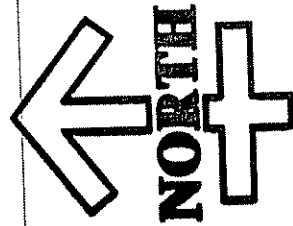


C 750A

MEADOW CREEK — SECTION PLEASANT TOWNSHIP, JOHNSON COUNTY,

CHAD-LO MANOR
P.C. "C", PAGE 540A

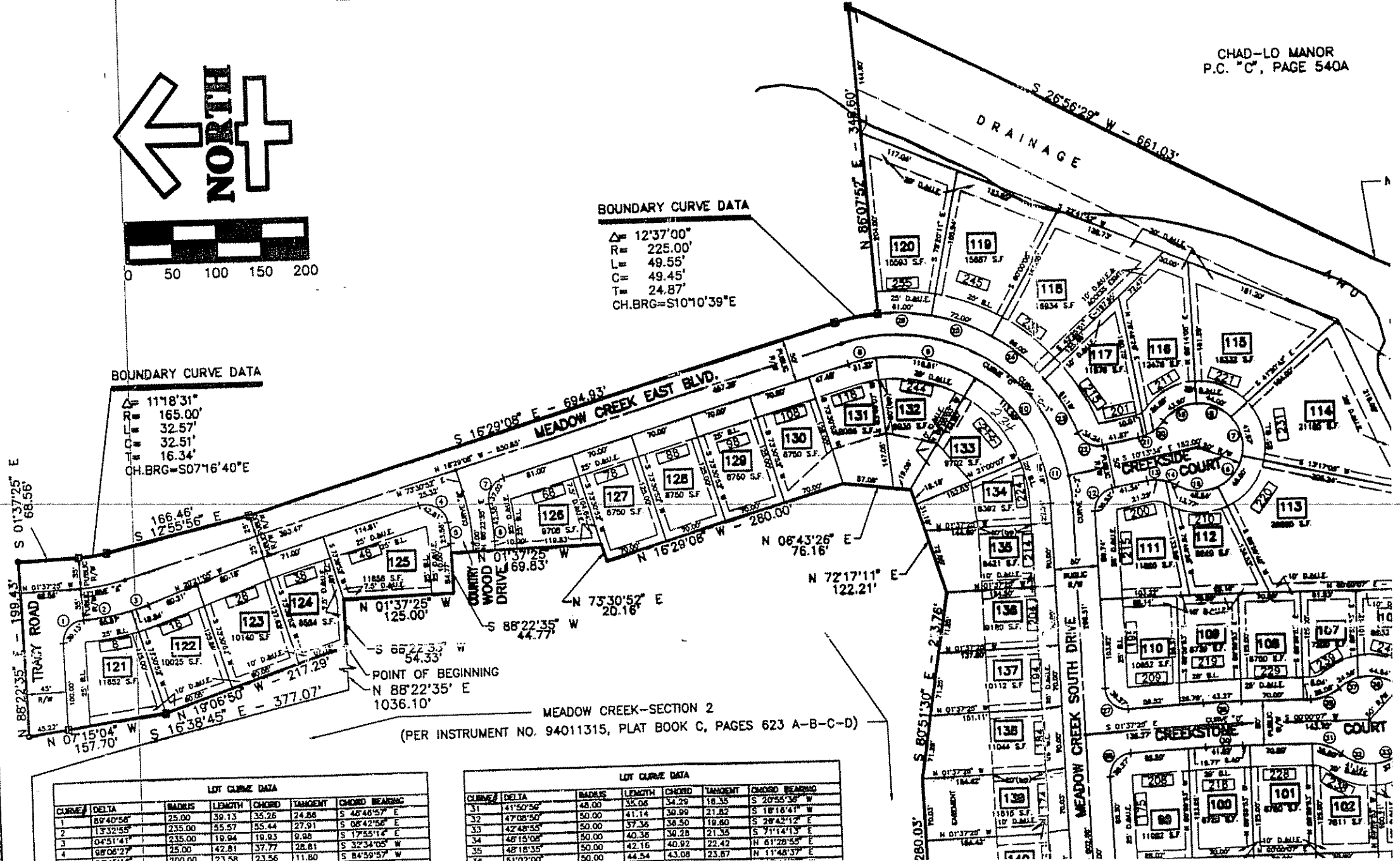


BOUNDARY CURVE DATA

Δ = 12'37"00"
R = 225.00'
L = 49.55'
C = 49.45'
T = 24.87'
CH.BRG = S10°10'39"E

BOUNDARY CURVE DATA

Δ = 11°18'31"
R = 165.00'
L = 32.57'
C = 32.51'
T = 16.34'
CH.BRG = S07°16'40"E



MEADOW CREEK—SECTION 2
(PER INSTRUMENT NO. 94011315, PLAT BOOK C, PAGES 623 A-B-C-D)

LOT CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
1	89°40'56"	25.00	39.13	35.26	24.86	S 46°48'57" E
2	13°32'55"	235.00	55.57	35.44	27.91	S 08°42'58" E
3	04°51'41"	235.00	19.94	19.93	9.88	S 17°55'14" E
4	98°06'27"	25.00	42.81	37.77	28.81	S 32°34'05" W
5	65°45'18"	1200.00	23.58	23.56	11.80	S 84°59'57" W

LOT CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
31	41°50'56"	45.00	35.06	34.29	18.35	S 20°55'39" W
32	47°08'50"	50.00	41.14	39.99	21.82	S 18°18'41" W
33	42°48'35"	50.00	37.36	36.50	19.80	S 28°42'12" E
34	46°15'08"	50.00	40.36	39.28	21.36	S 71°14'13" E
35	48°18'35"	50.00	42.16	40.92	22.42	N 61°28'55" E
36	41°02'00"	50.00	44.54	43.08	23.87	N 11°48'37" E

DOW CREEK — SECTION 3

TOWNSHIP, JOHNSON COUNTY, INDIANA

CHAD-LO MANOR
P.C. "C", PAGE 540A

BOUNDARY CURVE DATA

$\Delta = 12'37".00"$
 $R = 225.00'$
 $L = 49.55'$
 $C = 49.45'$
 $T = 24.87'$
 CH.BRG = $S10^{\circ}10'39"E$

LEGEND :

- 10 LOT NUMBER
- 781 S.F. LOT SQUARE FOOTAGE
- D. & U. E. DRAINAGE AND UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- R/W RIGHT-OF-WAY
- ⊙ LOT CURVE DATA
- CLINE "R" CENTERLINE CURVE DATA
- CENTERLINE MONUMENT
- CONCRETE MONUMENT
- ▲ SECTION CORNER
- 1231 LOT ADDRESS

ACCESS ESMT. - FOR BENEFIT OF ALL LOT OWNERS TO ACCESS COMMON AREA

SURVEYORS NOTES

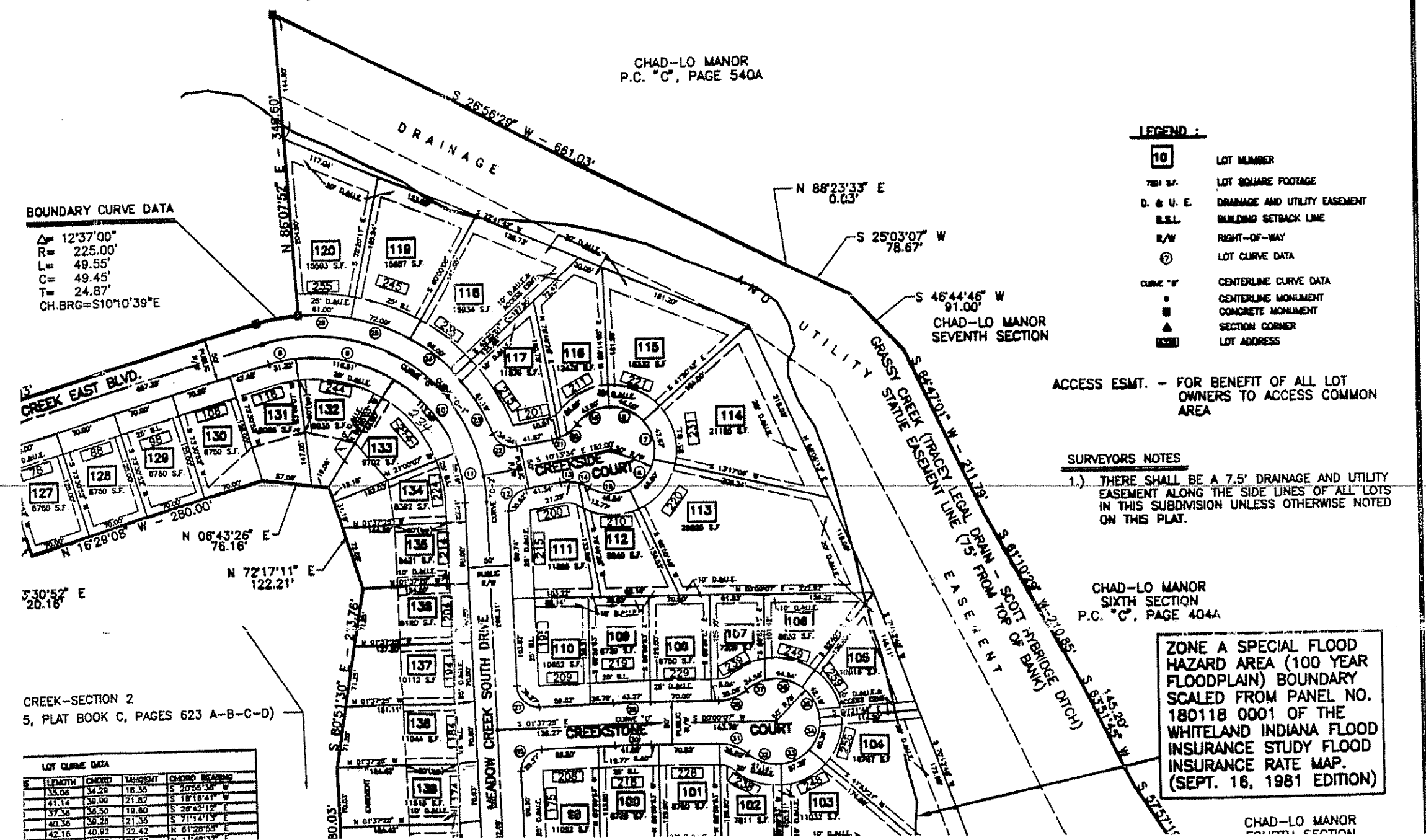
- 1.) THERE SHALL BE A 7.5' DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE LINES OF ALL LOTS IN THIS SUBDIVISION UNLESS OTHERWISE NOTED ON THIS PLAT.

