DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS
AS PART OF THE CREEKSIDE ADDITION TO THE CITY OF HARTFORD CITY, INDIANA

Creekside Company, LLC, Ralph E. Biggs, Max E. Melching, Arthur D. Needler and Robert J. Barry hereby declare that they are the owners of the real estate shown and described in this plat and do hereby layoff, plat and subdivide said real estate as a Planned Unit Development in accordance with the information shown on the plat, being the certified plat attached hereto and incorporated herein. The Planned Unit Development shall be known as Creekside, an Addition the City of Hartford City, Indiana.

Except as herein provided, all lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they be considered a part of every conveyance of land in said Addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Addition, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1 through 144 (Lots Numbered 33 and ~~33~~ 34 are intentionally omitted) plus Out Lot A. All streets and easements specifically shown are described and are hereby expressly dedicated to public use for their usual and intended purposes.

Additionally, Lots Numbered 1 through 11 and 56 through 71 are impressed with additional covenants which are set forth in a document entitled "Declaration of Additional Covenants for Certain Lots in Creekside Addition", which additional covenants, should they conflict with covenants set forth herein, shall control.

Out Lot A is reserved for the construction of not more than 50 apartment dwelling units to be owned and controlled by a common owner. None of the covenants, agreements, restrictions, easements and limitations herein set forth apply to Out Lot A. Where special provision is made for certain identified lots, the special provision, rather than the general provision, shall control.

1. Definitions. The terms hereinafter set forth shall have the following meanings:

INSTRUMENT FILE NO. 94-1116
This 1st day of June
A.D. 19 94 1:25 o'clock P M
Yvonne Furling
Recorder, Blackford County

a. "Developer" shall mean Creekside Company LLC, a limited liability company organized under the Indiana Business Flexibility Act.

b. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a dwelling or other structure may be erected in accordance with the restrictions hereinafter set forth.

c. "Dwelling Unit" shall mean any portion of a building designated and intended for use and occupancy as a residence by a single family located upon a lot, including the garage and any appurtenances.

d. "Owner" shall mean and refer to the holder, whether one or more persons or entitles, of the fee simple title to any lot or part thereof situated in the Addition, including Contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

e. "Lessee" shall mean and refer to a person leasing from an Owner, whether one or more persons or entities, of any "Dwelling Unit" situated in the Addition.

f. "Association" shall mean and refer to the duly established Creekside Association, Inc. to which all owners must belong.

g. "Common Area" shall mean and refer to those areas of land shown on any recorded plat and intended to be devoted to the common use and enjoyment of the Owners and Lessees in the Addition but shall not include areas leased or conveyed to Blackford Golf Club, Inc., its successors and assigns.

h. "Street" shall mean any street, avenue, roadway, cul de sac or boulevard of whatever name which is shown on the recorded plat of said Addition, and which has been heretofore and is hereby, dedicated to the public for the purpose of a public street or boulevard purposes.

i. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain other approvals in connection with improvements and developments.

2. Use. Lots Numbered 12 through 55 and 72 through 130 and 131 through 144 are reserved for single family Dwelling Units only. Lots Numbered 1 through 11 and 56 through 65 are reserved for single or double family Dwelling Units and Lots Numbered 66 through 71 are reserved for single, double or tri family Dwelling Units. Each Dwelling Unit must have an attached two or more car garage with minimum width of 20 feet.

3. Driveways. All driveways from the street to the garage shall be of hard surface and not less than twenty (20) feet in width.

4. Minimum Area; Single Family Dwelling Units. No Dwelling Unit shall be erected or permitted on Lots 19 through 27 and Lots 131 through 144 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,350 square feet in the case of a one-story dwelling, nor less than 825 square feet for a Dwelling Unit of more than one story. No Dwelling Unit shall be erected or permitted on Lots 12 through 18 and Lots 47 through 55 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garage, of less than 1,500 square feet in the case of a one story dwelling, nor less than 850 square feet for a Dwelling Unit of more than one story. No Dwelling Unit shall be erected or permitted on Lots 28 through 32, Lots 35 through 46 and Lots 72 through 130 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garages, of less than 1,700 square feet in the case of a one story dwelling, nor less than 900 square feet for a dwelling of more than one story. Any exceptions from above may be approved by the Architectural Control Committee.

