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Subdivision Covenants and Restrictions

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THIS INSTRUMENT WAS PREPARED BY
EDWARD D. GIACOLETTI
REGISTERED LAND SURVEYOR-INDIANA #S0560
SCHNEIDER ENGINEERING CORP.
3020 NORTH POST ROAD
INDIANAPOLIS, IN 46226
TELEPHONE (317) 898-82

9408224

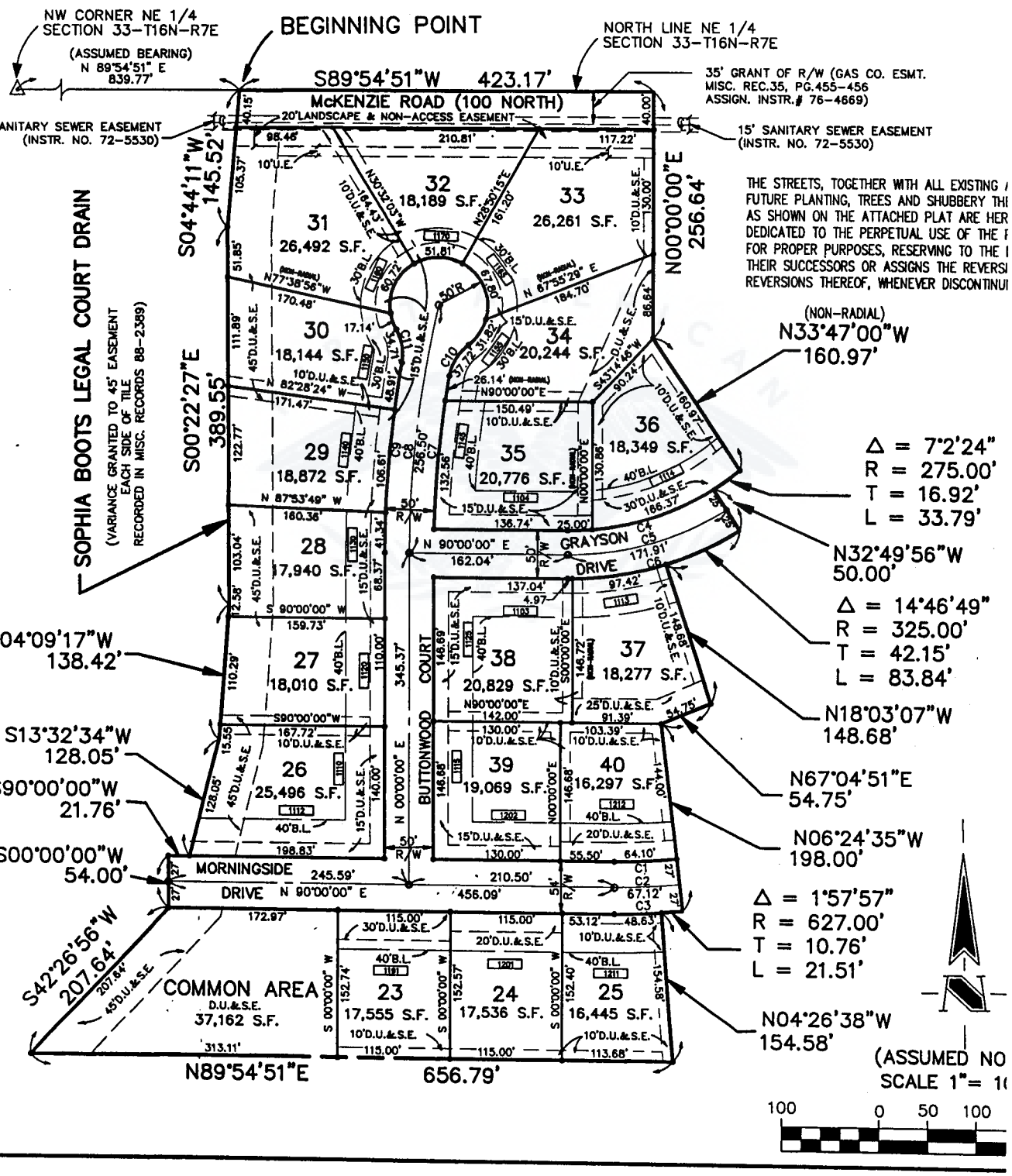
HANCOCK COUNTY RECORDER

94 JUL 29 PM 12:01

CRICKET REEL
SECTION TWO
SECONDARY PLAT
PART N.E.1/4
SECTION 33-T16N-R7E
HANCOCK COUNTY, INDIANA

LEGEND

O — MONUMENTATION IN STREETS
D.U.&S.E. DRAINAGE, UTILITY AND SEWER EASEMENT
B.L.— BUILDING LINE
● — INDICATES 5/8" REBAR W/CAP
[0000]— DENOTES MAILING ADDRESS
SF — SQUARE FOOTAGE



CRICKET REEI
SECTION TWO
SECONDARY PLAT

Dedication and Plat Restrictions:

KNOW ALL MEN BY THESE PRESENTS: That CRICKET REEL, CORPORATION, Owner of the lands shown and described hereon has caused to be made the attached plat entitled "CRICKET REEL SECTION TWO", the same being a subdivision of the Northeast Quarter of Section 33, Township 16 North, Range 7 East, Center Township, Hancock County, Indiana.

1. The express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.

2. The official zoning regulations now in effect or as the same may be amended from time to time, changed or amended applicable to the area within which the subdivision is located shall be observed.

3. The streets together with all existing and future planting, trees and shrubbery thereon, as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversions thereof, whenever discontinued by law.

4. There is hereby created an easement within all areas designated herein as "DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of all utilities, including without limitations, electricity, telephone services, water and sewer distribution and collection services, and any other utilities or services that may, in the future, be engaged or caused to be installed by the developer, its successors or assigns and/or the owners of property within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within and franchised for, the subject area. NO permanent buildings, trees or fences shall be placed on said areas designated as "DRAINAGE AND UTILITY EASEMENT" but same may be used for garden, shrubs landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights of herein described.

5. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private attached garage for not more than three cars.

6. Front yard building setback lines are hereby established as shown on this plat, between which lines and the property line of the street, there shall be erected or maintained no building or structures.

