

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

SECTION III

REF 2021006543

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Thomas R Krueckeberg
Adams County Recorder
Recorded as Presented



THIS DECLARATION, made on the day hereinafter set forth by the Undersigned as the owner in fee simple of Lots Numbered Two Hundred Seventy-Nine (279) through Three Hundred Three (303), and Three Hundred Four (304) through Three Hundred Thirty-Seven (337), 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 Two Hundred Seventy Nine (279) through Three Hundred Three (303), and Three Hundred Four (304) through Three Hundred Thirty-Seven (337), consecutive and inclusive, 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 Two Hundred Seventy-Nine (279) through Three Hundred Three (303), and Three Hundred Four (304) through Three Hundred Thirty-Seven (337), consecutive and inclusive, 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, the Developer and/or the Association.

ARTICLE I

DEFINITIONS

Section 1. "Developer" shall mean Fairway Lakes Limited Liability Company and Cross Creek Shareholders Limited Liability Company.

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 # Two Hundred Seventy-Nine (279) through Three Hundred Three (303), and Three Hundred Four (304) through Three Hundred Thirty-Seven (337), consecutive and inclusive, in The Meadows of Cross Creek to the members of the above described lots.

Section 3. "Owner" or "Owners" shall mean and refer to the record owner, whether one 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 Two Hundred Seventy-Nine (279) through Three Hundred Three (303), and Three Hundred Four (304) through Three Hundred Thirty-Seven (337), consecutive and inclusive, 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 any and all amendment to, or replat thereof, 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 Two Hundred Seventy-Nine (279) through Three Hundred Three (303), and Three Hundred Four (304) through Three Hundred Thirty-Seven (337), consecutive and inclusive, in The Meadows of Cross Creek Subdivision.

Section 7. "Patio Home" shall mean and refer to Single Family Villas to be built on Lots Numbered Three Hundred Four (304) through Three Hundred Thirty-Seven (337), consecutive and inclusive, in The Meadows of Cross Creek Subdivision.

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 # 304 to 337 for single family villas.

Section 12. Additional lots in previous and future sections of Meadows of Cross Creek 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 #304 - 337 all units must have attached garages with minimum of 18 feet wide garage. These homes will be referred to as "Patio Homes".

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 of less than the following: Lots # 279-303, 1500 sq. ft. single story or 1000 sq. ft. on ground level for a dwelling of more than 1 story. Lots # 304-337 will be reserved for single family villas. Single family villas require minimum of 1000 sq. ft. in case of 1 story, or no less than 850 sq. ft. for a dwelling of more than 1 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 including a fence, to any side lot line. Buildings may be located no closer than 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 that obstructs a clear view at intersections. The above setbacks apply to all Lots except those developed under the Planned Unit Development (P.U.D.). "Patio Homes" areas have a minimum building setback 25 feet as shown on attached plat, side yard setback no closer than 5' to lot line with a total separation of "Patio Homes" to be 10' or greater and 20' rear yard each for Lots 304 through 319. Lots 320 through 337 will have side yard setbacks of 6.5'.

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 household 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 #279 through #303 may not be further subdivided. Lots #304 through #337 may be divided to insure proper distance of "Patio Homes".

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. 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 17. 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 18. Community Association. The Developer has caused to be incorporated The Meadows of Cross Creek Community Association. Developer has also created The Villas of The Meadows of Cross Creek Association. The Meadows of Cross Creek will bill annually for each living unit in The Villas of The Meadows of Cross Creek.

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 Leasee 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 Leasee, will pass with the lease except if the owner may withdraw his membership assignment to the Leasee at his discretion by a sixty-(60) day notice in writing to the Association.

Section 19. 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 2021 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 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.

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 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.

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 will not be charged the Annual Assessment, but Fairway Lakes, LLC and/or assigns agrees to pay \$100 dollars for each new lot deeded. New owner will be responsible for annual fee thereafter.

VI. Membership to The Villas of The Meadows is required for Lots Numbered Three Hundred Four (304) through Three Hundred Thirty-Seven (337), consecutive and inclusive, in The Meadows of Cross Creek, an addition to the City of Decatur, Adams County, Indiana, and subject to the covenants and restrictions of The Villas of The Meadows including but not limited to the monthly assessments. (Copy of the Covenants & Restrictions are attached.)

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 20. 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-six (36) 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. Masonry Front. All Single Family homes located 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. "Patio Homes" will have a minimum of 125 square foot of masonry visible from the street.

Section 27. 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 28. 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 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 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 30. 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.

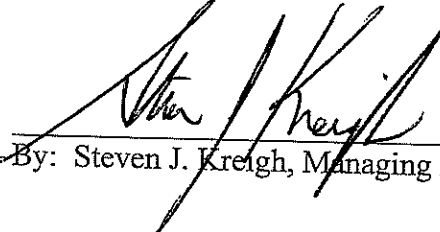
Section 3. Board of Directors. The Owners of Lots shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. 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 2nd day of December, 2021.

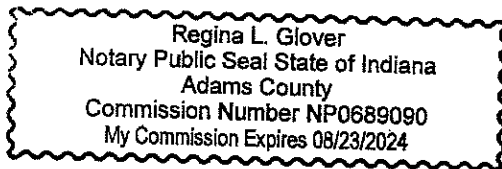
FAIRWAY LAKES, L.L.C. and CROSS CREEK SHAREHOLDERS, L.L.C.

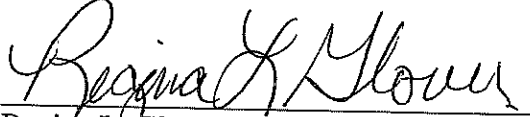

By: Steven J. Kreigh, Managing Member

STATE OF INDIANA, COUNTY OF ADAMS, SS:

Before me, the undersigned Notary Public, in and for said County and State, this 2nd day of DECEMBER, 2021, personally appeared Steven J. Kreigh, Managing Member of Fairway Lakes, L.L.C. and Cross Creek Shareholders, L.L.C., being 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: 8/23/24

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.

Steven J. Kreigh