CHAD-LO MANOR
SIXTH SECTION
P.C. "C", PAGE 404A

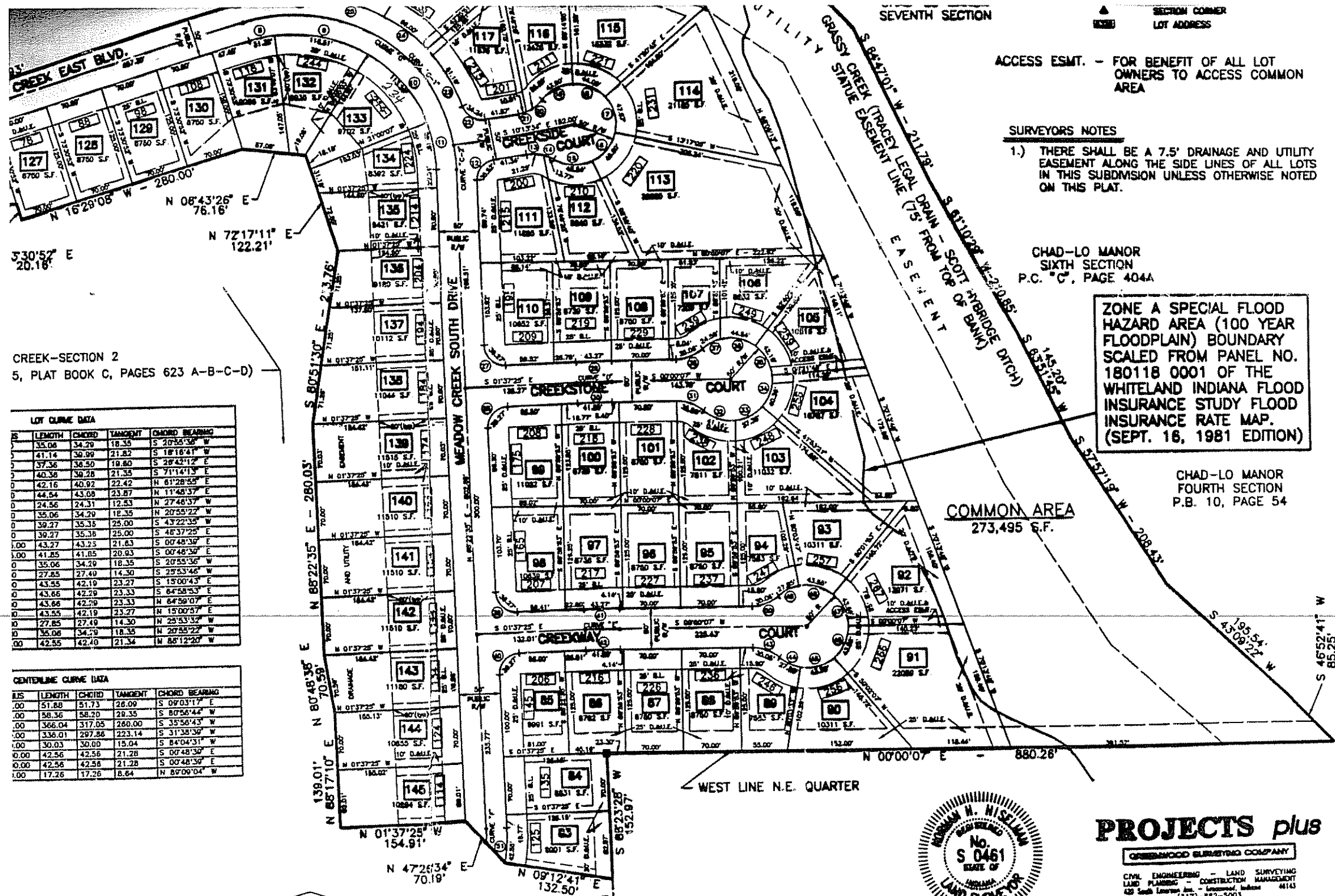
ZONE A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOODPLAIN) BOUNDARY SCALED FROM PANEL NO. 180118 0001 OF THE WHITELAND INDIANA FLOOD INSURANCE STUDY FLOOD INSURANCE RATE MAP. (SEPT. 16, 1981 EDITION)

CREEK-SECTION 2
5, PLAT BOOK C, PAGES 623 A-B-C-D)

LOT CURVE DATA			
S	LENGTH	CHORD	TANGENT CHORD BEARING
1	33.06	34.29	$S 20^{\circ}58'30" W$
2	41.14	39.99	$S 18^{\circ}18'41" W$
3	37.36	36.50	$S 28^{\circ}42'12" E$
4	46.36	39.28	$S 71^{\circ}14'13" E$
5	42.16	40.62	$N 61^{\circ}28'55" E$



CHAD-LO MANOR
FOURTH SECTION



ACCESS ESMT. - FOR BENEFIT OF ALL LOT OWNERS TO ACCESS COMMON AREA

SURVEYORS NOTES
 1.) THERE SHALL BE A 7.5' DRAINAGE AND UTILITY EASEMENT ALONG THE SIDE LINES OF ALL LOTS IN THIS SUBMISSION UNLESS OTHERWISE NOTED ON THIS PLAT.

CHAD-LO MANOR
 SIXTH SECTION
 P.C. "C", PAGE 404A

ZONE A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOODPLAIN) BOUNDARY SCALED FROM PANEL NO. 180118 0001 OF THE WHITELAND INDIANA FLOOD INSURANCE STUDY FLOOD INSURANCE RATE MAP. (SEPT. 16, 1981 EDITION)

CHAD-LO MANOR
 FOURTH SECTION
 P.B. 10, PAGE 54

COMMON AREA
 273,495 S.F.

CREEK-SECTION 2
 5, PLAT BOOK C, PAGES 623 A-B-C-D)

LOT CURVE DATA

BS	LENGTH	CHORD	TANGENT	CHORD BEARING
1	35.08	34.79	18.35	S 20°54'36" W
2	41.14	39.99	21.82	S 18°16'41" W
3	37.36	38.50	19.80	S 28°43'12" E
4	40.36	39.28	21.35	S 71°14'19" E
5	42.16	40.92	22.42	N 81°28'55" E
6	44.54	43.08	23.87	N 11°48'37" E
7	24.56	24.31	12.53	N 27°48'37" W
8	35.06	34.29	18.35	N 20°55'22" W
9	39.27	35.36	25.00	S 43°22'35" W
10	39.27	35.36	25.00	S 46°37'25" E
11	43.27	43.25	21.63	S 07°48'39" E
12	41.85	41.05	20.93	S 00°48'30" E
13	35.06	34.29	18.35	S 20°55'36" W
14	27.85	27.49	14.30	S 25°53'46" W
15	43.55	42.19	23.27	S 15°00'43" E
16	43.66	42.29	23.33	S 64°58'53" E
17	43.66	42.29	23.33	N 64°59'07" E
18	43.55	42.19	23.27	N 15°00'57" E
19	27.85	27.49	14.30	N 25°53'32" W
20	35.06	34.29	18.35	N 20°55'22" W
21	42.55	42.40	21.34	N 85°12'20" W

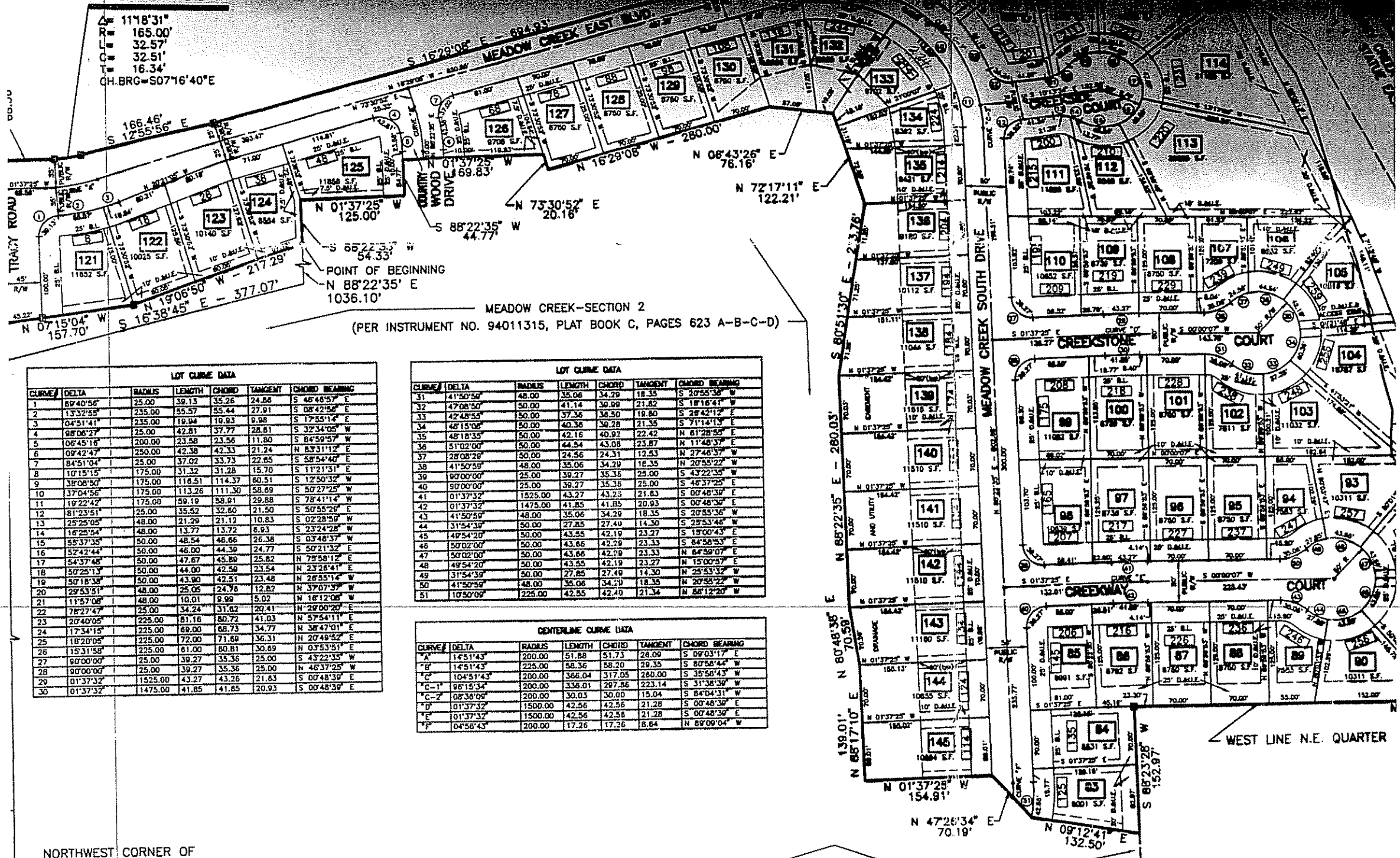
CENTRELINE CURVE DATA

BS	LENGTH	CHORD	TANGENT	CHORD BEARING
0.00	51.88	51.73	26.09	S 09°03'17" E
0.00	58.36	58.20	29.35	S 80°56'44" W
0.00	366.04	317.05	260.00	S 35°56'43" W
1.00	336.01	297.86	223.14	S 31°38'39" W
1.00	30.03	30.00	15.04	S 84°04'31" E
0.00	42.56	42.56	21.28	S 08°48'30" E
0.00	42.56	42.56	21.28	S 00°48'30" E
1.00	17.26	17.26	8.64	N 89°00'04" W

MEADOW CREEK-SECTION 1
 (PER INSTRUMENT NO. 23012966, PLAT BOOK C, PAGES 578 A-B-C-D)



PROJECTS plus
 GREENWOOD SURVEYING COMPANY
 CIVIL ENGINEERING - LAND SURVEYING
 LAND PLANNING - CONSTRUCTION MANAGEMENT
 432 South Lawrence Ave. - Greenwood, Indiana 46143
 (317)-882-5003



$\Delta = 11'18.31''$
 $R = 165.00'$
 $L = 32.57'$
 $C = 32.51'$
 $T = 16.34'$
 CH.BRG = S07°16'40"E

MEADOW CREEK-SECTION 2
 (PER INSTRUMENT NO. 94011315, PLAT BOOK C, PAGES 623 A-B-C-D)

CURVE	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
1	89°40'56"	25.00	39.13	35.26	24.86	S 46°46'57" E
2	1°32'55"	235.00	55.57	55.44	27.91	S 08°42'56" E
3	0°45'14"	235.00	19.94	19.93	0.06	S 17°55'14" E
4	90°06'27"	25.00	42.81	37.77	28.61	S 32°34'05" W
5	06°45'16"	200.00	23.58	23.56	11.80	S 84°59'57" E
6	08°42'47"	250.00	42.38	42.33	21.24	N 83°31'12" E
7	84°51'04"	25.00	37.02	33.73	22.65	S 58°54'40" E
8	10°15'15"	175.00	31.32	31.28	15.70	S 11°21'31" E
9	38°08'30"	175.00	116.51	114.37	60.51	S 12°50'32" W
10	37°04'56"	175.00	113.26	111.30	58.69	S 50°27'25" W
11	19°22'42"	175.00	59.19	58.91	29.88	S 78°41'14" W
12	81°23'51"	25.00	35.52	32.60	21.50	S 50°55'29" E
13	25°25'05"	48.00	21.29	21.12	10.83	S 07°28'59" W
14	16°25'54"	48.00	13.77	13.72	6.93	S 23°24'28" W
15	35°37'35"	50.00	48.54	46.66	26.38	S 03°48'37" W
16	52°42'44"	50.00	46.00	44.39	24.77	S 50°21'32" E
17	54°37'48"	50.00	47.67	45.89	25.82	N 79°38'12" E
18	30°25'13"	50.00	44.00	42.59	23.54	N 23°28'41" E
19	30°18'36"	50.00	43.90	42.51	23.48	N 28°55'14" W
20	29°53'51"	48.00	25.05	24.78	12.87	N 37°07'37" W
21	11°57'06"	48.00	10.01	9.99	5.02	N 18°12'06" W
22	76°27'47"	25.00	34.24	31.82	20.41	N 28°00'20" E
23	20°40'05"	225.00	81.16	80.72	41.03	N 57°54'11" E
24	17°34'19"	225.00	69.00	68.73	34.77	N 38°47'01" E
25	18°20'05"	225.00	72.00	71.69	36.31	N 20°49'52" E
26	15°31'58"	225.00	61.00	60.81	30.69	N 03°53'51" E
27	80°00'00"	25.00	39.27	35.36	25.00	S 43°22'35" W
28	80°00'00"	25.00	39.27	35.36	25.00	N 46°37'25" W
29	01°37'32"	1525.00	43.27	43.26	21.43	S 00°48'39" E
30	01°37'32"	1475.00	41.85	41.85	20.93	S 00°48'39" E