7. No building shall be located on any lot nearer to the front property line or nearer to the side street lines than the minimum building setback lines shown on the plat. No dwelling unit shall be located nearer than ten (10) feet to any side lot line.

8. Minimum square footage of a one story dwelling unit shall be 1800 sq. ft. In the case of a two story dwelling, the minimum square footage shall be 2400 sq. ft. These square footages refer only to finished interior living space, excluding open patios, finished lower (basement) levels, porches garages, etc.

9. All driveways shall be paved concrete.

10. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any lot, except in an enclosed garage.

11. No storage sheds tool sheds,mini-barns or accessory buildings shall be permitted with the exception of cabana buildings associated with swimming pools.

12. All swimming pools shall be in-ground, and no above-ground pools shall be permitted.

13. No satellite dishes shall be permitted.

14. All homes shall have a minimum two car garage. No carports shall be permitted.

15. All mailboxes shall be of a uniform design and color specified by the declarant.

16. All roof pitches shall not be less than 6/12.

17. There shall be no front basketball goals.

18. All roof vents whether plumbing vent stacks, furnace stacks, or roof ventilation units shall be located on the rear roof and shall be painted of a manufacturer's color to match/blend with the roofing color.

19. No heat pumps, air conditioning units or gas meters will be installed on the front of the house.

20. Air conditioning and KV transformer units shall be screened with landscaping approved by declarant.

21. All fences are to be approved by the Architectural Committee. Chain link and similar type metal fences are prohibited.

22. No building, structure, driveway, fence, wall, patio, swimming pool, landscaping, antennas, tennis court, or other form of improvement shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the design, dimensions, color, materials, and location thereof have been approved by the Architectural Committee as to their conformity and harmony of external design with the existing buildings, structures and other improvements in Cricket Reel Subdivision, and as to compliance with applicable law and the covenants herein contained; provided, however, that no such approval shall be required for any improvements constructed by Declarant. If the Architectural Committee fails to act upon any plans submitted to it for approval within a period of thirty (30) days from the submission date of such plans, such failure shall be deemed approval and the Owner may then proceed with the construction according to the plans submitted.

