

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS**  
**AS PART OF THE PLAT OF THE MEADOWS OF CROSS CREEK AN**  
**ADDITION TO THE CITY OF DECATUR**  
**ADAMS COUNTY, INDIANA**  
**PHASE I, SECTION I**

THIS DECLARATION, made on the day hereinafter set forth by the Undersigned as the owner in fee simple of Lots Numbered One Hundred Sixty Six (166) through Two Hundred Twenty Five (225), Two Hundred Forty Five (245) through Two Hundred Fifty One (251), and Two Hundred Sixty Four (264) through Two Hundred Sixty Six (266), consecutive and inclusive, in The Meadows of Cross Creek, an addition to the City of Decatur, Adams County, Indiana, according to the Plat thereof (hereinafter referred to as "DECLARANT"), WITNESSETH THAT:

WHEREAS, Declarant is the owner in fee simple of Lots Numbered One Hundred Sixty Six (166) through Two Hundred Twenty Five (225), Two Hundred Forty Five (245) through Two Hundred Fifty One (251), and Two Hundred Sixty Four (264) through Two Hundred Sixty Six (266), in The Meadows of Cross Creek, an addition to the City of Decatur, Adams County, Indiana, according to the Plat and desires to impose upon each and all of said Lots the covenants hereinafter set forth:

NOW THEREFORE, Declarant hereby declares that all of the aforesaid Lots Numbered One Hundred Sixty Six (166) through Two Hundred Twenty Five (225), Two Hundred Forty Five (245) through Two Hundred Fifty One (251), and Two Hundred Sixty Four (264) through Two Hundred Sixty Six (266), in The Meadows of Cross Creek, an addition to the City of Decatur, Adams County, Indiana, shall be impressed with and shall be held, sold, and conveyed subject to all of the following covenants which shall run with said Lots and be binding on all parties now having or hereafter acquiring any right, title or interest in the same or any part thereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1. "Developer" shall mean Fairway Lakes Limited Liability Company, Ralph E. Biggs and Steven J. Kreigh, managers.

Section 2. "Association" shall mean and refer to The Meadows of Cross Creek, Inc., an Indiana Not-For-Profit Organization, its successors and assigns. The membership of this association includes each living unit in Lot # One Hundred Sixty Six (166) through Two Hundred Twenty Five (225), Two Hundred Forty Five (245) through Two Hundred Fifty One

(251), and Two Hundred Sixty Four (264) through Two Hundred Sixty Six (266) in The Meadows of Cross Creek to the members of the above described lots.

Section 3. "Owner" shall mean and refer to the record owner, whether on or more persons or entities, of the fee simple title to any lot 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 4. "Properties" shall mean and refer to the aforesaid Lots Numbered One Hundred Sixty Six (166) through Two Hundred Twenty Five (225), Two Hundred Forty Five (245) through Two Hundred Fifty One (251), and Two Hundred Sixty Four (264) through Two Hundred Sixty Six (266) in The Meadows of Cross Creek, an addition to the Decatur, Adams County, Indiana, according to the Plat thereof and such other Lots in said subdivision, the Owners of which shall elect, as hereinafter provided, to adopt this Declaration of Covenants.

Section 5. "Plat" shall mean and refer to the aforesaid Plat of The Meadows of Cross Creek and will be recorded in the Office of the Recorder of Adams County, Indiana.

Section 6. "Lot" shall mean and refer to either or any part of Lots One Hundred Sixty Six (166) through Two Hundred Twenty Five (225), Two Hundred Forty Five (245) through Two Hundred Fifty One (251), and Two Hundred Sixty Four (264) through Two Hundred Sixty Six (266) in The Meadows of Cross Creek Subdivision.

Section 7. "Living Unit" shall mean and refer to the portion of a building erected on any Lot which is described and intended for the use and occupancy as a residence by a single family which portion of said building is divided by a common wall from another like portion of said building.

Section 8. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 9. "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

Section 10. "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.

Section 11. "Planned Unit Developments" (P.U.D.) will be created on Lots # 197 to 208 for single family villas, and 218 to 225 and 245 - 248 for duplex zero lot line villas.

Section 12. Additional lots in future sections shall be allowed membership in The Meadows of Cross Creek Association with the Decatur Plan Commission's approval.

## ARTICLE II

### PERMITTED LOT USE

Section 1. Permitted Lot Use. All lots will be zoned R-1 with designated sections being developed under a Planned Unit Development (P.U.D.) Lots #218 - 248 may be divided, with a minimum area being 5,000 S.F. all units must have attached garages with minimum of 16 feet.