CURVE	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
31	41°50'59"	48.00	35.06	34.29	18.35	S 20°55'38" W
32	47°08'50"	50.00	41.14	39.99	21.82	S 18°16'41" W
33	42°48'55"	50.00	37.36	36.50	19.60	S 28°42'12" E
34	48°15'06"	50.00	40.36	39.28	21.35	S 71°14'13" E
35	48°18'35"	50.00	42.16	40.92	22.42	N 61°28'55" E
36	51°02'00"	50.00	44.54	43.08	23.87	N 11°48'37" E
37	28°08'29"	50.00	24.56	24.31	12.53	N 27°46'37" W
38	41°50'59"	48.00	35.06	34.29	18.35	N 20°58'22" W
39	90°00'00"	25.00	39.27	35.36	25.00	S 43°22'35" W
40	90°00'00"	25.00	39.27	35.36	25.00	S 46°37'25" W
41	01°37'32"	1525.00	43.27	43.25	21.83	S 00°48'39" E
42	01°37'32"	1475.00	41.85	41.85	20.93	S 00°48'39" E
43	41°50'59"	48.00	35.06	34.29	18.35	S 20°53'36" W
44	31°54'39"	50.00	27.85	27.40	14.30	S 28°53'46" W
45	49°54'20"	50.00	43.55	42.19	23.27	S 15°00'43" E
46	50°02'00"	50.00	43.66	42.29	23.33	S 64°58'43" E
47	50°02'00"	50.00	43.66	42.29	23.33	N 64°59'07" E
48	49°54'20"	50.00	43.55	42.19	23.27	N 15°00'57" E
49	31°54'39"	50.00	27.85	27.49	14.30	N 25°43'39" W
50	41°50'59"	48.00	35.06	34.29	18.35	N 20°58'22" W
51	10°50'09"	225.00	42.85	42.40	21.34	N 88°12'20" W

CURVE	DELTA	RADIUS	LENGTH	CHORD	TANGENT	CHORD BEARING
A	14°51'43"	200.00	51.88	51.73	28.09	S 09°03'17" E
B	14°51'43"	225.00	58.36	58.20	29.35	S 80°58'44" W
C	104°51'43"	200.00	366.04	317.05	280.00	S 35°58'43" W
C-1	96°15'34"	200.00	336.01	297.56	223.14	S 31°38'39" W
C-2	08°36'09"	200.00	30.03	30.00	15.04	S 84°04'31" W
D	01°37'32"	1500.00	42.56	42.56	21.28	S 00°48'39" E
E	01°37'32"	1500.00	42.56	42.56	21.28	S 00°48'39" E
F	04°56'43"	200.00	17.26	17.26	8.64	N 89°09'04" W

NORTHWEST CORNER OF
 N.E. QUARTER, SEC. 21,
 T13N, R4E

MEADOW CREEK-SECTION 1
 (PER INSTRUMENT NO. 93012966, PLAT BOOK C, PAGES 578 A-B-C-D)

9-1508

MEADOW CREEK PLEASANT TOWNSHIP, J

I, NORMAN H. HISELMAN, HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED REAL ESTATE AND THAT I HAVE SUBDIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 13 NORTH, RANGE 4 EAST IN JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 756.03 FEET TO THE NORTHEAST CORNER OF MEADOW CREEK SUBDIVISION - SECTION ONE AS RECORDED AS INSTRUMENT NO. 93012866 IN PLAT BOOK C, PAGES 578 A-B-C-D IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF MEADOW CREEK SUBDIVISION - SECTION ONE AND SECTION TWO SOUTH 16 DEGREES 36 MINUTES 45 SECONDS EAST, 377.07 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST, 1036.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 06 MINUTES 50 SECONDS WEST, 217.29 FEET; THENCE NORTH 07 DEGREES 15 MINUTES 04 SECONDS WEST, 157.70 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE ALONG SAID NORTH LINE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST, 198.43 FEET; THENCE PERPENDICULAR TO SAID NORTH LINE SOUTH 01 DEGREES 37 MINUTES 25 SECONDS EAST, 68.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET; THE POINT OF SAID CURVE BEARS NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT 32.57 FEET TO THE POINT OF TANGENCY THEREOF; THE RADIUS POINT OF SAID CURVE BEARS NORTH 77 DEGREES 04 MINUTES 04 SECONDS EAST FROM SAID POINT; THENCE SOUTH 12 DEGREES 55 MINUTES 56 SECONDS EAST, 186.46 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES 08 SECONDS WESTERLY HAVING A RADIUS OF 225.00 FEET; THE RADIUS POINT OF SAID CURVE BEARS SOUTH 73 DEGREES 30 MINUTES 52 SECONDS WEST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT 49.55 FEET TO A POINT THAT BEARS NORTH 86 DEGREES 07 MINUTES 52 SECONDS EAST FROM SAID RADIUS POINT; THENCE NORTH 86 DEGREES 07 MINUTES 52 SECONDS EAST, 146.60 FEET TO THE WESTERLY LINE OF CHAD LO MANOR; THENCE ALONG SAID WESTERLY LINE SOUTH 26 DEGREES 56 MINUTES 29 SECONDS WEST, 661.03; THENCE NORTH 88 DEGREES 23 MINUTES 33 SECONDS EAST, 0.03 FEET TO THE NORTHWESTERLY LINE OF CHAD LO SUBDIVISION 7TH SECTION; THENCE ALONG THE NORTHWESTERLY LINE OF CHAD LO SUBDIVISION 4TH, 6TH, AND 7TH SECTIONS SOUTH 25 DEGREES 03 MINUTES 03 SECONDS WEST, 76.67 FEET; THENCE SOUTH 16 DEGREES 44 MINUTES 46 SECONDS WEST, 91.00 FEET; THENCE SOUTH 64 DEGREES 47 MINUTES 01 SECONDS WEST, 211.79 FEET; THENCE SOUTH 61 DEGREES 10 MINUTES 29 SECONDS WEST, 210.85 FEET; THENCE SOUTH 63 DEGREES 51 MINUTES 45 SECONDS WEST, 145.20 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 19 SECONDS WEST, 208.43 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 22 SECONDS WEST, 195.54 FEET; THENCE SOUTH 46 DEGREES 52 MINUTES 41 SECONDS WEST, 85.25 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, 860.26 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 28 SECONDS WEST, 152.97 FEET TO THE SOUTHEAST CORNER OF MEADOW CREEK SUBDIVISION SECTION ONE. THE FOLLOWING THREE DESCRIBED COURSES ARE ALONG THE EASTERLY BOUNDARY OF MEADOW CREEK SUBDIVISION SECTIONS ONE:

THENCE NORTH 09 DEGREES 12 MINUTES 41 SECONDS EAST, 132.50 FEET;
THENCE NORTH 14 DEGREES 26 MINUTES 34 SECONDS EAST, 70.19 FEET;
THENCE NORTH 01 DEGREES 37 MINUTES 25 SECONDS WEST, 154.91 FEET;

THE FOLLOWING TWELVE DESCRIBED COURSES ARE ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF MEADOW CREEK SUBDIVISION SECTION TWO AS RECORDED AS INSTRUMENT NO. 94011315 IN PLAT BOOK C, PAGES 623 A-B-C-D IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA:

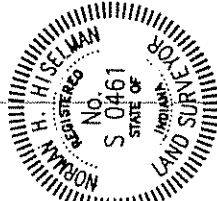
NORTH 88 DEGREES 17 MINUTES 10 SECONDS EAST, 139.01 FEET;
THENCE NORTH 80 DEGREES 48 MINUTES 38 SECONDS EAST, 70.59 FEET;
THENCE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST, 280.03 FEET;
THENCE SOUTH 80 DEGREES 51 MINUTES 30 SECONDS EAST, 213.76 FEET;
THENCE NORTH 72 DEGREES 17 MINUTES 11 SECONDS EAST, 122.21 FEET;
THENCE NORTH 08 DEGREES 43 MINUTES 26 SECONDS EAST, 76.16 FEET;
THENCE NORTH 16 DEGREES 29 MINUTES 08 SECONDS WEST, 280.00 FEET;
THENCE NORTH 07 DEGREES 30 MINUTES 52 SECONDS EAST, 20.16 FEET;
THENCE NORTH 08 DEGREES 22 MINUTES 35 SECONDS WEST, 169.83 FEET;
THENCE NORTH 01 DEGREES 37 MINUTES 25 SECONDS WEST, 44.77 FEET;
THENCE SOUTH 08 DEGREES 22 MINUTES 35 SECONDS WEST, 125.00 FEET;
TO THE PLACE OF BEGINNING, CONTAINING 26.348 ACRES, MORE OR LESS, AND SUBJECT TO RIGHTS OF WAY AND EASEMENTS.

THIS SUBDIVISION CONTAINS SIXTY-THREE (63) LOTS NUMBERED EIGHTY-THREE (83) THROUGH ONE HUNDRED FORTY FIVE (145), INCLUSIVE, TOGETHER WITH STREETS, RIGHTS OF WAYS AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN; AND THAT THE COMPUTED ERROR OF CLOSURE OF THE BOUNDARY SURVEY IS NOT MORE THAN ONE FOOT IN TEN THOUSAND; AND THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY HAND AND SEAL THIS 27 TH DAY OF July, 1926.

NORMAN H. HISELMAN
REG. LAND SURVEYOR #S 0461



SURVEYORS NOTES:

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS MEADOW CREEK-SECTION THREE IN THE TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA. ALL STREETS, ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

THE STREETS AND RIGHTS OF WAYS SHOWN HEREON, SUBJECT TO CONSTRUCTION STANDARDS AND ACCEPTANCE, ARE HEREBY DEDICATED TO PUBLIC USE, TO BE OWNED AND MAINTAINED BY THE GOVERNMENTAL BODY HAVING JURISDICTION.

THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "DRAINAGE AND UTILITY EASEMENT (D.U.E.)" ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES AND GOVERNMENTAL BODIES FOR THE INSTALLATION OF SANITARY SEWERS AND APPURTENANCES, WATER MAINS, POLES, DUCTS, LINES AND WIRES, DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND; BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1966.

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

THE UNDERSIGNED, MELODY COMMUNITIES, INC., (SOMETIMES REFERRED TO HEREIN AS "OWNER" OR "DEVELOPER"), FOR AND AS OWNER AND DEVELOPER OF THE REAL PROPERTY DESCRIBED IN THIS PLAT, TO BE KNOWN AS MEADOW CREEK SUBDIVISION, SECTION THREE, (SOMETIMES HEREAFTER REFERRED TO AS MEADOW CREEK SUBDIVISION, SECTION THREE AND/OR MEADOW CREEK SUBDIVISION), AND FOR THE BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF ANY LOT OR LOTS IN, OR OCCUPANTS OF ANY AND ALL SECTIONS OF THE MEADOW CREEK SUBDIVISION DOES HEREBY IMPOSE THE DESCRIBED COVENANTS, CONDITIONS AND RESTRICTIONS ON THE LAND DESCRIBED IN SAID PLAT, IN ACCORDANCE WITH THE MEADOW CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, (SOMETIMES HEREAFTER REFERRED TO AS "THE CORPORATION").

UPON THE RECORDING OF THE PLAT FOR THE MEADOW CREEK SUBDIVISION, SECTION THREE, AND UPON CONVEYANCE OF A LOT FROM DEVELOPER, EACH LOT OWNER WILL AUTOMATICALLY BECOME A PART OF THE MEADOW CREEK HOMEOWNERS ASSOCIATION.

ARTICLE I. USE RESTRICTIONS

ALL LOTS IN THIS SUBDIVISION AND ALL PRESENT AND FUTURE OWNERS OR OCCUPANTS THEREOF SHALL BE SUBJECT TO AND FOLLOWING DEVELOPMENT STANDARDS, CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND:

1.01. THE LOTS LOCATED WITHIN MEADOW CREEK SUBDIVISION, SECTION THREE SHALL BE USED FOR DETACHED SINGLE-FAMILY DWELLINGS IN ACCORDANCE WITH THE PRESENT ZONING OF MEADOW CREEK SUBDIVISION, SECTION THREE, BY THE TOWN OF WHITELAND. NO LOT SHALL BE USED FOR ANY PURPOSE NOT PRESIDENTLY PERMITTED BY THE ZONING OF THE TOWN OF WHITELAND.