23. Whenever any approval or exercise of discretion by the Architectural Committee is called for by this Declaration, the Architectural Committee shall exercise its discretion reasonably in view of the general purposes of this Declaration, and in view of any specific purposes or standards which govern the specific approval or exercise of discretion in question, as may be specified in the section or sections of this Declaration relating thereto. The Architectural Committee shall have no power to approve any plans that do not comply with the use and bulk restrictions set forth or to vary or alter any other term, condition, covenant, or restriction in this Declaration or Plat Restrictions; unless express authority therefor is granted by this Declaration or by the Plat Restrictions.

24. Upon receipt of all approvals required pursuant to this Article, each Owner shall, as soon as practical, satisfy or cause to be satisfied all conditions thereof and diligently proceed with the commencement and completion of all approved construction. If work is not substantially completed within eighteen (18) months of the date of such approval, or such longer period as the Architectural Committee may approve prior to the expiration of such eighteen (18) months then the approval of the plans for such work shall terminate automatically without any further act by any person, and such Owner shall not commence or continue such construction without further approval of the Architectural Committee obtained in the manner of the initial approval as herein above provided. Failures to comply with the limitations set forth in this section shall constitute a breach of this Declaration and subject the defaulting party to all enforcement procedures set forth herein and any other remedies provided by law or equity. Furthermore, the Architectural Committee, at its discretion, may declare such uncompleted improvement to be a nuisance and shall have all remedies provided by law, in equity or in this Declaration, to abate such nuisance.

25. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any lot hereof. No boat trailer, camper or mobile home shall be parked within twenty-five (25) feet of the front property line of any lot. No garage or basement shall be built for living quarters or no occupancy of unfinished dwellings shall be permitted.

THIS INSTRUMENT WAS
PREPARED BY THE CRICKET REEL CORP.

CRICKET REEL
SECTION TWO
SECONDARY PLAT

CABINET B
SLIDE 226
PAGE 94 OF 224
Jane A. Rose
HANCOCK COUNTY RECORDER

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20. Air conditioning and KV transformer units shall be screened with landscaping approved by declarant.

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25. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any lot hereof. No boat trailer, camper or mobile home shall be parked within twenty-five (25) feet of the front property line of any lot. No garage or basement shall be built for living quarters or no occupancy of unfinished dwellings shall be permitted.

THIS INSTRUMENT WAS
PREPARED BY THE CRICKET REEL CORP.

26. The Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

A. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

B. Remove all debris or rubbish;

C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

D. Cut down and remove dead trees;

E. Where applicable, prevent debris and foreign material from entering drainage areas.

F. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

27. No sign of any kind shall be displayed to the public view on any lot except: one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or a sign of any dimensions used by the builder or developer to advertise the property during construction and sales period.

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

29. No fence wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or in the case of rounded corners, from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line within the edge of a driveway. No trees shall be permitted within such distances of such sight lines.

30. Declarant, the Cricket Reel Corporation, shall be responsible for maintenance of all common areas, which includes the entrance area, retention lakes, medians, and landscape ensements , until Declarant relinquishes responsibility to The Cricket Reel Homeowner's Association. The Association shall be organized as a Not-For-Profit Corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation and By-Laws thereof.

IN WITNESS WHEREOF: CRICKET REEL CORPORATION, an Indiana Corporation, has caused these presents to be signed in its Corporate name by its President this 11th day of July, 1994

STUART BARR, PRESIDENT

STATE OF INDIANA)
COUNTY OF HANCOCK) SS:

I HEREBY CERTIFY: That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Stuart Barr, President, of CRICKET REEL CORPORATION, An Indiana Corporation, to me well known to be the person herein described and acknowledged the execution thereof to be their free act and deed. WITNESS MY SIGNATURE AND OFFICIAL SEAL THIS 11th day of July 1994