5. Minimum Area; Double or Tri Family Dwelling Units. No Double or Tri Family Dwelling Unit shall be erected or permitted on Lots 1 through 11 and Lots 56 through 70 having a ground floor area upon the foundation, exclusive of open porches, breezeways or garages, of less than 1,100 square feet in the case of a one story dwelling, and less than 800 square feet in the case of a dwelling of more than one story. In case a single family dwelling unit is constructed on lots authorized for more than single family dwelling units, the same restrictions as apply to Lots 12 through 18 and Lots 47 through 55 shall apply.

6. Building Lines. No Dwelling Unit or other structure (including a fence or wall) shall be erected, placed or located on any lot nearer to the front lot line (or nearer to the side lot line on corner lots) than the minimum building set-back line as shown on the attached plat. No Dwelling Unit or other structure shall be located nearer than 8 feet to any side lot line. No Dwelling Unit or structure shall be located on any interior lot nearer than 30 feet to the rear lot line. On a corner lot, no Dwelling Unit or structure shall be located nearer than 8 feet to the interior lot line. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections. Exceptions to rear set back lines may be approved by the Architectural Control

Committee where unique physical characteristics of the lot may suggest the need for exception.

7. Further Subdivision. No lot approved for single family dwellings shall be further subdivided without prior approval of the Architectural Control Committee and Blackford Area Plan Commission. Lots 1 through 11 and Lots 56 through 70 may be subdivided by the lot owner without additional approvals to the number of Dwelling Units authorized by these covenants and restrictions with zero interior lot lines.

8. Single Owner Contiguous Lots. Whenever two or more contiguous Lots in the Addition shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

9. Yard Lights. Each Dwelling Unit with the exception of those constructed on Lots 131 through 144 and will cause an automatically controlled yard light or other illumination device to be installed in front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. Such yard lights or illuminating devices will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard lights or illuminating device.

10. Signs. No sign shall be erected or permitted, except designation and informational signs located in the commons area, one professional sign of not more than one foot square, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Fences. No fences shall be permitted in the back 25 feet of any lot abutting land dedicated to the [illegible] course; additionally, no fence shall be permitted at any location within lot except dog runs adjacent to the service

area of the home but not visible from surrbunding dwellings, street or golf course and approved fencing required to enclose a swimming pool. In any event, all proposed fencing must be approved in writing by the Architectural Control Committee.

12. Swing Sets and Play Equipment. No swing sets or play equipment will be permitted in the rear twenty-five (25) feet of any Lot abutting land dedicated to the golf course.

13. Landscaping. Each lot when completed must be landscaped with the minimum of 6 trees (with two (2) 2-1/2" diameter hardwood trees) and 10 shrubs located on front yard between street and the Dwelling Unit or Units.

14. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Paragraph No. 31 hereafter, and such amounts shall become a lien upon the Lot as provided at Paragraph No. 31.

15. Nuisances. No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution or which constitutes a nuisance or which is hazardous by reason of fire, explosion or in violation of the laws of the State of Indiana or any political subdivision thereof. No lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except as household pets, providing the same are not kept, bred or maintained for any commercial purpose. All fuel or oil storage tanks shall be installed underground or located within the main structure of the dwelling, its basement or attached garage. No unlicensed or unregistered automobiles or

motorized vehicles may be parked or maintained on any lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any lot but, instead, shall be equipped at all times for on-road driving.

16. Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets, golf course, or lots. Exceptions must be approved in writing by the Architectural Control Committee.

17. Storage and Temporary Structures. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, motor home, basement, tent, camping trailer, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot or adjacent to any lot or public street, or right-of-way within the subdivision or used as a residence either temporarily or permanently.