1.02. SINGLE-FAMILY DWELLINGS SHALL HAVE A MINIMUM OF 1000 SQUARE FEET OF LIVING AREA EXCLUSIVE OF OPEN PORCHES, GARAGES AND OTHER UNHEATED AREAS WITH THE EXCEPTION OF 5% OF THE DWELLINGS WHICH MAY HAVE A TOTAL OF 840 SQUARE FEET OF LIVING AREA. EACH DWELLING SHALL HAVE A MINIMUM OF A SINGLE CAR ATTACHED GARAGE. HOMES WITH SINGLE CAR GARAGES WILL HAVE A DRIVEWAY WITH A WIDTH OF 16' WHICH WILL ACCOMMODATE TWO VEHICLES FOR OFF-STREET PARKING. ALL DRIVEWAYS AND VEHICLE PARKING AREAS SHALL BE HARD-SURFACED. NO GRAVEL OR STONE DRIVEWAYS SHALL BE PERMITTED ON ANY LOT.

1.03. NO BASEMENT SWIMMING POOL, TENNIS COURT, FENCE, WALL, HEDGE OR OTHER ENCLOSURE, OR ANY UTILITY METER, SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT IN SAID SUBDIVISION, NOR SHALL ANY CHANGE, ADDITION TO OR ALTERATION THEREOF AFFECTING THE OUTWARD APPEARANCE THEREOF BE MADE UNLESS THE SAME SHALL BE IN ACCORDANCE WITH DETAILED PLANS AND SPECIFICATIONS THEREFOR SHOWING THE SIZE, LOCATION, TYPE ARCHITECTURAL DESIGN, QUALITY, USE AND MATERIAL OF CONSTRUCTION THEREOF. THE COLOR SCHEME, THEREFORE, THE GRADING PLAN OF THE LOT, AND THE FINISHED GRADE ELEVATION THEREOF, WHICH DETAILED PLANS AND SPECIFICATIONS HAVE FIRST BEEN APPROVED IN WRITING BY THE CORPORATION AND THE TOWN OF WHITELAND.

1.04. NO STRUCTURE OR ANY PART THEREOF SUCH AS A FENCE, HEDGE, WALL OR OTHER ENCLOSURE WHICH SHALL FIRST HAVE BEEN APPROVED AS PROVIDED IN PARAGRAPH 1.03. ABOVE, SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT NEARER TO THE FRONT OR STREET LINE OR LINES THAN THE BUILDING SETBACK LINE OR LINES SHOWN ON THE RECORDED PLAT. NO STRUCTURE OF ANY SORT SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT NEARER TO ANY SIDE LOT LINE OR REAR LOT LINE THAN IS PERMITTED BY THE APPROPRIATE ZONING AND BUILDING REQUIREMENTS OF THE TOWN OF WHITELAND.

1.05. NO PORTION OF ANY RESIDENTIAL LOT OR STRUCTURE THEREON SHALL BE USED OR PERMITTED TO BE USED FOR ANY BUSINESS PURPOSE WHATSOEVER. PROVIDED HOWEVER, THE FOREGOING SHALL NOT APPLY TO THE VARIOUS ACTIVITIES OF THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS IF ANY, OF OWNER, ITS AGENTS OR ASSIGNS DURING THE CONSTRUCTION AND SALE PERIOD. IN ADDITION, NO NOXIOUS, OFFENSIVE, OR UNREASONABLY DISTURBING ACTIVITY SHALL BE CARRIED ON UPON ANY PART OF SAID SUBDIVISION, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE IN SAID SUBDIVISION.

0-1508

MEADOW CREEK PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA

I, NORMAN H. HISELMAN, HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED REAL ESTATE AND THAT I HAVE SUBDIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 13 NORTH, RANGE 4 EAST IN JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

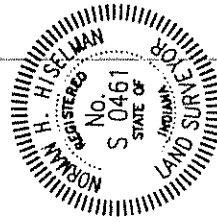
COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 756.03 FEET TO THE NORTHEAST CORNER OF MEADOW CREEK SUBDIVISION - SECTION ONE AS RECORDED AS INSTRUMENT NO. 93012966 IN PLAT BOOK C, PAGES 578 A-B-C-D IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF MEADOW CREEK SUBDIVISION - SECTION ONE AND SECTION TWO SOUTH 16 DEGREES 38 MINUTES 45 SECONDS EAST, 377.07 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST, 1036.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19 DEGREES 06 MINUTES 50 SECONDS WEST, 217.29 FEET; THENCE NORTH 07 DEGREES 15 MINUTES 04 SECONDS WEST, 157.70 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE ALONG SAID NORTH LINE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST, 198.43 FEET; THENCE PERPENDICULAR TO SAID NORTH LINE SOUTH 01 DEGREES 37 MINUTES 25 SECONDS EAST, 68.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT 32.97 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEARS NORTH 77 DEGREES 04 MINUTES 04 SECONDS EAST FROM SAID POINT; THENCE SOUTH 12 DEGREES 55 MINUTES 56 SECONDS EAST, 166.46 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES 08 SECONDS WESTERLY HAVING A RADIUS OF 225.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 73 DEGREES 30 MINUTES 52 SECONDS WEST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT 49.55 FEET TO A POINT THAT BEARS NORTH 86 DEGREES 07 MINUTES 52 SECONDS EAST FROM SAID RADIUS POINT; THENCE NORTH 86 DEGREES 07 MINUTES 52 SECONDS EAST, 348.60 FEET TO THE WESTERLY LINE OF CHAD LO MANOR; THENCE ALONG SAID WESTERLY LINE SOUTH 26 DEGREES 56 MINUTES 29 SECONDS WEST, 661.03; THENCE NORTH 88 DEGREES 23 MINUTES 33 SECONDS EAST, 0.03 FEET TO THE NORTHWESTERLY LINE OF CHAD LO SUBDIVISION 7TH SECTION; THENCE ALONG THE NORTHWESTERLY LINE OF CHAD LO SUBDIVISION 4TH, 6TH, AND 7TH SECTIONS SOUTH 25 DEGREES 03 MINUTES 07 SECONDS WEST, 78.67 FEET; THENCE SOUTH 64 DEGREES 44 MINUTES 46 SECONDS WEST, 91.00 FEET; THENCE SOUTH 61 DEGREES 10 MINUTES 01 SECONDS WEST, 211.79 FEET; THENCE SOUTH 61 DEGREES 10 MINUTES 29 SECONDS WEST, 210.85 FEET; THENCE SOUTH 63 DEGREES 51 MINUTES 45 SECONDS WEST, 148.20 FEET; THENCE SOUTH 57 DEGREES 59 MINUTES 19 SECONDS WEST, 208.43 FEET; THENCE SOUTH 43 DEGREES 09 MINUTES 22 SECONDS WEST, 195.54 FEET; THENCE SOUTH 46 DEGREES 52 MINUTES 41 SECONDS WEST, 85.75 FEET; TO THE WEST LINE OF SAID QUARTER SECTION; THENCE ALONG SAID LINE NORTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, 980.26 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 28 SECONDS WEST, 1152.97 FEET TO THE SOUTHEAST CORNER OF MEADOW CREEK SUBDIVISION SECTION ONE, THE FOLLOWING THREE DESCRIBED COURSES ARE ALONG THE EASTERLY BOUNDARY OF MEADOW CREEK SUBDIVISION SECTIONS ONE; THENCE NORTH 09 DEGREES 12 MINUTES 41 SECONDS EAST, 132.50 FEET; THENCE NORTH 47 DEGREES 25 MINUTES 34 SECONDS EAST, 70.19 FEET; THENCE NORTH 01 DEGREES 37 MINUTES 25 SECONDS WEST, 154.91 FEET; THE FOLLOWING TWELVE DESCRIBED COURSES ARE ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF MEADOW CREEK SUBDIVISION SECTION TWO AS RECORDED AS INSTRUMENT NO. 94011315 IN PLAT BOOK C, PAGES 623 A-B-C-D IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA; THENCE NORTH 88 DEGREES 17 MINUTES 10 SECONDS EAST, 139.01 FEET; THENCE NORTH 80 DEGREES 48 MINUTES 38 SECONDS EAST, 70.59 FEET; THENCE NORTH 80 DEGREES 22 MINUTES 35 SECONDS EAST, 280.03 FEET; THENCE SOUTH 80 DEGREES 51 MINUTES 30 SECONDS EAST, 213.76 FEET; THENCE NORTH 72 DEGREES 17 MINUTES 11 SECONDS EAST, 222.21 FEET; THENCE NORTH 08 DEGREES 43 MINUTES 26 SECONDS EAST, 76.16 FEET; THENCE NORTH 16 DEGREES 28 MINUTES 08 SECONDS WEST, 280.00 FEET; THENCE NORTH 73 DEGREES 30 MINUTES 52 SECONDS EAST, 20.16 FEET; THENCE NORTH 01 DEGREES 37 MINUTES 25 SECONDS WEST, 189.83 FEET; THENCE SOUTH 01 DEGREES 37 MINUTES 25 SECONDS WEST, 125.00 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 35 SECONDS WEST, 54.33 FEET TO THE PLACE OF BEGINNING, CONTAINING 26.145 ACRES, MORE OR LESS, AND SUBJECT TO RIGHTS OF WAY AND EASEMENTS.

THIS SUBDIVISION CONTAINS SIXTY-THREE (63) LOTS NUMBERED EIGHTY-THREE (83) THROUGH ONE HUNDRED FORTY FIVE (145) INCLUSIVE, TOGETHER WITH STREETS, RIGHTS OF WAY AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN; AND THAT THE COMPUTED ERROR OF CLOSURE OF THE BOUNDARY SURVEY IS NOT MORE THAN ONE FOOT IN TEN THOUSAND; AND THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF January, 1926.

Norman H. Hiseleman
NORMAN H. HISELMAN
REG. LAND SURVEYOR #S 0461



SURVEYORS NOTES:

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS MEADOW CREEK-SECTION THREE IN THE TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA. ALL STREETS, ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

THE STREETS AND RIGHTS OF WAYS SHOWN HEREON, SUBJECT TO CONSTRUCTION STANDARDS AND ACCEPTANCE, ARE HEREBY DEDICATED TO PUBLIC USE, TO BE OWNED AND MAINTAINED BY THE GOVERNMENTAL BODY HAVING JURISDICTION.

THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "DRAINAGE AND UTILITY EASEMENT" (D.&U.E.) ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES AND GOVERNMENTAL BODIES FOR THE INSTALLATION OF SANITARY SEWERS AND APPURTENANCES, WATER MAINS, POLES, DUCTS, LINES AND WIRES, DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND; BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1966.

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

THE UNDERSIGNED, MELODY COMMUNITIES, INC., (SOMETIMES REFERRED TO HEREIN AS "OWNER" OR "DEVELOPER"), FOR AND AS OWNER AND DEVELOPER OF THE REAL PROPERTY DESCRIBED IN THIS PLAT, TO BE KNOWN AS MEADOW CREEK SUBDIVISION SECTION THREE, (SOMETIMES HEREAFTER REFERRED TO AS MEADOW CREEK SUBDIVISION, SECTION THREE AND/OR MEADOW CREEK SUBDIVISION) AND FOR THE BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF ANY LOT OR LOTS IN, OR OCCUPANTS OF ANY AND ALL SECTIONS OF THE MEADOW CREEK SUBDIVISION DOES HEREBY IMPOSE THE WITHIN DESCRIBED COVENANTS, CONDITIONS AND RESTRICTIONS ON THE LAND DESCRIBED IN SAID PLAT, IN ACCORDANCE WITH THE MEADOW CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, (SOMETIMES HEREAFTER REFERRED TO AS "THE CORPORATION").

UPON THE RECORDING OF THE PLAT FOR THE MEADOW CREEK SUBDIVISION, SECTION THREE, AND UPON CONVEYANCE OF A LOT FROM DEVELOPER, EACH LOT OWNER WILL AUTOMATICALLY BECOME A PART OF THE MEADOW CREEK HOMEOWNERS ASSOCIATION.