NOTARY PUBLIC SEAL INDIANA

Patty A. Epton
NOTARY PUBLIC, Resident of Hancock County, Indiana

My commission expires 5/20/96

88 7113

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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF CRICKET REEL

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made this 14th day of November, 1988, by CRICKET REEL CORPORATION, an Indiana corporation (hereinafter referred to as "Declarant" or "Developer"), and

WITNESSES:

WHEREAS, Developer is the sole owner in fee simple of all of the lands contained in the area described in Exhibit A (description of Section I only), attached hereto and made a part hereof, (the "Real Estate"); and

WHEREAS, Developer is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B (overall description), upon which Developer or its assigns may, but is not obligated to, construct residential facilities which shall be known as the "Cricket Reel Subdivision" ("Cricket Reel" or the "Development") and which shall be platted by Developer in sections from time to time; and

WHEREAS, the Real Estate has been platted by Developer as Section I of the Cricket Reel Subdivision with Dedication and Plat Restrictions which run with the land comprising Cricket Reel which was recorded on July 22, 1988 as Instrument No. 884420 in the Office of the Recorder of Hancock County, Indiana (which, by this reference, is incorporated herein and, together with the plats of the future sections of the Cricket Reel Subdivision to be recorded from time to time, are collectively referred to as the "Plat Declaration"); and

WHEREAS, Developer desires to subject the Development to certain covenants and restrictions (the "Restrictions") in addition to those set forth in the Plat Declaration in order to further insure that the development and use of the various lots in Cricket Reel are harmonious and do not adversely affect the value of surrounding Lots on the Development; and

WHEREAS, Developer desires to provide for maintenance of the Easement Areas and Common Areas, which includes any retention/detention ponds, and improvements located or to be located in Cricket Reel, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Cricket Reel.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and

to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to the Development, or any part thereof. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development as described in Exhibit B, to exclude any real estate as shown from the Development, or to include additional real estate. To the extent any of the provisions of this Supplemental Declaration conflict with the provisions of the Plat Declaration, the provisions of this Supplemental Declaration shall supercede such provision of the Plat Declaration.

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned thereto in the Plat Declaration. In addition, the following are definitions of terms as they are used in this Declaration (which, for purposes hereof shall supercede any different definition of such term in the Plat Declaration).

(i) "Architecture Committee" shall mean the Cricket Reel Architecture Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, at which time the Association shall appoint from its membership the members of this Architecture Committee.

(ii) "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of paragraph 5 herein.

(iii) "Association" shall mean the "Cricket Reel Homeowners Association, Inc.", or an organization of similar name, its successors and assigns which has been or shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for Common Expenses and the cost of such other services as may be desired for the common benefit of all Owners.

(iv) "Common Area" shall mean those areas set aside for conveyance to the Association, designated as such on the plats and as described in Section 30 of the Plat Declaration.

(v) "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement and replacement of Common Area, Common Property, or Easement Area, snow removal and trash removal (to the extent, if any, provided by the Association), taxes assessed against any Common Area, Common Property, or Easement Area, and any other cost or expense incurred by the Association for the benefit of the Common Area, Common Property, or Easement Area, and shall also include the costs of insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system, street lights, or other improvements constructed by Developer.

(vi) "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, in which is located in, upon or under the Common Areas, easements or streets within Cricket Reel. Without limiting the generality thereof, Common Property shall include, to the extent not publicly dedicated, all streets, curves, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces.

(vii) "Declarations" means this Supplemental Declaration and the Plat Declaration, collectively.

(viii) "Developer" or "Declarant" means Cricket Reel Corporation, an Indiana corporation or any other person, firm, corporation or partnership which succeeds to the interest of Cricket Reel Corporation as developer of Cricket Reel.

(ix) Easement Area" shall mean those areas set aside for and included within the boundaries of one or more lots and designated as an easement on the plat of Cricket Reel, which includes the landscaping areas, various easements for utilities, sewers, storm drainage, and retention/detention ponds.