18. Pools and Tennis Courts. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No inground pool will be permitted in front of a dwelling, and the pool must be entirely within the rear and side building lines. All pools must be enclosed by a fence of the approved styles. Tennis courts shall be permitted only with the prior written approval of the Architectural Control Committee.

19. Mailboxes and Newspaper Boxes. The initial type, location, and installation of mailboxes and newspaper boxes shall be uniform and in accordance with design specifications established by the Architectural Control Committee.

20. Radio, Television Antennas, and Receiving Device. No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or any Dwelling Unit. No solar panels attached or detached shall be permitted unless the design is approved by the Architectural Control Committee.

21. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the subdivision shall be completed within twelve (12) months after

the beginning of such construction. No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

22. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. Each Dwelling Unit must have a minimum of 250 square feet of masonry (brick or stone) visible from the street. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

23. Approval of Improvements by Architectural Control Committee. In order to maintain harmonious structural design and lot grades, no dwelling building or improvements shall be erected, permitted or altered on any lot (and construction shall not be commenced) until the construction plans and specifications, and a site plan showing the location of the structure on said lot and grade elevations, have been approved by the Architectural Control Committee. The Architectural Control Committee shall be comprised of three (3) members to be designated by the Developer initially. The Developer shall have the right, at such time as it may elect, to relinquish its right to designate the members of the Architectural Control Committee to the Creekside Association. Two sets of plans of each improvement, with detailed front, side and rear elevations and floor plans showing square footage and grade elevations, shall be submitted to the Architectural Control Committee at the Developer's office or such other place as may be designated. The Committee's approval or disapproval of said plans shall be in writing; in the event the Committee, or a majority of its members, shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents and other information have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this paragraph will be deemed satisfied. All improvements shall be constructed in accordance with the plans and specifications as approved by the Architectural Control Committee and any improvements not so constructed shall be subject to immediate removal at Owner's expense. The provisions hereinbefore provided for violation or attempted

violation of any of these covenants and restrictions shall be applicable hereto. In addition, before any lot or tract within the Addition may be used or occupied, said user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy required by the Zoning Ordinance of Blackford County. Further, before any living unit within the Addition shall be used and occupied, the Developer shall have installed all improvements serving the lot whereon said living unit is situated, as set forth in Developer's plans filed with the Blackford County Area Plan Commission.

24. Liability. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, Personal Representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall he deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

25. Easements. Easements are hereby expressly reserved and dedicated with dimensions, boundaries and locations as designated on the attached plat for the installation and maintenance of public utilities (including, but not limited to, water, gas, telephone, electricity, cable T.V., and any other utilities of a public or quasi-public nature) and sewer and drainage facilities.

a. Any utility company and the Developer, their successors and assigns, will have the right to enter upon said easements for any lawful purpose. All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction to its original form. The utility will restore any improvement installed by an authorized utility.

b. No buildings or structures located in the Addition shall be connected with distribution facilities provided by electrical, television or telephone services, except by means of wires, cables or conduits situated beneath the surface of the ground (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Addition, and except for such housing, pedestals or facilities as may be appropriate for connection of utility services for individual lot owners.) Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting services by underground wires or cables.

c. The utility operating the sewer lines and sewage disposal plant for said subdivision shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the property lines of each lot by the developers. No individual water supply system, (except for Lots 28, 29, 30, 31, 32, 33 and 34 which are not initially expected to be served by City water service), or individual sewage disposal system, shall be installed, maintained or used in the Addition with the exception of wells used exclusively for geo-thermal HUAC systems and a well or other water system that may be used for maintaining the quality and quantity of the water in the lakes out of concern about underground water tables and discharge of used water, geo-thermal HUAC systems must be approved by the Architectural Control Committee. No rain or storm water runoff from roofs, street pavements or otherwise, or any other surface water, shall at any time be discharged into, or permitted to flow into, the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water run-off system. No sanitary sewage shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.

