of the said "Addition", 193.87 feet to the East right-of-way line of Interstate Highway #465 as conveyed by grant recorded in Deed Record 1752, page 100, in the Office of the Recorder of Marion County, Indiana; thence North 00°09'48" East along the said East right-of-way line, 729.13 feet to the Southwest corner of the said "Falender's Meadow Lane Addition - Section Two", (the next two courses are along the boundary of the said "Addition"), thence South 89°53'12" East 178.79 feet; thence South 00°06'48" West 133.50 feet to the Place of Beginning. Containing 2.957 acres, more or less.

(hereinafter referred to as the "Real Estate").

B. Declarant, on the 9th day of June, 1972, executed a Declaration of Covenants, Conditions and Restrictions for Falender's Meadow Lane Addition, Sections One and Two which were recorded in the office of the Recorder of Marion County, Indiana, on the 19th day of October, 1972, as Instrument #72-34380 (hereinafter referred to as the "Declaration").

C. The Real Estate constitutes Sections Three and Four of the Development defined in the Declaration at page 2 which is subject to automatic inclusion in the Declaration by this Supplemental Declaration.

D. All conditions relating to the inclusion of Sections Three and Four have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates the Real Estate into the Association of Meadowlane Homeowner's Inc. with all of the benefits and burdens set forth in said original Declaration.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to the Real Estate and this Supplemental Declaration.
2. Declaration. Declarant hereby expressly declares that the Real Estate and all appurtenant easements, Lots, Buildings, garages, improvements and property of every kind and nature what-

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soever, real, personal and mixed, located thereon shall be annexed to and become part of the said original Declaration and Meadowlane Homeowner's, Inc. as if such had originally been included in the Declaration, and hereinafter held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and provisions of this Declaration, the Act, and By-Laws, and the rules and regulations as adopted by the Board of Directors of Meadowlane Homeowner's, Inc. as each may from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in an Apartment or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Executed the day and year first above written.

FALENDER HOMES CORP./INDIANA

Attest:

By _____

By Steven M. Falender - Vice Pres & Secretary
John E. Johnson - Vice Pres & Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared the above named Falender Homes Corp./Indiana by Steven M. Falender, its Vice President and, John E. Johnson, its Vice President, who for and in behalf of the Corporation, acknowledged the execution

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of this Declaration of Covenants, Conditions and Restrictions.



Emma Jane Rice
Notary Public

My Commission Expires:

Nov 21 1973

This Instrument Prepared By:
William F. LeMond
Attorney at Law
412 Union Federal Building
Indianapolis, Indiana

RECEIVED FOR RECORD
Dec 11 11 00 AM '72
FAVE L. MURPHY
RECORDER
OF MARSHAL CO.

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