Section 2. Driveways. All driveways from the street to the garage shall be of hard surface and not less than sixteen (16) feet in width.

Section 3. Minimum Area. No dwelling shall be erected or permitted on any lots or portion of a lot having a ground floor area up on the foundation, exclusive of open porches, breezeways or garage. Lots # 166-180, 1800 sq. ft. single story or 1000 sq. ft. on ground level for a dwelling of more than 1 story. Lots # 197-209 will be reserved for single family villas. Minimum of 1200 sq. ft. in case of 1 story, nor less than 850 sq. ft. for a dwelling of more than 1 story. Lots # 181 - 196, 209 - 217, and 249 - 251, and 264 - 266, shall be 1300 sq. ft. for one story or less than 850 sq. ft. for dwellings more than one story. Lots # 218 - 225 and 245 - 248 shall be 1,000 sq. ft. for one story or less than 850 sq. ft. for dwellings of more than one story.

Section 4. Building Lines. No dwelling or 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 25 feet as shown on the attached plat. No dwelling or structure shall be located nearer than 10 feet to any side lot line. Buildings may be located 20 feet to the rear lot line. On a corner lot, no building or structure shall be located nearer than 10 feet to the interior lot line. No tree, shrub, planting or other obstruction shall be permitted which obstructs a clear view at intersections. The above setbacks apply to all lots except those developed under the Planned Unit Development (P.U.D.). (P.U.D.) areas have a minimum building setback 25 feet as shown on attached plat, side yard setback 8 feet (unless connecting units in duplex villa zero side yard) and 20 feet rear yard setbacks.

Section 5. Yard Lights. Each dwelling 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 devices.

Section 6. Signs. No sign shall be erected or permitted, except subdivision 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 for rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 7. Fences. No wire, metal or chain link fences will be permitted on any lot.

- a) No man made fences will be allowed without the approval of the Architectural Control Committee.

Section 8. Landscaping. Each home or unit when completed must have lot landscaped with a minimum of 10 shrubs and trees located in the front yard between street and house. Each living unit will have at least one tree planted between sidewalk and street.

Section 9. 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 subdivision thereof. No lot shall be used for the purpose of raising, breeding or keeping animals, livestock or poultry except as house hold pets, providing the same are not kept, bred or maintained for any commercial purpose. No fuel or oil storage tanks shall be installed underground or located within the main structure of the dwelling, its basement or attached garage. No radio or television antenna or satellite receiver dish nor solar panels or similar structures shall be allowed on any lot or attached to any residential structure located on any lot that is more than 2 feet in diameter. No above ground swimming pool, containing more than 150 gallons of water shall be permitted on any lot. 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.

Section 10. No Temporary Dwelling. No structure of a temporary character, trailer, motor home, basement, tent, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot or used as a residence either temporarily or permanently.

Section 11. 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, or individual sewage disposal system, shall be installed, maintained or used in the Addition with the exception of a well or other water system that may be used for maintaining the quality and quantity of the water in the Lakes. No rain or storm water runoff from roofs, street pavements or otherwise, or any other surface water, shall at anytime 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.

Section 12. Mailboxes. Mailboxes will be located at the location(s) that the developer along with the U.S. Postal Service designates. No individual mailboxes, and or newspaper boxes will be allowed without the Board of Directors approval.

Section 13. Further Subdivision. Lots # 218-225 and 245-248 and any other lot approved by the Decatur Plan Commission can be divided for the duplex villas with interior zero lot lines. No other lot shall be further subdivided.

Section 14. Storage of Equipment. No boat, boat trailer, motor home, camping or other trailers, semi-tractor, or other machinery or equipment of any kind shall be kept on any lot for more than 72 hours, except within a completely enclosed building

Section 15. 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, a site plan showing the location of the structure on said lot, grade elevations, and outside colors 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 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 its designated representative, shall fail to approve or disapprove said plans within thirty (30) days after all necessary instruments, documents and other information have been submitted, then approval to the request as submitted shall be substantially completed before said building shall be used or occupied as a dwelling. 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 Decatur Zoning Ordinance. 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 Decatur Plan Commission.

Section 16. 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, or individual sewage disposal system, shall be installed maintained or used in the Addition with the exception of a well or other water system that may be used for maintaining the quality and quantity of the water in the Lakes. 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 sewer shall at any time be discharged or permitted to flow into the storm water and surface water run-off sewer system.