ALL LOTS IN THIS SUBDIVISION AND ALL PRESENT AND FUTURE OWNERS OR OCCUPANTS THEREOF SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS, CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND:

- 1.01. THE LOTS LOCATED WITHIN MEADOW CREEK SUBDIVISION, SECTION THREE SHALL BE USED FOR DETACHED SINGLE-FAMILY DWELLINGS IN ACCORDANCE WITH THE PRESENT ZONING OF MEADOW CREEK SUBDIVISION, SECTION THREE, BY THE TOWN OF WHITELAND. NO LOT SHALL BE USED FOR ANY PURPOSE NOT PRESENTLY PERMITTED BY THE ZONING OF THE TOWN OF WHITELAND.
- 1.02. SINGLE-FAMILY DWELLINGS SHALL HAVE A MINIMUM OF 1000 SQUARE FEET OF LIVING AREA EXCLUSIVE OF OPEN PORCHES, GARAGES AND OTHER UNHEATED AREAS WITH THE EXCEPTION OF 5% OF THE DWELLINGS WHICH MAY HAVE A TOTAL OF 840 SQUARE FEET OF LIVING AREA. EACH DWELLING SHALL HAVE A MINIMUM OF A SINGLE CAR ATTACHED GARAGE. HOMES WITH SINGLE CAR GARAGES WILL HAVE A DRIVEWAY WITH A WIDTH OF 18' WHICH WILL ACCOMMODATE TWO VEHICLES FOR OFF-STREET PARKING. ALL DRIVEWAYS AND VEHICLE PARKING AREAS SHALL BE HARD-SURFACED. NO GRAVEL OR STONE DRIVEWAYS SHALL BE PERMITTED ON ANY LOT.
- 1.03. NO BASEMENT SWIMMING POOL, TENNIS COURT, FENCE, WALL, HEDGE OR OTHER ENCLOSURE, OR ANY UTILITY METER SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT IN SAID SUBDIVISION NOR SHALL ANY CHANGE, ADDITION TO OR ALTERATION THEREOF AFFECTING THE OUTWARD APPEARANCE THEREOF BE MADE UNLESS THE SAME SHALL BE IN ACCORDANCE WITH DETAILED PLANS AND SPECIFICATIONS THEREFOR SHOWING THE SIZE, LOCATION, TYPE ARCHITECTURAL DESIGN, QUALITY, USE AND MATERIAL OF CONSTRUCTION THEREOF. THE COLOR SCHEME, GRADE ELEVATION THEREOF, WHICH DETAILED PLANS AND SPECIFICATIONS HAVE FIRST BEEN APPROVED IN WRITING BY THE CORPORATION AND THE TOWN OF WHITELAND.
- 1.04. NO STRUCTURE OR ANY PART THEREOF, SUCH AS A FENCE, WALL OR OTHER ENCLOSURE WHICH SHALL FIRST HAVE BEEN APPROVED AS PROVIDED IN PARAGRAPH 1.03. ABOVE, SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT NEARER TO THE FRONT OR STREET LINE OR LINES THAN THE BUILDING SETBACK OF ANY SORT SHOWN ON THE RECORDED PLAT. NO STRUCTURE OF ANY SORT SHALL BE ERECTED, PLACED OR MAINTAINED ON ANY LOT NEARER TO ANY SIDE LOT LINE OR REAR LOT LINE THAN IS PERMITTED BY THE APPROPRIATE ZONING AND BUILDING REQUIREMENTS OF THE TOWN OF WHITELAND.
- 1.05. NO PORTION OF ANY RESIDENTIAL LOT OR STRUCTURE THEREON SHALL BE USED OR PERMITTED TO BE USED FOR ANY BUSINESS PURPOSE WHATSOEVER; PROVIDED HOWEVER, THE FOREGOING SHALL NOT APPLY TO THE VARIOUS ACTIVITIES, OR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS, IF ANY, OF OWNER, ITS AGENTS OR ASSIGNS, DURING THE CONSTRUCTION AND SALE PERIOD. IN ADDITION, NO NOXIOUS OFFENSIVE, OR UNREASONABLY DISTURBING ACTIVITY SHALL BE CARRIED ON UPON ANY PART OF SAID SUBDIVISION; NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE IN SAID SUBDIVISION.

SECTION 3 INSON COUNTY, INDIANA

1.06. NO TRAILER, TENT, SHACK, GARAGE, BARN, CAR, OR TEMPORARY SHELTER OR HOUSING DEVICE SHALL BE MAINTAINED OR USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, IN SAID SUBDIVISION. NO DWELLING ERECTED IN SAID SUBDIVISION SHALL BE OBTAINED AS A RESIDENCE UNTIL AN OCCUPANCY PERMIT HAS BEEN OBTAINED BY THE TOWN OF WHITELAND.

1.07. ANY BOAT, BUS, TENT CAMPER, TRAILER, TRUCK (EXCEEDING ONE (1) TON) OR OTHER SIMILAR HOUSING OR RECREATIONAL DEVICE, IF STORED ON ANY SAID LOT IN EXCESS OF THIRTY (30) DAYS, SHALL BE HOUSED WITHIN A GARAGE BUILDING. NO TRACTOR TRAILER SHALL BE PARKED FOR OVER SIX (6) HOURS IN THE SUBDIVISION.

1.08. NO PORTION OF ANY RESIDENTIAL LOT, EXCEPT THE INTERIOR OF THE RESIDENTIAL DWELLING LOCATED THEREON AND APPURTENANT GARAGE, SHALL BE USED FOR THE STORAGE OF AUTOMOBILES, TRAILERS, MOTORCYCLES OR OTHER VEHICLES WHETHER OPERATIVE OR NOT, SCRAP, SCRAP IRON, WATER PAPER, OR GLASS, OR ANY RECLAMATION PRODUCTS, PARTS OR MATERIALS, EXCEPT THAT DURING THE PERIOD AN IMPROVEMENT IS BEING ERRECTED UPON ANY SUCH LOT, BUILDING MATERIALS TO BE USED IN THE CONSTRUCTION OF SUCH IMPROVEMENT MAY BE STORED THEREON; PROVIDED, HOWEVER, ANY BUILDING MATERIAL NOT INCORPORATED IN SAID IMPROVEMENT, WITHIN NINETY (90) DAYS AFTER ITS DELIVERY TO SUCH LOT SHALL BE REMOVED THEREFROM. ALL IMPROVEMENTS MUST BE COMPLETED BY AN OWNER WITHIN ONE (1) YEAR FROM THE DATE OF THE BEGINNING OF THE CONSTRUCTION THEREOF. NO SOIL, DIRT OR GRAVEL OTHER THAN INCIDENTAL TO CONSTRUCTION OF APPROVED IMPROVEMENTS, SHALL BE REMOVED FROM SAID LOTS WITHOUT THE WRITTEN APPROVAL OF THE CORPORATION OR ITS SUCCESSORS AND ASSIGNS.

1.09. NO PORTION OF ANY LOT NEARER TO ANY STREET THAN THE BUILDING SETBACK LINE OR LINES SHOWN UPON THE RECORDED PLAT OF SAID SUBDIVISION SHALL BE USED FOR ANY PURPOSE OTHER THAN THAT OF A LAWN; PROVIDED, HOWEVER, THIS COVENANT SHALL NOT BE CONSTRUED TO PREVENT THE USE OF SUCH PORTION OF SAID LOT FOR WALKS, DRIVES, TREES, SHRUBBERY, FLOWERS, FLOWER BEDS, ORNAMENTAL PLANTS, FENCE, HEDGE, WALL OR OTHER ENCLOSURE WHICH SHALL FIRST HAVE BEEN APPROVED AS PROVIDED IN PARAGRAPH 1.03 ABOVE FOR THE PURPOSE OF BEAUTIFYING SAID LOT, BUT SHALL BE CONSTRUED TO PROHIBIT THE PLANTING OR MAINTAINING OF VEGETABLES AND GRASSES THEREON EXCEPT UPON TERMS AND CONDITIONS ACCEPTABLE TO AND APPROVED BY THE MEADOW CREEK SUBDIVISION HOMEOWNERS ASSOCIATION.

1.10. SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, TREE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) FEET AND SIX (6) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET RIGHT-OF-WAY LINES AND A LINE CONNECTING POINTS TWENTY (20) FEET FROM THE INTERSECTION OF THE LINES OR IN THE CASE OF A ROUNDABOUT PROPERTY CORNER, FROM THE SAME INTERSECTION OF THE STREET RIGHT-OF-WAY LINES EXTENDED. THE SIGHT SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET OF THE INTERSECTION OF A STREET RIGHT-OF-WAY LINE WITH THE EDGE OF A DRIVEWAY, PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTION UNLESS THE FOLIAGE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF THE SIGHT LINE.

1.11. NO WEEDS, UNDERBRUSH, OR OTHER UNSIGHTLY GROWTHS OR OBJECTS OF ANY KIND SHALL BE PLACED, BE PERMITTED TO GROW, OR SUFFERED TO REMAIN ON ANY PART OF SAID PREMISES EXCEPT THAT PERIOD OF TIME WHICH SAID PREMISES IS BEING BUILT UPON OR DEVELOPED; PROVIDED HOWEVER, LOTS OWNED BY DEVELOPER SHALL BE MAINTAINED IN A REASONABLE MANNER CONSISTENT WITH THE CONSTRUCTION OF HOMES AND DEVELOPMENT OF THE MEADOW CREEK SUBDIVISION. ALL LAWN AREAS SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AND SHALL BE MOVED NOT LESS THAN IS NEEDED TO MAINTAIN THE LAWN EQUAL TO OR BETTER IN APPEARANCE THAN THE SURROUNDING NEIGHBORHOOD IN GENERAL.

1.12. NO TRASH BURNER, OUTDOOR FIREPLACE, OR OTHER DEVICE, EXPELLING GAS OR SMOKE SHALL BE PLACED WITHIN TWENTY (20) FEET OF ANY ADJOINING LOT LINE.

1.13. TELEVISION ANTENNAS SHALL BE NO HIGHER THAN 5' ABOVE THE PEAK OF THE ROOF. NO TOWERS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, RADIO AND/OR MICROWAVE TOWERS, OR DISH-TYPE ANTENNAS, SHALL BE ERRECTED, PLACED OR MAINTAINED ON ANY LOT IN SAID SUBDIVISION.

1.14. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT BREED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE, THAT THEY ARE LIMITED IN NUMBER SO AS NOT TO BECOME A NUISANCE OR DISTURBANCE TO OTHERS, AND THAT THEY ARE NOT PERMITTED TO RUN LOOSE.

1.15. NO SIGNS OR BILLBOARD OF ANY KIND SHALL BE ERRECTED OR MAINTAINED ON ANY LOT EXCEPT (i) SIGNS APPROVED BY THE CORPORATION, AND (ii) SIGNS USED BY OWNER, ITS SUCCESSORS AND/OR ASSIGNS, TO ADVERTISE LOTS IN RESIDENCES FOR SALE DURING THE CONSTRUCTION AND INITIAL SALES PERIOD.

1.16. NO LOT OWNER SHALL ALTER, IMPAIR OR CHANGE ANY EASEMENT WITHOUT FIRST OBTAINING THE WRITTEN CONSENTS OF THE CORPORATION AND THE LOT OWNERS OR OWNERS FOR WHOSE BENEFIT SUCH EASEMENT EXISTS.

1.17. ALL RUBBISH AND DEBRIS, COMBUSTIBLE AND NON-COMBUSTIBLE AND ALL GARBAGE SHALL BE STORED AND MAINTAINED IN CONTAINERS ENTIRELY WITHIN THE GARAGE OR BASEMENT. ADDITIONAL REGULATIONS FOR THE STORAGE, MAINTENANCE AND DISPOSAL OF RUBBISH, DEBRIS, LEAVES AND GARBAGE MAY FROM TIME TO TIME, BE ESTABLISHED BY THE CORPORATION OR THEIR SUCCESSORS AND ASSIGNS.

1.18. NO WELL FOR THE PRODUCTION OF GAS, WATER, OIL OR OTHERWISE, WHETHER INTENDED FOR TEMPORARY OR PERMANENT PURPOSES, SHALL BE DRILLED OR MAINTAINED ON ANY LOT. NO RILL SHALL SUCH PREMISES BE OTHERWISE USED IN ANY WAY WHICH MAY ENDANGER THE HEALTH OR UNREASONABLY DISTURB THE PEACEABLE USE OF ADJOINING PREMISES.