(x) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation; provided, however, that the Declarant shall be deemed for all purposes hereof relating to payment of Assessments not to be an Owner with respect to any Lot during the period of initial construction of a residence thereon, the period prior to the initial sale thereof during which the residence is not being used for residential purposes and during the period such residence is being used for model/sales purposes.

2. ARCHITECTURE COMMITTEE.

A. Powers of Architecture Committee.

(i) In General. No dwelling, building structure or improvement of any type or kind shall be repainted, constructed or placed on any Lot in the Development, and no existing trees shall be removed, without the prior approval of the Architecture Committee. Such approval shall be obtained only after written application has been made to the Architecture Committee by the Owner of the Lot requesting authorization from the Architecture Committee. Such written application shall be in the manner and form prescribed from time to time by the Architecture Committee, and shall be accompanied by one (1) complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or

information which the Architecture Committee may require. All plans and drawings required to be submitted to the Architecture Committee shall be drawn to such scale as the Architecture Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for any required permits shall bear the stamp or signature of the Architecture Committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Architecture Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, or proposed tree removal, wood, in the opinion of the Architecture Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

(iii) Developer Improvements. The Architecture Committee shall have no powers with respect to any improvements or structures erected or constructed by the Developer (or any builder if Developer has approved the plans therefore).

B. Duties of Architecture Committee. The Architecture Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it one (1) copy of submitted material shall be retained by the Architecture Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval. If the Architecture Committee fails to act upon any plans submitted to it for approval within said thirty (30) day period, such failure shall be deemed approval and the Owner may then proceed with the proposed improvements in accordance with the plans submitted.

C. Liability of Architecture Committee. Neither the Architecture Committee nor any agent thereof, nor Developer shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it nor for any defects in any work done according thereto.

D. Inspection; Time for Completion. The Architecture Committee may inspect work being performed with its permission to assure compliance with these restrictions and applicable regulations. Upon receipt of approval from the Architecture Committee, each Owner shall, as soon as practicable, satisfy or cause to be satisfied all conditions thereof and diligently proceed with the

commencement and completion of all approved construction. If work is not substantially completed within eighteen (18) months of the date of such approval, or such longer period as the Architecture Committee may approve prior to the expiration of such eighteen (18) month period, then the approval of the plans for such work shall terminate automatically without further notice from the Architecture Committee, and such owner shall not commence or continue such construction without further approval of the Architecture Committee obtained in the manner of the initial approval as provided herein.

E. Remedies for Failure to Obtain Approval. In the event any changes or improvements are made to any structures on any Lot without first obtaining the approval of the Architecture Committee as required herein, the association and the Architecture Committee shall have the enforcement rights set forth herein and may require any changes or improvements undertaken or installed without the approval of the Architecture Committee to be removed or renovated by whatever means the association and/or the Architecture Committee deem appropriate, with the costs thereof, including reasonable attorney's fees, to become a lien against the Defaulting Owner's Lot.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Additionally, the Association, and/or members therein, may be members in any one or more umbrella or joint homeowner's associations, if any, composed of associations and/or members from surrounding areas.

B. Classes of Membership. The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any Lot.

C. Board of Directors. The members 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. The initial Board of Directors shall be appointed by Developer and shall manage the affairs of the Association until Developer transfers control of the Association to the Owners as required herein.

D. Professional Management. No contract or agreement of the Association for professional management of the Association nor any contract of the Association with Developer shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Area, Common Property and Easement Areas, the determination of Common Expenses, the collection of annual and special

Assessments, and the granting of any approvals whenever and to the extent called for by the Declarations for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declarations. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declarations or for any failure to take any action called for by the Declarations, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall, to the extent deemed necessary by the Board of Directors, procure and maintain casualty insurance for the Easement Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services if the Association deems such services are necessary or advisable in the future. In the event the Association enters into any contracts while Declarant controls the Association or prior to the sale by Declarant of the last Lot it owns in the Development, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

F. Transfer of Control of Association. Developer must transfer control of the Association to the Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots in Cricket Reel have been conveyed to Owners or (b) ten (10) years after the date the first Lot is conveyed to an Owner in the Development.