Section 17. Sidewalks. Plans and specifications for this subdivision, on file with the Decatur Plan Commission, require the installation of Five foot (5') concrete sidewalks within the street rights-of-way in front of all Lots inclusive. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the Developer, shall be completed in accordance with said plans and specifications and 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 Decatur Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

Section 18. Storage Building or Unattached Garage. No Structure of a temporary character, trailer, tent, garage, barn, tool shed, or other outbuilding shall be either used or located on any lot without the permission of the Architectural Control Committee.

Section 19. Community Association. The Developer shall cause to be incorporated The Meadows of Cross Creek Community Association. Developer will also create two additional associations, one for single family villas, and one for duplex villas. The Meadows of Cross Creek will bill each association annually for each living unit in said association.

a. Membership. One membership shall be created for each lot or living unit planned in the Addition.

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.

d. Transfer of Membership Rights and Priveleges 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, will pass with the lease except if the owner may withdraw his membership assignment to the Lessee at his discretion by a sixty-(60) day notice in writing to the Association.

Section 20. Assessments. Developer, for each lot and/or living unit owned by its 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 Community Association the Maintenance Fund assessments and charges, as hereinafter provided.

a. Maintenance Fund The "Maintenance Fund" assessment shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of resident of the addition and in particular, for the improvement and maintenance of the sidewalks, surface drainage system, playgrounds, and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, insurance, taxes, and all other things necessary or desirable in the opinion of the Members of the Association in connection therewith.

The amount of said Maintenance Fund Assessment will be established as follows:

I. An annual assessment fee for the calendar year starting after the incorporation for all lots that have been deeded from Fairway Lakes, LLC, shall be fifty dollars (\$50.00) per assessable membership. These funds will be used for up keep, general appearance, beautification of all common areas,

including but not limited to grass mowing, general maintenance, and sign maintenance

II. 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 31<sup>st</sup> 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 15<sup>th</sup> of the year prior to the year to which the assessment is applicable.

III. The amount of the assessment set by the Board of Directors for any such calendar year may be changed by the 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 31<sup>st</sup> of the year prior to the year to which the assessment is applicable. Upon receipt, prior to November 30<sup>th</sup>, 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.

IV. Any change so adopted in the amount of the assessment set by the Board of Directors must have the consent 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 twenty percent (20%) of all memberships shall be required.

V. Developer, Fairway Lakes, LLC agrees to start Association with a \$500.00 deposit and deposit and additional \$100.00 for each lot deeded after incorporation.

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 Community Association, 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 representative 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 eight percent (8%) 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 mortgages now or hereafter placed upon the property, taxes and assessments for public improvements.

Section 21. 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 fifty (50) 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 fifty (50%) percent of the memberships of the Community Association; and may be changed, altered or amended by the Developer within thirty (30) months from and date of recording hereof: All said amendments, changes, or alterations, however, shall have the prior approval of the Decatur Plan Commission or its successors.

Section 22. Waiver The failure of either the Developer 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.

Section 23. Severability. Invalidation of any one of these provisions shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 24. The Association, Plator, 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.

Section 25. 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 affect

Section 26. Enforcement. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. These covenants shall run with the land and be enforceable by the Homeowner Association, the Plator, or by any aggrieved lot owner in this subdivision.

Section 27. Masonry Front. All residences in The Meadows of Cross Creek subdivision shall have a minimum of 250 square foot of brick or stone on the front thereof, unless otherwise approved or permitted by the Architectural Control Committee.

Section 28. Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision.

Section 29. Damage From Golf Play. Owners of lots in The Meadows of Cross Creek should be aware that their homes and improvements may be subject to damage from golf play, including damage from golf balls striking walls and windows. There shall be no liability upon Fairway Lakes, L.L.C., The Meadows of Cross Creek Association, or Cross Creek Golf Course, the developer, builder, or their successors, and assigns for any such damage or injury to property or person. The owner shall be responsible for any and all repairs caused by such damage.

Section 30. 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 the Cross Creek Golf Course, the operator of Cross Creek Golf Course 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.

Section 31. Interference with Play of Golf Course. Owners of lots bordering on fairways of the Cross Creek Golf Course shall be obligated to refrain from any actions which would detract from the playing qualities of the course.