1.19

NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT. NO GEOTHERMAL SYSTEM SHALL BE INSTALLED WITHOUT PRIOR APPROVAL BY ALL APPLICABLE AGENCIES AND THE CORPORATION. SOLAR HEATING SYSTEMS OF ANY NATURE MUST BE APPROVED BY THE CORPORATION AS TO DESIGN AND AESTHETIC QUALITY PRIOR TO CONSTRUCTION. LOT OWNERS ARE HEREBY ADVISED THAT SOLAR HEATING SYSTEMS WILL NOT BE APPROVED UNLESS THEIR DESIGN BLENDS AESTHETICALLY WITH THE STRUCTURE AND ADJACENT PROPERTIES.

1.20. DRAINAGE SWALES (DITCHES) OR DRAINAGE RETENTION AREAS ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT-OF-WAY, OR ON DEDICATED EASEMENTS, ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILLED, OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF THE TOWN OF WHITELAND. PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASSWAYS, OR OTHER NON-ERODING SURFACES WATER FROM ROADS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE SIZE CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE TOWN OF WHITELAND. ANY PROPERTY OWNER ALTERING, CHANGING, OR DAMAGING THESE DRAINAGE SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION.

ARTICLE 2. HOMEOWNERS ASSOCIATION
A NOT-FOR PROFIT CORPORATION TO BE KNOWN AS MEADOW CREEK SUBDIVISION, HOMEOWNERS ASSOCIATION, INC. (SOMETIMES REFERRED TO HEREIN AS "CORPORATION"), SHALL BE ESTABLISHED TO CARRY OUT THE FUNCTIONS SET FORTH FOR IT IN THESE PLAT RESTRICTIONS AND COVENANTS.

2.01. THE MEADOW CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC. SHALL BE GUIDED BY THREE (3) DIRECTORS WHO INITIALLY SHALL BE APPOINTED BY THE UNDERSIGNED AT INCORPORATION. EACH LOT OWNER OF A LOT IN MEADOW CREEK SUBDIVISION SHALL BECOME A SHAREHOLDER OF SAID CORPORATION UPON PURCHASE OF SAID LOT.

2.02. THE DIRECTORS OF SAID CORPORATION SHALL SERVE UNTIL THEIR SUCCESSORS ARE ELECTED, UPON THE INCAPACITY, RESIGNATION OR DEATH OF A DIRECTOR OF THE CORPORATION. HIS SUCCESSOR SHALL BE APPOINTED BY THE REMAINING DIRECTORS OF THE CORPORATION WITHIN SIX (6) MONTHS OF THE INCAPACITY, DEATH OR RESIGNATION OF A DIRECTOR. IN THE EVENT OF THE INCAPACITY, RESIGNATION OR DEATH OF A DIRECTOR OF THE CORPORATION, AND HIS SUCCESSOR IS NOT APPOINTED WITHIN SIX (6) MONTHS THEREAFTER, THE SUCCESSOR DIRECTOR SHALL BE ELECTED BY THE OWNERS OF A MAJORITY OF THE LOTS IN SAID SUBDIVISION.

2.03. THE CORPORATION SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO ESTABLISH GRADES AND SLOPES ON ALL LOTS IN SAID SUBDIVISION AND TO FIX THE GRADE AT WHICH ANY RESIDENCE SHALL HEREAFTER BE ERRECTED OR PLACED THEREON SO THAT THE SAME MAY CONFORM TO THE GENERAL PLAN OF DEVELOPMENT. ALL SUCH GRADES AND SLOPES SHALL BE ESTABLISHED ON THE ENGINEERING PLANS SUBMITTED TO AND APPROVED BY THE TOWN OF WHITELAND.

2.04. IN REQUIRING THE SUBMISSION OF DETAILED PLANS AND SPECIFICATIONS AS HEREIN SET FORTH, THE PARTIES HERETO HAVE IN MIND THE DEVELOPMENT OF SAID SUBDIVISION AS AN ARCHITECTURALLY HARMONIOUS, ARTISTIC AND DESIRABLE RESIDENTIAL SUBDIVISION AND IN APPROVING OR WITHHOLDING ITS APPROVAL OF ANY DETAILED PLANS AND SPECIFICATIONS SO SUBMITTED, THE CORPORATION, OR ITS SUCCESSORS AND ASSIGNS, MAY CONSIDER THE APPROPRIATENESS OF THE IMPROVEMENT CONTEMPLATED WITH RELATION TO IMPROVEMENTS ON CONTIGUOUS OR ADJACENT LOTS, ITS ARTISTIC AND ARCHITECTURAL MERITS, ITS ADAPTABILITY TO THE LOT ON WHICH IT IS PROPOSED TO BE MADE, AND SUCH OTHER MATTERS AS MAY BE DEEMED TO BE IN THE INTEREST AND BENEFIT OF THE OWNERS OF THE LOTS IN SAID SUBDIVISION AS A WHOLE.

2.05. ALL PLANS AND SPECIFICATIONS SUBMITTED TO THE CORPORATION FOR CONSIDERATION MUST BE PREPARED BY A REGISTERED ARCHITECT OR CIVIL ENGINEER, OR BY AN EXPERIENCED DRAFTSMAN IN FORM GENERALLY USED BY ARCHITECTS AND ENGINEERS, EXCEPT THAT PROPOSALS FOR EXTERIOR CHANGES THAT GENERALLY WOULD BE MADE WITHOUT THE NEED FOR DETAILED PLANS AND SPECIFICATIONS, SUCH AS REPAIRING A BUILDING WITH A DIFFERENT COLOR PLAN OR REPLACING A MAILBOX AND POST MAY BE MADE WITHOUT THE SUBMISSION OF PROFESSIONALLY PREPARED PLANS AND SPECIFICATIONS PROVIDED, HOWEVER, THAT THE CORPORATION RESERVES THE RIGHT TO REQUIRE THE PROPOSER TO PROVIDE THE OPINION OF A PROFESSIONAL ARCHITECT, SURVEYOR OR ENGINEER IN SUPPORT OF ANY PROPOSAL BEFORE GIVING ITS APPROVAL.

2.06. THE CORPORATION APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING, AND ANY DETERMINATION MADE BY THE CORPORATION IN GOOD FAITH SHALL BE BINDING ON ALL PARTIES IN INTEREST. IF THE CORPORATION SHALL FAIL TO APPROVE OR DISAPPROVE, OR REQUEST ADDITIONAL INFORMATION WITH RESPECT TO ANY PROPOSED PLANS AND SPECIFICATIONS WITHIN SIXTY (60) DAYS AFTER THE SAME SHALL HAVE BEEN SUBMITTED TO IT FOR APPROVAL, SUCH PLANS AND SPECIFICATION SHALL BE DEEMED TO HAVE RECEIVED THE APPROVAL OF SAID CORPORATION.

2.07. NOT WITHSTANDING COMPLIANCE WITH THE FOREGOING MINIMUM LIVING AREA REQUIREMENTS, THE TOWN OF WHITELAND, JOHNSON COUNTY, INDIANA, SHALL NOT ISSUE AN IMPROVEMENT LOCATION PERMIT FOR ANY DWELLING UPON ANY LOT IN THIS DEVELOPMENT.

PROJECTS plus

CRENSHAW SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - CONSTRUCTION MANAGEMENT
430 East 10th Street, Suite 100
Indianapolis, IN 46202
(317)-462-5003

0-1520

MEADOW CREEK PLEASANT TOWNSHIP, JOH

2.08. THE CORPORATION, IN ADDITION TO THOSE REMEDIES GRANTED TO IT BY LAW, SUCH AS THE PURSUIT OF COURT-ORDERED INJUNCTIONS AND OTHER JUDICIAL RELIEF, SHALL HAVE THE RIGHT IN THE EVENT OF ANY ACTION OR CONDITION WHICH THE CORPORATION OR THEIR SUCCESSORS AND ASSIGNS DETERMINE TO BE IN VIOLATION OF THESE RESTRICTIONS, TO ENTER THE PROPERTY UPON WHICH VIOLATION IS DEEMED BY IT TO BE IN VIOLATION HEREOF, AND SAID CORPORATION OR THEIR SUCCESSORS AND ASSIGNS SHALL NOT BY REASON THEREOF BE GUILTY IN ANY MANNER OF THESPASS FOR SUCH ENTRY, ABATEMENT OR REMOVAL OR LABEL FOR DAMAGES BY REASON THEREOF, TO ANY PERSON WHOSOEVER, ANY FAILURE TO ENFORCE THESE RESTRICTIONS SHALL NOT BE DEEMED A WAIVER THEREOF OR ANY ACQUESCENCE IN, OR CONSENT TO, ANY CONTINUING, FURTHER OR ANY SUCCEEDING VIOLATION HEREOF. IF, IN THE OPINION OF THE CORPORATION, BY REASON OF THE SHAPE, DIMENSIONS OR TOPOGRAPHY OF A PARTICULAR LOT IN THE SUBDIVISION, ENFORCEMENT OF THESE RESTRICTIONS WITH RESPECT TO SIZE OF STRUCTURE WOULD CONSTITUTE A HARDSHIP, THE CORPORATION MAY RESUIT A VARIATION WHICH WILL IN ITS JUDGMENT, BE IN KEEPING WITH THE MAINTENANCE OF THIS SUBDIVISION AS A DESIRABLE SUBDIVISION.

2.09. CONTAIN CERTAIN OPEN SPACE LYING WITHIN THE PLAT AND CERTAIN LANDSCAPED AREAS LYING WITHIN THE PUBLIC RIGHTS-OF-WAY (LANDSCAPED ENTRYWAY AND SIGNAGE), IN ADDITION, LANDSCAPE EASEMENT AREAS) MAY BE IMPOSED ON A PORTION OF CERTAIN LOTS. THE CORPORATION SHALL HAVE THE RIGHT TO ENTER ONTO SUCH OPEN SPACE, PUBLIC RIGHTS-OF-WAY AND LANDSCAPE EASEMENT AREAS FROM TIME TO TIME AS IT DEEMS NECESSARY FOR PURPOSES OF MAINTAINING ALL OPEN SPACE, LANDSCAPED AREAS AND LANDSCAPE EASEMENT AREAS DESCRIBED ABOVE WHICH ARE LOCATED IN MEADOW CREEK SUBDIVISION SECTION THREE AND MAY PARTICIPATE IN THE REASONABLE AND PROPER MAINTENANCE OF ALL OTHER OPEN SPACES, LANDSCAPED AREAS, LANDSCAPE EASEMENT AREAS, LOCATED IN MEADOW CREEK SUBDIVISION, SECTION THREE. IN ADDITION, UPON APPROVAL OF A MAJORITY OF THE LOT OWNERS IN MEADOW CREEK SUBDIVISION, SECTION THREE, MAY PROVIDE OTHER SERVICES SUCH AS SNOW REMOVAL IF THEY ARE NOT ADEQUATELY PROVIDED BY THE APPROPRIATE MUNICIPAL GOVERNMENT.

IN ORDER TO PROVIDE THE FUNDS NECESSARY TO PAY FOR THE SERVICES, RIGHTS AND PROVISIONS OF THESE RESTRICTIONS AND COVENANTS, THE CORPORATION SHALL BE EMPowered TO LEVY, ASSESS AND COLLECT FROM EACH AND EVERY LOT OWNER IN SAID MEADOW CREEK SUBDIVISION, SECTION THREE, SUCH SUMS AS MAY BE APPROVED BY A VOTE OF NOT LESS THAN 75% OF THE OWNER OCCUPANTS OF RESIDENCES IN MEADOW CREEK SUBDIVISION, ANY AMOUNT SO ASSESSED OR LEVIED SHALL BECOME A LIEN ON EACH LOT. IN THE EVENT ANY AMOUNT SO ASSESSED OR LEVIED IS NOT PAID WHEN DUE AND REMAINS IN ARREARS FOR MORE THAN SIXTY (60) DAYS, THE CORPORATION MAY CAUSE TO BE FILED WITH THE JOHNSON COUNTY RECORDER A NOTICE OF LIEN DESCRIBING THE LOT AND THE AMOUNT DUE AND EXECUTED IN ACCORDANCE WITH THE FORMALITIES THEN REQUIRED TO RECORD A LIEN AGAINST REAL ESTATE. THE LIEN OF THE ASSESSMENT PROVIDED FOR HEREIN SHALL BE SUBORDIMATE 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 LIEN THEREOF SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENT AS TO THE PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER PERIOD. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

2.10. THE CORPORATION HAS THE POWER TO EXPEND ITS MONEY ON THE REASONABLE CARE AND PROPER MAINTENANCE OF THE RETENTION PONDS, ENTRANCE SIGN, LANDSCAPED AREAS AND "EASEMENT AREAS", AND WOODEN PRIVACY FENCE INSTALLED IN SECTION 1 & 11, INCLUDING DRAINAGE, UTILITY AND SEWER EASEMENT AREAS IN ANY SECTION OF THE MEADOW CREEK SUBDIVISION AND SUCH OTHER COMMUNITY SERVICES APPROVED BY A MAJORITY OF THE LOT OWNERS IN MEADOW CREEK SUBDIVISION. THE CORPORATION HEREIN ESTABLISHED SHALL ACT AS THE HOMEOWNERS ASSOCIATION OF THE MEADOW CREEK SUBDIVISION, SECTION THREE, FOR PURPOSES OF ESTABLISHING A BUDGET FOR THE MAINTENANCE OF THE RETENTION PONDS, ENTRANCE SIGN, LANDSCAPED AREAS AND "EASEMENT AREAS" AND THE PROVISION OF OTHER APPROVED SERVICES AS DESCRIBED ABOVE AND DIVIDE THE COST OF SAME ALONG THE LOT OWNERS IN MEADOW CREEK SUBDIVISION.