26. Sidewalks. Plans and specifications for this subdivision, on file with the Blackford County Area Plan Commission, require the installation of concrete sidewalks within the street rights-of-way in front of all lots except Lots Numbered 22, 25, 26, 27, 28 through 34, and Lots 131 through 144. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the Developer and shall be completed in accordance with said plans and specifications approved by the Developer prior to the issuance of a Certificate of Occupancy for any such lot, and the cost of said installation shall be a lien against any such lot enforceable by the Developer, Creekside Association or the Blackford County Area Plan Commission or its successor agency.

27. Flood Protection Grade. Small areas of this Addition are within a defined flood hazard area, however, to minimize potential damages from surface water, protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum protection grades; such grades shall be

the minimum elevation of a first floor or the minimum elevation of any opening below the first floor. The construction of basements shall be waterproofed to protect them against the infiltration of groundwater.

28. Access to Golf Course. Access to the grounds controlled by Blackford Golf Club, Inc. shall only be permitted at such locations as shall be agreed to and designated by the Blackford Golf Club, Inc.

29. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of ground controlled by Blackford Golf Club, Inc., the Directors of Blackford Golf Club, Inc. shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

30. Creekside Association. The Developer shall cause to be incorporated CREEKSIDE ASSOCIATION, INC., a not-for-profit association. The Association shall neither assess nor benefit the owners of Out Lot A, Lots 28 through 34 and Lots 131 through 144 who shall thereby not qualify for membership; otherwise, only this association shall be recognized and approved by the Developer as the association for all other lot owners within the Addition.

a. Membership. Subject to the above exceptions to membership, one membership shall be created for each lot or living unit planned in the Addition. Membership shall be comprised of owners of lots in Creekside.

b. Membership Transfer. Memberships will transfer from the Developer to his Grantee upon delivery of the deed.

c. Continuing Membership. The purchaser of any lot or living unit in the Addition shall be a member of said Association and shall continue to be a member of said Association so long as he continues to be the owner of a lot or living unit in the Addition for the purposes herein mentioned. Membership shall pass with the ownership of the land or living.

d. Transfer of Membership Rights and Privileges to Lease. Each owner or in lieu thereof each Lessee of a living unit (with the written consent of such owner to the Association), shall be a member of the Association and have the right to the owner's vote and privileges. Membership, where assigned to a Lessee or contract purchaser, will pass with the lease or sale instrument, except the owner may withdraw his membership assignment to the Lessee or sale instrument, at his discretion, by a sixty (60) day notice in writing to the Association.

31. Assessments. Developer, for each lot and/or living unit owned by it within the Addition, hereby covenants, and each owner of any lot or living unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Creekside Association, Inc. the Maintenance Fund assessments and charges, as hereinafter provided. Creekside Villa Association, Inc. (see Paragraph No. 33) shall assess and collect assessments by Creekside Association, Inc. as a part of its program of assessments and shall remit to Creekside Association, Inc. payment for its assessments in one annual payment.

a. Maintenance Fund. The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Addition and in particular, for the improvement and maintenance of the lakes, sidewalks, surface drainage system, and all other Common Areas, including, but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the members of the Association in connection therewith. Each lot sufficiently cleared to permit partial or total mowing not built on will be assessed an annual mowing fee. The following assessments will be assessed to all lots that have improved streets.

The amount of said Maintenance Fund Assessments is established as follows:

(i) An annual assessment fee for the calendar year starting January 1, 1995, shall be ten dollars ($10.00 per assessable membership.

(ii) Mowing fee will be assessed October 1, 1995, for previous season. Mowing fee will be charged only to lot owners who have not built on their lots and have improved streets to said lot.

(iii) For each year thereafter, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine the annual membership assessment required to meet said budget. Such budget and assessment for each such calendar year shall be established by the Board of Directors at a meeting to be held not later than October 31st of each preceding calendar year. The Board of Directors shall then mail to all Association members a copy of said budget and notice of the ensuing year's assessment not later than November 15th of the year prior to the year to which the assessment is applicable.