### ARTICLE III

#### ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Upon the sale of any Lot the purchaser and owner thereof shall immediately become a member of the Association on the date of said conveyance. Upon becoming a member of the Association, a member shall be obligated to contribute to the maintenance assessments in accordance with Article III of this Declaration, and shall be bound by all of the other terms of this Declaration. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. The purchaser/owner must join The Meadows of Cross Creek Association.

Section 2. Classes of Membership. The Association shall have one (1) class of voting membership:

Class A. Class "A" members shall be all members of the Association and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members, but only one vote shall be exercised as they determine. Each living unit in the subdivision will have one (1) vote.

Section 3. Board of Directors. The Owners of Lots shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

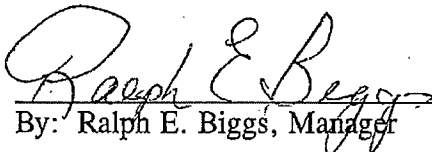
Section 4. Fairway Lakes L.L.C. Until such time as a Board of Directors is elected for the Association, Fairway Lakes L.L.C. shall act as the Board of Directors and have all of the powers and duties granted to the Board of Directors.

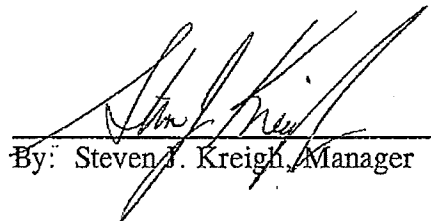
Section 5. Purpose

- (a) To establish an association of home owners located on all Lots in The Meadows of Cross Creek Subdivision, an addition to the City of Decatur, Adams County, Indiana.
- (b) To promote recreation, health, safety, and welfare of residents of the Addition, and in particular, for the improvement and maintenance of the sidewalks, surface drainage system, playgrounds, and all other common areas, including, but not limited to, repair, maintenance, cost of labor, equipment, materials, supervision, security, lighting, lawn care, insurance, taxes, and all other things necessary or desirable in the opinion of the members of the Association in connection therewith.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants to be Executed on this 6<sup>th</sup> day of December, 2005.

FAIRWAY LAKES, L.L.C.

  
By: Ralph E. Biggs, Manager


  
By: Steven J. Kreigh, Manager

STATE OF INDIANA, COUNTY OF ADAMS, SS:

Before me, the undersigned Notary Public, in and for said County and State, this 6<sup>th</sup> day of December, 2005, personally appeared Ralph E. Biggs, Manager and Steven J. Kreigh, Manager of Fairway Lakes, L.L.C., each over the age of eighteen (18) years, and acknowledged the execution of the foregoing Declaration of Covenants for the uses and purposes therein contained.

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



  
Regina L. Glover, Notary Public  
Resident of Adams County, Indiana

My Commission Expires: 8/23/08

**AMENDMENT OF**

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS & EASEMENTS**  
**AS PART OF THE PLAT OF THE MEADOWS OF CROSS CREEK AN**  
**ADDITION TO THE CITY OF DECATUR**  
**ADAMS COUNTY, INDIANA**  
**PHASE I, SECTION I**

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR  
TRANSFER

As recorded in Instrument 200500005988 or Book 21 Page 17 - 27.

MAY 1 2008

*William A. Berne*  
AUDITOR ADAMS COUNTY

**ARTICLE II**

Section 3. Minimum Area. Lots #197, 198, 199, 200 & 201 must have at least 1,000 square foot of living area with attached two car garages. All homes in the subdivision shall have attached garages.

IN WITNESS WHEREOF, the undersigned have caused this Amendment of Covenants to be executed on this 30th day of April, 2008.

FAIRWAY LAKES, L.L.C.

*Ralph E. Biggs*  
By: Ralph E. Biggs, Manager

*Steven J. Kreigh*  
By: Steven J. Kreigh, Manager

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

STATE OF INDIANA, COUNTY OF ADAMS, SS:

Steven J. Kreigh

Before me, the undersigned Notary Public, in and for said County and State, this 30th day of April, 2008, personally appeared Ralph E. Biggs, Manager and Steven J. Kreigh, Manager of Fairway Lakes, L.L.C., each over the age of eighteen (18) years, and acknowledged the execution of the foregoing Declaration of Covenants for the uses and purposes therein contained.

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



*Regina L. Glover*  
Regina L. Glover, Notary Public  
Resident of Adams County, Indiana

My Commission Expires: 8/23/08

Prepared by: Steven J. Kreigh