2.11. ONLY THOSE HOMEOWNERS/LOT OWNERS ON LOTS 130-145 INCLUSIVE WILL BE ASSESSED FOR THE LIABILITY INSURANCE THE AND MAINTENANCE OF THE RETENTION POND THROUGH THE HOMEOWNER'S ASSOCIATION. THE AMOUNT OF SUCH INSURANCE IS TO BE NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000). THE AMOUNT TO BE LEVIED FOR SAID INSURANCE AND MAINTENANCE IS TO BE DETERMINED BY THE HOMEOWNER'S ASSOCIATION, UNTIL SECTION ONE AND TWO OF THE MEADOW CREEK SUBDIVISION ARE TURNED OVER TO THE MEADOW CREEK HOMEOWNER'S ASSOCIATION. THE DEVELOPER WILL SHARE IN THE COST OF SUCH LIABILITY INSURANCE AND MAINTENANCE OF LOTS ON THE RETENTION PONDS IN THE MEADOW WITH THE OWNERS OF LOTS ON THE RETENTION PONDS IN THE MEADOW CREEK SUBDIVISION. AT SUCH TIME SECTIONS ONE AND TWO OF MEADOW CREEK SUBDIVISION ARE TURNED OVER TO THE HOMEOWNER'S ASSOCIATION, ALL THE OWNERS OF LOTS ON THE RETENTION PONDS IN ANY SECTION OF MEADOW CREEK, SHALL SHARE IN THE COST OF THE LIABILITY INSURANCE AND MAINTENANCE FOR SAID RETENTION PONDS.

2.12. NO OWNER OF ANY LOT IN MEADOW CREEK SUBDIVISION, SECTION THREE, SHALL DO OR PERMIT TO BE DONE ANY ACTION OR ACTIVITY WHICH COULD RESULT IN THE POLLUTION OF THE RETENTION PONDS, DIVERSION OF WATER, CHANGE IN ELEVATION OF THE WATER LEVEL, EARTH DISTURBANCE RESULTING IN SILTING OR ANY OTHER CONDUCT WHICH COULD RESULT IN AN ADVERSE EFFECT UPON WATER QUALITY, DRAINAGE OR PROPER RETENTION POND MANAGEMENT OR OTHERWISE IMPAIR OR INTERFERE WITH THE USE OF THE RETENTION PONDS FOR DRAINAGE AND RELATED PURPOSES FOR THE BENEFIT OF MEADOW CREEK SUBDIVISION, SECTION THREE. THERE WILL BE NO PUBLIC ACCESS TO THE RETENTION PONDS. ONLY THOSE HOMEOWNERS ON LOTS 41 AND 49-61, AND 130-145 INCLUSIVE, WILL HAVE ACCESS TO SAID RETENTION PONDS.

2.13. NO SWIMMING OR MOTORIZED BOATING ACTIVITY SHALL BE CONDUCTED IN, ON OR ABOVE SAID RETENTION PONDS AREA.

2.14. THE CORPORATION MAY FROM TIME TO TIME ESTABLISH RULES REGARDING THE USE OF THE RETENTION PONDS AND RELATED DRAINAGE AND UTILITY EASEMENT AREAS, PROVIDED SUCH RULES ARE NOT IN CONFLICT WITH THE RULES CONTAINED HEREIN, ARE REASONABLY ESTABLISHED TO PROTECT THE SAFETY AND WELFARE OF THE RESIDENTS OF MEADOW CREEK SUBDIVISION, SECTION THREE, AND THEIR GUESTS AS WELL AS ANY OTHER PERSON OR PROPERTY IN THE VICINITY OF THE RETENTION PONDS AND DRAINAGE AND UTILITY EASEMENT AREAS AND/OR ARE ESTABLISHED TO ASSURE THE CONTINUED SERVICE OF THE SAID AREAS FOR THE PURPOSE FOR WHICH IT WAS DESIGNED.

2.15. ANY AND ALL OF THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS WHICH, IN THIS INSTRUMENT ARE ASSUMED BY, RESERVED TO OR GIVEN TO THE CORPORATION MAY BE ASSIGNED OR TRANSFERRED TO ANY ONE OR MORE CORPORATIONS OR ASSOCIATIONS WHICH WILL AGREE TO ASSUME SAID RIGHTS, POWERS, DUTIES AND OBLIGATIONS AND CARRY OUT AND PERFORM THE SAME. ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE MADE BY APPROPRIATE INSTRUMENT IN WRITING IN WHICH THE ASSIGNEE OR TRANSFERREE SHALL JOIN FOR THE PURPOSE OF EVIDENCING ITS ACCEPTANCE OF SUCH RIGHTS, POWERS, DUTIES AND OBLIGATIONS, WHICH INSTRUMENT SHALL BE RECORDED AND SUCH ASSIGNEE OR TRANSFEREE SHALL THEREUPON HAVE THE SAME RIGHTS AND POWERS AND BE SUBJECT TO AND ASSUMED BY SAID CORPORATION. IN THE EVENT OF SUCH ASSIGNMENT OR TRANSFER OF SAID CORPORATION, SHALL ITS SUCCESSORS AND ASSIGNS OF SAID CORPORATION, SHALL AND OBLIGATIONS IN THIS INSTRUMENT RESERVED TO OR GIVEN TO AND ASSUMED BY SAID CORPORATION, THE RIGHT OF ASSIGNMENT HEREBY RESERVED TO THE CORPORATION IS SO RESERVED TO THE END THAT THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS RESERVED OR GIVEN TO IT MAY BE ASSIGNED TO AN ASSOCIATION OR CORPORATION FORMED BY THE OWNERS OF LOTS IN SAID SUBDIVISION OR IN SAID SUBDIVISION TOGETHER WITH CONTIGUOUS SUBDIVISIONS. FOR THE PURPOSE OF ACCEPTING SAID ASSIGNMENT; AND SUCH ASSIGNMENT MAY BE MADE AT SUCH TIME AS THE CORPORATION MAY DETERMINE, WHENEVER IN THIS INSTRUMENT REFERENCE SHALL BE DEEMED TO INCLUDE THE SUCCESSORS AND ASSIGNS OF SAID CORPORATION.

ARTICLE 3. OTHER CONDITIONS
3.01. THESE COVENANTS AND RESTRICTIONS SHALL BE TAKEN TO BE REAL COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES, PERSONS AND CORPORATIONS OWNING OR ACQUIRING LAND IN SAID SUBDIVISION, AND THEIR HEIRS, EXECUTORS, ADMINISTRATIVE SUCCESSORS, AND ASSIGNS UNTIL EXTENDED IN THEIR ENTIRETY FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY APPROPRIATE INSTRUMENT AND WRITING, AND CONSENTING TO THEIR TERMINATION IN WHOLE OR IN PART, SHALL BE FILED FOR RECORD, EXECUTED AND ACKNOWLEDGED BY THE OWNERS OF NOT LESS THAN A MAJORITY OF THE LOTS.

3.02. ANY VIOLATION OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN WHILE THE SAME ARE IN FORCE SHALL BE SUFFICIENT REASON FOR ANY OTHER PERSONS OWNING ANY LOT IN SAID SUBDIVISION TO INITIATE PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS OR RESTRICTIONS AND TO PREVENT HIM OR THEM FROM SO DOING OR TO CAUSE THE REMOVAL OF ANY VIOLATION AND TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION OR ATTEMPTED VIOLATION.

3.03. ALL TRANSFERS AND CONVEYANCES OF EACH AND EVERY LOT OF SAID SUBDIVISION SHALL BE MADE SUBJECT TO THESE COVENANTS AND RESTRICTIONS.

3.04. IT IS EXPRESSLY AGREED THAT IF ANY COVENANT OR CONDITION OR RESTRICTION HEREIN ABOVE CONTAINED, OR ANY PORTION THEREOF, IS INVALID OR VOID, SUCH INVALIDITY OR VOIDNESS SHALL IN NO WAY AFFECT ANY OTHER COVENANT, CONDITION OR RESTRICTION.

3.05. ALL COSTS OF LITIGATION AND ATTORNEY'S FEES RESULTING FROM VIOLATION OF THESE COVENANTS SHALL BE THE FINANCIAL RESPONSIBILITY OF THE LOT OWNER OR OWNERS FOUND TO BE IN VIOLATION.

3.06. ANY CORPORATION OR ASSOCIATION WHICH MAY BE THE TRANSFEREE OR ASSIGNEE AS PROVIDED IN PARAGRAPH 2.15 HEREOF SHALL HAVE THE SAME POWER TO LEVY, ASSESS AND COLLECT FUNDS FROM LOT OWNERS AND TO EXPEND SUCH FUNDS AS ARE SET FORTH IN PARAGRAPH 2.10 AND 2.11 HEREOF FOR THE MEADOW CREEK SUBDIVISION HOMEOWNERS ASSOCIATION.

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MEADOW CREEK PLEASANT TOWNSHIP, JO

2.08. THE CORPORATION, IN ADDITION TO THOSE REMEDIES GRANTED TO IT BY LAW, SUCH AS THE PURSUIT OF COURT-ORDERED INJUNCTIONS AND OTHER JUDICIAL RELIEF, SHALL HAVE THE RIGHT IN THE EVENT OF ANY ACTION OR CONDITION WHICH THE CORPORATION OR THEIR SUCCESSORS AND ASSIGNS DETERMINE TO BE IN VIOLATION OF THESE RESTRICTIONS, TO ENTER THE PROPERTY UPON WHICH VIOLATION IS DEEMED BY IT TO BE IN VIOLATION HEREOF, AND SAID CORPORATION OR THEIR SUCCESSORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR REMOVAL OR ABATEMENT OF SUCH TRESPASS FOR SUCH ENTRY, ABATEMENT OR REMOVAL, OR LIABLE FOR DAMAGES BY REASON THEREOF, TO ANY PERSON WHOSOEVER, ANY FAILURE TO ENFORCE THESE RESTRICTIONS SHALL NOT BE DEEMED A WAIVER THEREOF OR ANY ACQUESCENCE IN, OR CONSENT TO, ANY CONTINUING, FURTHER OR ANY SUCCEEDING VIOLATION HEREOF. IF, IN THE OPINION OF THE CORPORATION, BY REASON OF THE SHAPE, DIMENSIONS OR TOPOGRAPHY OF A PARTICULAR LOT IN THE SUBDIVISION, ENFORCEMENT OF THESE RESTRICTIONS WITH RESPECT TO SIZE OF STRUCTURE WOULD CONSTITUTE A HARDSHIP, THE CORPORATION MAY PERMIT A VARIATION WHICH WILL IN ITS JUDGMENT, BE IN KEEPING WITH THE MAINTENANCE OF THIS SUBDIVISION AS A DESIRABLE SUBDIVISION.