(iv) The amount of the assessment set by the Board of Directors for any such calendar year may be changed by he members of the Association at a meeting duly called for that purpose as hereinafter provided. The President or Secretary of the Association shall call a meeting of the membership of the Association, to be held prior to December 31st of the year prior to the year to which the assessment is applicable. Upon receipt, prior to November 30th, of a written petition for assessment review bearing the signatures of at least twenty percent (20%) of the memberships of the Association. The President or Secretary of the Association shall give at least fifteen (15) days written notice of such meeting to all members.

(v) Any change so adopted in the amount of the assessment set by the Board of Directors must have the assent of two-thirds (2/3) of the memberships of the Association who are voting in person or by proxy at a meeting duly called for such purpose. At any meeting, a quorum of not less than fifty percent (50%) of all membership shall be required.

b. Collection. Such Maintenance Fund Assessment, together with interest thereon and costs of collection as hereafter provided shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and costs of collection, shall be the personal obligation of the person or persons who was the owner of such property at the time the assessment fell due. The obligation of the assessment is upon the owner of the property or the living unit and is not transferred, even though the owner may have transferred the membership and voting rights in the Creekside Association, Inc. as hereinbefore provided. If the assessments are not paid on the due date, then such assessments shall be a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, Personal Representatives and assigns. However, the personal obligation of the then owner to pay such assessment shall remain a personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing such action. The lien of the assessments as provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

32. Duration and Alteration. These protective covenants, restrictions and limitation shall be construed as, and shall be covenants running with the land and shall be binding upon all Owners and Lessees of land in said Addition and all persons claiming under them. They shall continue in existence for a period of twenty (20) years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each. The protective covenants, restrictions and limitations (but not the easements) may be changed, abolished or altered in part by written instrument signed by the owners of not less than seventy-five percent (75%) of the memberships of Creekside Association, Inc; and may be changed, altered or amended by the Developer within two (2) years from and date of recording hereof. All said amendments, changes or alterations, however, shall have the prior approval of the Blackford County Area Plan Commission or its successors.

33. Creekside Vil[illegible]ssociation, Inc. The Developer shall cause to be incorporated Creekside Villa Association, Inc., a not-for-profit association. Only this association shall be recognized and approved by the Developer as a second and additional association to Creekside Association for the owners of lots

or parts of Lots Numbered 1 through 11 and 50 through 70 within the Addition. The organization, purposes and powers (including power to levy assessments against owners of said lots) are contained in a separately executed and recorded document entitled "Declaration of Additional Covenants Re Certain Lots in Creekside Addition."

34. Waiver. The failure of the Developer, Creekside Association or an owner to enforce any covenant contained herein or right arising from any covenant contained herein shall in no case be deemed a waiver of that right or covenant.

35. Enforcement. The Association, Developer, Blackford Area Plan Commission, Architectural Control Committee, City of Hartford City, Indiana, 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 these covenants and restrictions. This provision does not impose a duty or obligation on any party to undertake enforcement responsibilities.

36. Restrictions Separately Enforced. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

37. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the Bylaws, or any rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

38. Annexation. Additional properties may be annexed by Developer and made subject to his Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

39. No Liability. Neither the Developer, the Architectural Control Committee, Blackford Golf Club, Inc. nor any member thereof, nor any of their respective heirs, Personal Representatives, successors or assigns, shall be liable to any one by reason of a mistake in judgment, negligence or nonfeasance arising out of the design, maintenance or operation of the golf course. Each lot

owner assumes the rules inherent with living adjacent to or in close proximity to a golf course.

IN WITNESS WHEREOF, Creekside Company, LLC, by Ralph E. Biggs, Arthur D. Needler and Robert J. Barry, all of its managing members pursuant to Article XII of its Operating Agreement, together with Ralph E. Biggs, Max E. Melching, Arthur D. Needler and Robert J. Barry, together making all of the owners of the real estate described in said plat, have hereunto set their hands and seals this 1st day of July, 1994.