G. Mortgagees' Rights. The Mortgagees have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

H. Snow Removal. The Association shall not be required to provide snow removal services prior to the date Declarant turns over control of the Association to the Owners in accordance herewith. The Developer anticipates that this service for the Development will be provided by the City of Greenfield and this permissive right of the Association to contract for the private provision of such services may only be exercised in the event a majority of Owners have approved the same. If the Owners elect to provide for snow removal services, the cost of snow removal in excess of amounts budgeted therefor shall be paid by the Owners on a pro-rata share basis by a Special Assessment. In the event the Association enters into contracts for snow removal while Declarant controls the Association or prior to the sale by Declarant of the last Lot it owns in the Development, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

I. Trash Removal. The Developer anticipates that each individual Owner will independently arrange for trash removal service. However, in order to preserve the value of Lots in the Development and to promote the health and safety

of the Owners, the Association may designate a particular trash collection day and/or designate a trash collection service to be used by the Owners at any time after Declarant turns over control of the Association in accordance herewith. Unless Declarant elects otherwise, the cost of such trash collection service shall be borne by the individual Owners in the Development, but in any event after Declarant turns over control of the Association the Owners may agree to a master contract for such service by the Association with the cost thereof to be paid for through regular assessments.

J. The Association shall be primarily responsible for the maintenance of the Common Area, Common Property, the landscaping Easement Areas and the retention/detention pond or lake Easement Areas in a clean, orderly and well groomed condition and the Association and its agents shall have the right to enter upon the Common Area, Common Property, the Easement Areas at all reasonable times in order to fulfill this primary responsibility.

4. INSURANCE.

A. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Easement Area, the Common Area and the Common Property as the Board of Directors deem appropriate.

B. The Association also shall obtain comprehensive public liability insurance together with Workmen's Compensation insurance, employers liability insurance, and such other liability insurance, with such coverages and limits, as the Board of Directors deems appropriate. All such policies of insurance, if any, shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies, if any, shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and name FHLMC and all Mortgagees as mortgagee; and shall prohibit any cancellation or substantial modification to coverage without at least ten (10) days' prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

C. A professional management firm must provide insurance to the same extent as the Association would be required to provide if it were managing its own operation and must submit evidence of such coverage to the Association.

D. Each Owner shall be solely responsible for loss of or damage to the improvements and his personal property located on his Lot, however caused. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

E. Neither the Developer, Declarant, the Association, the Board of Directors nor any officer, shareholder, employee or agent of any of the foregoing shall be held liable or otherwise subject to any claims for damages in the event the discretion to obtain insurance permitted by the Declarations is exercised or not exercised.

5. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Cricket Reel, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, repairing, operating, and maintenance of the Easement Area, the Common Area and the Common Property the Common Area and the Common Property required to be maintained by the Association, including, but not limited to, the payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material, and management furnished with respect to the Easement Area, the Common Area and the Common Property and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

(i) A Pro-rata Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

(ii) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

B. Pro-rata Share. The pro-rata share of each Owner for purposes of this paragraph shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Cricket Reel, as the same may be recorded from time to time.

C. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability

for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves as the Board of Directors deems appropriate for periodic repair and replacement of the Easement Area, Common Property and Common Area. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association. Notwithstanding anything contained in the Declarations to the contrary, during the period that the Developer is in control of the Association, no allowance for contingencies or reserves are required to be assessed, levied, collected or held by the Association.

E. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of a majority of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

F. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each Lot in Cricket Reel shall commence on the first day of the first month following the month in which Declarant first conveys ownership of any Lot to an Owner; provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. The Declarant shall have the right, but not the obligation, to make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association, subject to its right to be reimbursed therefor as provided herein. The first annual Assessment shall become due and payable on the date of initial transfer of title to a Lot to the Owner thereof. If such transfer occurs during the first six (6) months of the fiscal year, the Owner shall be assessed a full year's Assessment. If such transfer is made in the second six (6) months of the fiscal year, the Owner shall be assessed a pro rata share of the Assessment based upon the number of months remaining in the fiscal year; provided, however, that if such transfer occurs in the last three (3) months of the fiscal year, the Owner shall not be liable for any portion of the Assessment for that fiscal year of the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the fifteenth day of the first month of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Board of Directors may from time to time by resolution

authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

G. Duties of the Association.

(i) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagee a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of Cricket Reel or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) and proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in the Declarations.

H. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year, except that so long as the Declarant controls the Association, Declarant may, in its sole discretion, make up such deficit; provided, however that Declarant shall be reimbursed by the Association for such funded deficits, together with interest at 10% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to Owners. Thereafter, such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special assessments for such purpose, at the option of the Association. After Declarant turns over control of the Association as required herein, in the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s); provided, that Declarant shall first be reimbursed for deficits previously paid as required above before such excess shall be so credited to Owners.

J. Initial Assessments. During the first year following the date of recordation of the Declaration for Section I of Cricket Reel, the total Assessments per Lot per year shall not exceed One Hundred Eighty Dollars ($180.00). In each year thereafter, the total Assessments per Lot per year shall not be increased by more than twelve percent (12%) over the prior year, until such time as the Declarant relinquishes control of the Association. In no event shall the annual Assessments exceed Two Hundred Fifty Dollars ($250.00) per year per Lot without

the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no more than five percent (5%) per year by the Board of Directors without such consent.

K. Notice and Quorum for Any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Associations shall be sent to all Owners 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 Owners or of proxies entitled to cast fifty percent (50%) of all the votes 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 twenty-five percent (25%) of Owners or of proxies. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this paragraph shall be construed to limit the ability of the Developer or the Board of Directors to increase Assessments up to the amounts permitted by paragraph 4(J) hereof.

L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. 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 first 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.

6. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association and any Owner within Cricket Reel, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Government Enforcement. The Greenfield City Plan Commission ("Plan Commission"), its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Plan Commission; provided further, that nothing herein shall be construed to prevent the Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of the plats of Cricket Reel by the Plan Commission.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

7. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

8. TITLES. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9. DURATION AND AMENDMENT. This Supplemental Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Supplemental Declaration shall be perpetual unless otherwise expressly indicated herein.

A. The Association shall have the right to amend this Supplemental Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least seventy-five percent (75%) of the Lots and ninety percent (90%) of the Mortgagees; provided, however, that any such amendment of this Declaration shall require prior written approval of the Developer so long as Developer owns any Lots within Cricket Reel. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Marion County.

B. Developer hereby reserves the right to make such amendments to this Supplemental Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Supplemental Declaration of Cricket Reel into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within Cricket Reel; provided that Developer shall not be entitled to make any amendment

which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Supplemental Declaration to any Owner or substantially increases the obligations imposed by this Supplemental Declaration on any Owner. Declarant further reserves the right to make such amendments to this Supplemental Declaration as may be deemed necessary or appropriate by Developer.

C. Subject to the other requirements of this paragraph 9, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the Lots have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Easement Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area, Common Property Easement Area by the Association shall not be deemed a transfer within the meaning of this clause);

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

(iii) by act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the residences, the exterior maintenance of the residences, the maintenance of the Easement Area, or the upkeep of lawns and plantings in the Development;

(iv) use hazard insurance proceeds for losses to any of the Common Area, Common Property or Easement Area other than for the ~~repair~~, replacement or reconstruction of the Common Area, Common Property or Easement Area.

10. RIGHTS OF MORTGAGEES. Except to the extent otherwise provided in paragraph 5(L), no breach of this Supplemental Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Development; provided, however, that if all or any portion of said Development is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Supplemental Declaration. Notwithstanding any other provision of this Supplemental Declaration, neither the Owners nor the Association shall have any right to make any amendment to the Declarations or Articles and By-Laws of the Association which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Development at the time of such amendment.

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11. EXPANSION OF SUBDIVISION.

A. Method and Scope of Expansion. Developer, at its option, and from time to time, may expand Cricket Reel to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one (1) or more Lots and any Common Property, Common Area and/or Easement Area which in the discretion of Developer is appropriate for addition with such sections. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with the plats of sections previously recorded, which plat shall specifically reference this Supplemental Declaration and the Plat Declarations, and by such reference, such plat shall be subject to the terms and provisions hereof and of the Plat Declarations to the same extent as if the same were originally subject hereto as a part of the property described in Exhibit A hereto and in the Plat Declarations.