2.09. MEADOW CREEK SUBDIVISION, SECTION THREE MAY CONTAIN CERTAIN OPEN SPACE LYING WITHIN THE PLAT AND CERTAIN LANDSCAPED AREAS LYING WITHIN THE PUBLIC RIGHTS-OF-WAY (LANDSCAPED ENTRYWAY AND SIGNAGE). IN ADDITION, LANDSCAPE EASEMENT AREAS MAY BE IMPOSED ON A PORTION OF CERTAIN LOTS. THE CORPORATION SHALL HAVE THE RIGHT TO ENTER ONTO SUCH OPEN SPACE, PUBLIC RIGHTS-OF-WAY AND LANDSCAPE EASEMENT AREAS FROM TIME TO TIME AS IT DEEMS NECESSARY FOR PURPOSES OF MAINTAINING ALL OPEN SPACE, LANDSCAPED AREAS AND LANDSCAPE EASEMENT AREAS DESCRIBED ABOVE WHICH ARE LOCATED IN MEADOW CREEK SUBDIVISION, SECTION THREE, AND MAY PARTICIPATE IN THE CREASABLE AND PROPER MAINTENANCE OF ALL OTHER OPEN SPACES, LANDSCAPED AREAS, LANDSCAPE EASEMENT AREAS LOCATED IN MEADOW CREEK SUBDIVISION, SECTION THREE. IN ADDITION, UPON APPROVAL OF A MAJORITY OF THE LOT OWNERS IN MEADOW CREEK SUBDIVISION, SECTION THREE, MAY PROVIDE OTHER SERVICES SUCH AS SNOW REMOVAL IF THEY ARE NOT ADEQUATELY PROVIDED BY THE APPROPRIATE MUNICIPAL GOVERNMENT.

IN ORDER TO PROVIDE THE FUNDS NECESSARY TO PAY FOR THE SERVICES, RIGHTS AND PROVISIONS OF THESE RESTRICTIONS AND COVENANTS, THE CORPORATION SHALL BE EMPOWERED TO LEVY, ASSESS AND COLLECT FROM EACH AND EVERY LOT OWNER IN SAID MEADOW CREEK SUBDIVISION, SECTION THREE, SUCH SUMS AS MAY BE APPROVED BY A VOTE OF NOT LESS THAN 75% OF THE OWNER OCCUPANTS OF RESIDENCES IN MEADOW CREEK SUBDIVISION. ANY AMOUNT SO ASSESSED OR LEVIED SHALL BECOME A LIEN ON EACH LOT IN THE EVENT ANY AMOUNT SO ASSESSED OR LEVIED IS NOT PAID WHEN DUE AND REMAINS IN ARREARS FOR MORE THAN SIXTY (60) DAYS; THE CORPORATION MAY CAUSE TO BE FILED WITH THE JOHNSON COUNTY RECORDER A NOTICE OF LIEN DESCRIBING THE LOT AND THE AMOUNT DUE AND EXECUTED IN ACCORDANCE WITH THE FORMAJTIES THEN REQUIRED TO RECORD LIEN AGAINST REAL ESTATE. THE LIEN OF THE ASSESSMENT PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE, SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT, HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEU THEREOF SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENT AS TO THE PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER PERIOD. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

2.10. THE CORPORATION HAS THE POWER TO EXPEND ITS MONEY ON THE REASONABLE CARE AND PROPER MAINTENANCE OF THE RETENTION PONDS, ENTRANCE SIGN, LANDSCAPED AREAS AND "EASEMENT AREAS", AND WOODEN PRIVACY FENCE INSTALLED IN SECTION I & III, INCLUDING DRAINAGE, UTILITY AND SEWER EASEMENT AND SUCH OTHER COMMUNITY SERVICES APPROVED BY A MAJORITY OF THE LOT OWNERS IN MEADOW CREEK SUBDIVISION. THE CORPORATION HEREIN ESTABLISHED SHALL ACT AS THE HOMEOWNERS ASSOCIATION OF THE MEADOW CREEK SUBDIVISION, SECTION THREE, FOR PURPOSES OF ESTABLISHING A BUDGET FOR THE MAINTENANCE OF THE RETENTION PONDS, ENTRANCE SIGN, LANDSCAPED AREAS AND "EASEMENT AREAS" AND THE PROVISION OF OTHER APPROVED SERVICES AS DESCRIBED ABOVE, AND DIVIDE THE COST AMONG THE LOT OWNERS IN MEADOW CREEK SUBDIVISION.

2.11. ONLY THOSE HOMEOWNERS/LOT OWNERS ON LOTS 130-145 INCLUSIVE WILL BE ASSESSED FOR THE LIABILITY INSURANCE AND MAINTENANCE OF THE RETENTION POND THROUGH THE HOMEOWNER'S ASSOCIATION. THE AMOUNT OF SUCH INSURANCE IS TO BE NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000). THE AMOUNT TO BE LEVIED FOR SAID INSURANCE AND MAINTENANCE IS TO BE DETERMINED BY THE HOMEOWNER'S ASSOCIATION, UNTIL SECTION ONE AND TWO OF THE MEADOW CREEK SUBDIVISION ARE TURNED OVER TO THE MEADOW CREEK HOMEOWNER'S ASSOCIATION, THE DEVELOPER WILL SHARE IN THE COST OF SUCH LIABILITY INSURANCE AND MAINTENANCE OF THE RETENTION PONDS ON A PRO-RATA SHARE WITH THE OWNERS OF LOTS ON THE RETENTION PONDS IN THE MEADOW CREEK SUBDIVISION. AT SUCH TIME SECTIONS ONE AND TWO OF MEADOW CREEK SUBDIVISION ARE TURNED OVER TO THE HOMEOWNER'S ASSOCIATION, ALL THE OWNERS OF LOTS ON THE RETENTION PONDS IN ANY SECTION OF MEADOW CREEK, SHALL SHARE IN THE COST OF THE LIABILITY INSURANCE AND MAINTENANCE FOR SAID RETENTION PONDS.

2.12. NO OWNER OF ANY LOT IN MEADOW CREEK SUBDIVISION, SECTION THREE, SHALL DO OR PERMIT TO BE DONE ANY ACTION OR ACTIVITY WHICH COULD RESULT IN THE POLLUTION OF THE RETENTION PONDS, DIVERSION OF WATER, CHANGE IN ELEVATION OF THE WATER LEVEL, EARTH DISTURBANCE RESULTING IN SILTING OR ANY OTHER CONDUCT WHICH COULD RESULT IN AN ADVERSE EFFECT UPON WATER QUALITY, DRAINAGE, OR PROPER RETENTION POND MANAGEMENT, OR OTHERWISE IMPAIR OR INTERFERE WITH THE USE OF THE RETENTION PONDS FOR DRAINAGE AND RELATED PURPOSES FOR THE BENEFIT OF MEADOW CREEK SUBDIVISION, SECTION THREE. THERE WILL BE NO PUBLIC ACCESS TO THE RETENTION PONDS. ONLY THOSE HOMEOWNERS ON LOTS #1 AND 49-81, AND 130-145 INCLUSIVE, WILL HAVE ACCESS TO SAID RETENTION PONDS.

2.13. NO SWIMMING OR MOTORIZED BOATING ACTIVITY SHALL BE CONDUCTED IN, ON OR ABOVE SAID RETENTION PONDS AREA.

2.14. THE CORPORATION MAY FROM TIME TO TIME ESTABLISH RULES REGARDING THE USE OF THE RETENTION PONDS AND RELATED DRAINAGE AND UTILITY EASEMENT AREAS, PROVIDED SUCH RULES ARE NOT IN CONFLICT WITH THE RULES CONTAINED HEREIN, ARE REASONABLY ESTABLISHED TO PROTECT THE SAFETY AND WELFARE OF THE RESIDENTS OF MEADOW CREEK SUBDIVISION, SECTION THREE, AND THEIR GUESTS AS WELL AS ANY OTHER PERSON OR PROPERTY IN THE VICINITY OF THE RETENTION PONDS AND DRAINAGE AND UTILITY EASEMENT AREAS AND/OR ARE ESTABLISHED TO ASSURE THE CONTINUED SERVICE OF THE SAID AREAS FOR THE PURPOSE FOR WHICH IT WAS DESIGNED.

2.15. ANY AND ALL OF THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS WHICH, IN THIS INSTRUMENT ARE ASSUMED BY, RESERVED TO OR GIVEN TO THE CORPORATION MAY BE ASSIGNED OR TRANSFERRED TO ANY ONE OR MORE CORPORATIONS OR ASSOCIATIONS WHICH WILL AGREE TO ASSUME SAID RIGHTS, POWERS, DUTIES AND OBLIGATIONS AND CARRY OUT AND PERFORM THE SAME. ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE MADE BY APPROPRIATE INSTRUMENT IN WRITING IN WHICH THE ASSIGNEE OR TRANSFEREE SHALL JOIN FOR THE PURPOSE OF EVIDENCING ITS ACCEPTANCE OF SUCH RIGHTS, POWERS, DUTIES AND OBLIGATIONS, WHICH INSTRUMENT SHALL BE RECORDED AND SUCH ASSIGNEE OR TRANSFEREE SHALL THEREUPON HAVE THE SAME RIGHTS AND POWERS AND BE SUBJECT TO AND ASSUMED BY SAID CORPORATION. IN THE EVENT OF SUCH ASSIGNMENT OR TRANSFER, THE ASSIGNOR OR TRANSFEROR, SHALL THEREUPON BE RELEASED FROM ALL THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS IN THIS INSTRUMENT RESERVED TO OR GIVEN TO AND ASSUMED BY SAID CORPORATION. THE RIGHT OF ASSIGNMENT HEREBY RESERVED TO THE CORPORATION IS SO RESERVED TO THE END THAT THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS RESERVED OR GIVEN TO IT MAY BE ASSIGNED TO AN ASSOCIATION OR CORPORATION FORMED BY THE OWNERS OF LOTS IN SAID SUBDIVISION OR IN SAID SUBDIVISION TOGETHER WITH CONTIGUOUS SUBDIVISIONS. FOR THE PURPOSE OF ACCEPTING SAID ASSIGNMENT, AND SUCH ASSIGNMENT MAY BE MADE AT SUCH TIME AS THE CORPORATION MAY DETERMINE, WHENEVER IN THIS INSTRUMENT REFERENCE SHALL BE DEEMED TO INCLUDE THE SUCCESSORS AND ASSIGNS OF SAID CORPORATION.

2.16. OTHER CONDITIONS AND RESTRICTIONS SHALL BE TAKEN TO BE REAL COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES, PERSONS AND CORPORATIONS OWNING OR ACQUIRING LAND IN SAID SUBDIVISION, AND THEIR HEIRS, EXECUTORS, ADMINISTRATIVE SUCCESSORS AND ASSIGNS UNTIL JANUARY 1, 2017. THESE RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED IN THEIR ENTIRETY FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY APPROPRIATE INSTRUMENT AND WRITING, AND CONSENTING TO THEIR TERMINATION IN WHOLE OR IN PART, SHALL BE FILED FOR RECORD, EXECUTED AND ACKNOWLEDGED BY THE OWNERS OF NOT LESS THAN A MAJORITY OF THE LOTS.

3.01. ANY VIOLATION OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN WHILE THE SAME ARE IN FORCE SHALL BE SUFFICIENT REASON FOR ANY OTHER PERSONS OWNING ANY LOT IN SAID SUBDIVISION TO INITIATE PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS OR RESTRICTIONS AND TO PREVENT HIM OR THEM FROM SO DOING, OR TO CAUSE THE REMOVAL OF ANY VIOLATION AND TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION OR ATTEMPTED VIOLATION.

3.02. ALL TRANSFERS AND CONVEYANCES OF EACH AND EVERY LOT OF SAID SUBDIVISION SHALL BE MADE SUBJECT TO THESE COVENANTS AND RESTRICTIONS.

3.03. IT IS EXPRESSLY AGREED THAT IF ANY COVENANT OR CONDITION OR RESTRICTION HEREIN ABOVE CONTAINED, OR ANY PORTION THEREOF, IS INVALID OR VOID, SUCH INVALIDITY OR VOIDNESS SHALL IN NO WAY AFFECT ANY OTHER COVENANT, CONDITION OR RESTRICTION.

3.04. ALL COSTS OF LITIGATION AND ATTORNEY'S FEES RESULTING FROM VIOLATION OF THESE COVENANTS SHALL BE THE FINANCIAL RESPONSIBILITY OF THE LOT OWNER OR OWNERS FOUND TO BE IN VIOLATION.

3.05. ANY CORPORATION OR ASSOCIATION WHICH MAY BE THE TRANSFEREE OR ASSIGNEE AS PROVIDED IN PARAGRAPH 2.15 HEREOF SHALL HAVE THE SAME POWER TO LEVY, ASSESS AND COLLECT FUNDS FROM LOT OWNERS AND TO EXPEND SUCH FUNDS AS ARE SET FORTH IN PARAGRAPH 2.10 AND 2.11 HEREOF FOR THE MEADOW CREEK SUBDIVISION HOMEOWNERS ASSOCIATION.