CREEKSIDE COMPANY, LCC

By _____
Ralph E. Biggs

_____
Arthur D. Needler

_____
Robert J. Barry

"All of the Managing Members"

_____
Ralph E. Biggs

_____
Max E. Melching

_____
Arthur D. Needler

_____
Robert J. Barry

STATE OF INDIANA,

BLACKFORD COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of July, 1994, appeared Creekside Company, LLC, by Ralph E. Biggs, Arthur D. Needler and Robert J. Barry, all of its Managing Members, and also Ralph E. Biggs, Max E. Melching, Arthur D. Needler and Robert J. Barry, and acknowledged the above and foregoing as their voluntary acts and deeds.

Linda Rogers

Linda Rogers Notary Public

Resident of Blackford County, Indiana

My commission expires:

June 21, 1998

This instrument prepared by Robert J. Barry, Attorney-at-Law.

DECLARATION OF ADDITIONAL COVENANTS
FOR CERTAIN LOTS IN CREEKSIDE ADDITION
TO HARTFORD CITY, INDIANA

Creekside Company, LLC, hereby declares that it is the owner in fee simple of Lots Numbered 1 through 11 and Lots Numbered 56 through 71 in the Creekside Addition to Hartford City, Indiana, according to the recorded Plat thereof. In addition to the protective restrictions and covenants contained in the "Dedication, Protective Restrictions, Covenants and Easements as a Part of Creekside Addition to Hartford City, Indiana", Creekside Company, LLC, does hereby impress said aforementioned lots with additional protective restrictions, agreements and covenants which are:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Creekside Villas Association, Inc., an Indiana Not-For-Profit Organization, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the aforesaid lots or part thereof, which is a part of the properties hereinafter defined 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 the aforesaid Lots Numbered 1 through 11 and Lots Numbered 56 through 71, in the Creekside Addition to Hartford City, Indiana, according to the recorded Plat thereof and such other Lots in said subdivision, the Owners of which shall elect, as hereinafter provided, to adopt this Declaration of Additional Covenants.

Section 4. "Plat" shall mean and refer to the aforesaid recorded Plat of Creekside Addition to Hartford City, Indiana, recorded in the Office of the Recorder of Blackford County, Indiana.

Section 5. "Lot" shall mean and refer to either or any part of Lots Numbered 1 through 11 and Lots Numbered 56 through 71, upon the recorded Plat of the Creekside Addition to Hartford City, Indiana.

ARTICLE II

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Monthly assessments or charges; and

(b) Special assessments for improvements and operating deficits; and

(c) Special assessments, as provided in Articles III and IV; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless such successors expressly assume the same.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the properties and the living units situated thereon, payment of insurance premiums, and for other purposes as specifically provided herein.

Section 3. Maximum Monthly Assessments.

(a) Until January 1, 199__, the maximum monthly assessment on any lot shall be Thirty Dollars ($30.00) per lot.

(b) From and after January 1, 199__, the maximum monthly assessments may be increased each calendar year not more than twelve percent (12%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1, 199__, the maximum monthly

assessment may be increased above twelve percent (12%) by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors of the Association may fix the monthly assessments at an amount not in excess of the maximum.

(e) A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and maintenance of the properties and the living units thereof.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition tot he monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessments shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both monthly and special assessments for capital improvements and operating deficits must be fixed at a

uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to each Lot on the first day of the first month following the conveyance of such Lot by Declarant. The Board of Directors shall fix any increase in the amount of the monthly assessments at least thirty (30) days in advance of the effective date of such increase. No special assessments shall be made against any Lot prior to the aforesaid date on which monthly assessments against it first commence. Written noticed of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 7 hereof), then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such lot assessed, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the

same or to foreclose the lien against the Lot, or both, and there shall be added to the amount of such assessments the costs of preparing and filing the Complaint in such action; and in the event a Judgment is obtained such Judgment shall include interest on the assessments as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action in favor of the prevailing party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

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 lien mortgage and any purchase money mortgage. Sale or transfer of any Lot shall not affect the assessment lien. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any said mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

ARTICLE III

MAINTENANCE

Section 1. Maintenance by Owners. The Owner of each Lot shall furnish and be responsible for, at his own expense, all the maintenance, repairs, decorating and replacements within his living unit, including the heating and air conditioning system and any partitions and interior walls. Each Owner shall repair any defect occurring within his living unit which, if not repaired, might adversely affect the adjoining living unit. He also shall be responsible for the maintenance, repair and replacement of all windows in his resident and also the doors leading into the residence, including garage doors, and any and all other maintenance, repair and replacements of the improvements on his Lot which the Association is not required to perform;

provided, that any change in the color of exterior doors and garage doors, window frames and other exterior of a living unit which is the Owner's obligation to maintain must be first approved in writing by the Board of Directors of the Association. No Owner shall make any alterations or additions to the exterior of his living unit nor perform exterior maintenance thereof required to be performed by the Association without the prior written approval of the Board of Directors of the Association. Further, no Owner shall make any alterations to and within his respective living unit which would affect the safety or structural integrity of the building in which the living unit is situated or to which it is attached.

To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Section 2. Maintenance of Driveways. The Association shall be responsible for the maintenance, repair and repaving of all driveways and service walks within the boundaries of each Lot subject to assessments hereunder.

Section 3. Exterior Maintenance Obligations of Association with Respect to Lots. In addition to maintenance upon the driveways and service walks provided in Section 2 above, 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 of living units, and other exterior improvements, lawns, shrubs, trees, trash removal and snow removal from the paved portions of said driveways and service walks. Such exterior maintenance shall not

include glass surfaces, doors and doorways, windows, and window frames.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, 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 IV

INSURANCE

Section 1. Casualty Insurance. Each Owner of a Lot shall be responsible for, shall purchase and continuously maintain a casualty insurance policy or policies affording fire and extended coverage insurance insuring such Owner's properties and all living units thereon, in an amount equal to the full replacement cost.

Certificates or evidence of such insurance coverage shall be filed with and be kept on file with the Association. The Association will at least annually review the amount and type of such insurance and upon written notice and request each Owner shall purchase such additional insurance as the Board of Directors of the Association in its discretion deems necessary to provide the insurance coverage herein required. If an Owner fails to provide such requested additional insurance coverage, the Association shall cause such full replacement value to be determined by a qualified appraiser and shall purchase any required additional insurance and the cost of such appraisal and additional insurance shall be levied against and included in the monthly maintenance assessments for such Lot.

Section 2. Liability Insurance. The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy any Lot.

The Association shall obtain any other insurance required by law to be maintained, including but not limited to Workman's Compensation Insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such liability insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a separate monthly assessment to which each Lot owned by Association members shall be subject under the terms and provisions of Article II. Each Owner of a Lot conveyed to him by Declarant shall repay to the Association at the time his Lot is conveyed to him an amount equal to thirteen (13) monthly liability insurance assessments and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the purchase of insurance as herein provided or shall use such funds to repay the premiums of required insurance.

Section 4. Additional Insurance. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property and the contents of his living unit (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him), and for his personal liability.

Section 5. Casualty and Restoration. Damage to or destruction of any living unit, lot or other improvements due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Owner under no lien construction contract sand the proceeds of insurance, if any, shall be applied for that purpose.

Section 6. Insufficiency of Insurance Proceeds. If the insurance proceeds received by an Owner as a result of any such fire or any other casualty are not adequate to cover the costs of repair and reconstruction of any living unit suffering casualty damage, or in the event there are no proceeds, the costs of restoring the damage and repairing and reconstructing any living unit so damaged or destroyed shall be borne by the respective Owner or Owners of such living unit to the full extent of the additional costs and expenses of such restoration, repair or reconstruction over and above the insurance proceeds allocable to said living unit. If any Owner refuses or fails to make the required repairs necessary to restore any casualty damage, and shall leave his living unit in a state of disrepair, the Association shall complete the restoration and pay the cost thereof through an assessment against the other Owners which assessment shall be considered a special assessment constituting a lien on the living units of that Owner or those Owners who refuse or fail to make such repairs or restoration at the time required by the Association's Board of Directors and the Association may, in the same manner as provided for the collection of other assessments, foreclose such lien or otherwise proceed to collect the amount thereof from said defaulting Owners for the benefit of and on behalf of the other Owners who have paid such additional costs of restoration or repair.

For the purposes of Section 5 above, repair, reconstruction and restoration of any living unit shall mean construction or rebuilding as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a living unit upon the properties and placed on or abutting upon the dividing line between the Lots, as such dividing line was created by the conveyance of said unit, 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 costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. Subject to the provisions of Article III hereof, if a party wall is destroyed or damaged by fire or other casualty, 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 proportion to such use 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 wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, 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 form any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VI

ENCROACHMENTS AND EASEMENTS

Section 1. Encroachment. If, by reason of the location, construction, settling or shifting of a building, any part of a building consisting of a living unit appurtenant to a Lot (hereinafter in this Article VI referred to as the "encroaching lot") now encroaches or shall hereafter encroach upon any minor portion of any other adjacent Lot, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the encroaching Lot for the maintenance, use and enjoyment of the encroaching Lot and all appurtenances thereto.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving his Lot.

Section 2. Easement for Maintenance. The Association shall have the irrevocable right to have access to each living unit (servient unit) from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any wall, roof or other structural component of an adjacent living unit (dominant unit) which shares a common roof or common wall with the servient unit and is accessible from or through such servient unit.

The Association shall also have such irrevocable right of access to each living unit for the purpose of making emergency repairs therein necessary to prevent damage to an adjacent living unit. In the event that the Association is not required under the terms of these covenants to perform the necessary repair, maintenance or replacement of the wall or other structural component of a dominant unit or it fails to commence the work of such repair, maintenance or replacement within a reasonable time after demand therefor by the Owner of the dominant unit, then the Owner of said dominant unit shall have for the purposes of performing such work the same irrevocable right of access to the servient unit as is granted herein to the Association.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants herein enumerated, Declarant, any persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment. This Declaration may be amended or changed at

any time by an instrument recorded in the Office of the Recorder of Blackford County, Indiana, signed by the then Owners of at least sixty percent (60%) of the Lots; provided, however, none of the rights of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declarant may also be amended by Declarant, if it then has any ownership interest in the properties, at any time within two (2) years after the recordation hereof, except that Declarant shall not affect any of the following changes without the approval of sixty percent (60%) of the first mortgagees of the Lots (based upon one (1) vote for each mortgage) or sixty percent (60%) of the Owners of the Lots:

(a) Change in the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(b) Change the provisions herein governing the exterior maintenance of living units, walks, lawns, etc.;

(c) Allow the Association to maintain fire and extended insurance coverage on living units in an amount less than the full insurable value thereof (based on current replacement cost).

This Declaration shall be effective and binding for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Blackford County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 3. Notice to Mortgagees. The Association upon request, shall provide written notification to any lender holding a first mortgage or purchase money mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, which default has not been cured within sixty (60) days.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Additional Covenants to be executed on this 1st day of July, 1994.

CREEKSIDE COMPANY, LLC

By _____
Ralph E. Biggs

_____
Arthur D. Needler

_____
Robert J. Barry

STATE OF INDIANA,

COUNTY OF BLACKFORD, SS:

Before me, the undersigned Notary Public, in and for said County and State, this 1st day of July, 1994, personally appeared Creekside Company, LLC, by Ralph E. Biggs, Arthur D. Needler and Robert J. Barry, all of the managing members, and acknowledged the execution of the foregoing Declaration of Additional Covenants for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

_____
Linda Rogers, Notary Public
Resident of Blackford County, Indiana.

My commission expires:
June 21, 1996

This instrument prepared by Robert J. Barry, Attorney at Law.