B. Future Improvements. All buildings, streets, and other improvements in all additional sections shall be consistent in quality of construction with the section(s) already in Cricket Reel as of the date of this Supplemental Declaration.

12. SEVERABILITY. Every provision of this Supplemental Declaration is hereby declared to be independent of, and severable from, the other provisions hereof and of and from every combination of the provisions hereof. Therefore, if any of the provisions hereof shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the provisions hereof.

IN WITNESS WHEREOF, witness the signature of Developer this 17th day of November, 1988.

CRICKET REEL CORPORATION

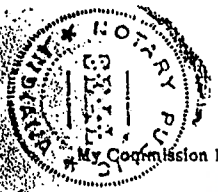
By: _____
Leslie J. Barr, President

1988 NOV 14 PM 2:54

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public in and for said County and State, personally appeared Leslie J. Barr, the President of Cricket Reel Corporation, who acknowledged execution of the foregoing Supplemental Declaration of Covenants and Restrictions of Cricket Reel as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 14 day of November, 1988.



Rosemary Dowling
Signature

ROSEMARY DOWLING
Printed Name NOTARY PUBLIC

My Commission Expires:

May 11, 1991

My County of Residence:

Hancock

This instrument was prepared by Jeffrey D. Linton, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

87113

1988 NOV 14 PM 2:54

RAYL
SURVEYING
&
ENGINEERING

1440 E 53RD ST
ANDERSON, INDIANA 46013
(765) 648-3814

CRICKET / SIG-RPLT.DWG

CRICKET REEL REPLAT

9713531

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CABINET B
SLIDE 348
PAGE 2 OF 3

OF LOTS NUMBERED 32, 35, 36, 37 AND 40, AND A PORTION OF LOTS NUMBERED 33 AND 34 AND A PORTION OF GRAYSON DRIVE IN CRICKET REEL, SECTION TWO, SECONDARY PLAT, THE PLAT OF WHICH IS RECORDED IN PLAT CABINET B, SLIDE 225-226 IN THE RECORDS OF HANCOCK COUNTY, INDIANA AND 0.114 ACRES IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 7 EAST LOCATED IN CENTER TOWNSHIP, HANCOCK COUNTY, INDIANA.

COMMISSION CERTIFICATE FOR SECONDARY PLAT APPROVAL.

Under authority provided by the Indiana Advisory Planning Las, IC 36-7-4, enacted by the General Assembly of the state, and all acts amendatory thereto, and an ordinance adopted by the City Council, this plat was given secondary approval by the City Pan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held SEPTEMBER 8TH, 1997.

GREENFIELD CITY PLAN COMMISSION

Dale B. Gunn
President

Board of Public Works and Safety certificate.

This plat was given approval by the Board of Public Works and Safety of the city of Greenfield, Indiana, at a meeting held on the 24th day of Nov, 1997.

Patricia Elsner
Chairman

Larry J. Beeson
Recording Secretary

Plan Commission staff certificate.

The Greenfield City Plan Commission staff has reviewed the application for this plat for technical conformity with the standards fixed in the subdivision control code, in accordance with provisions of the Indiana Advisory Planning Las, IC 36-7-4-706, and hereby certifies that this plat meets all of the minimum requirements in the code of ordinances of Greenfield, Indiana.

Greenfield City Plan Commission Staff

Kevin C. Smith
Building Inspector of
Greenfield, Indiana

Date: 12-9 1997.

Hancock soil and water conservation district certificate.

As provided in the local soil and water conservation district program and authorized under State of

SUBDIVISION CODE

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "Easement," to install, lay construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and has, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of th public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "Easement," but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the afore said user or the rights herein granted.

Covenants are known as "Supplemental Declaration of Covenants & Restrictions of Cricket Reel." Instrument #94-08224 in Plat Cabinet B Slides 225 & 226 and amendments to these are & bylaws are instrument #93-13129.

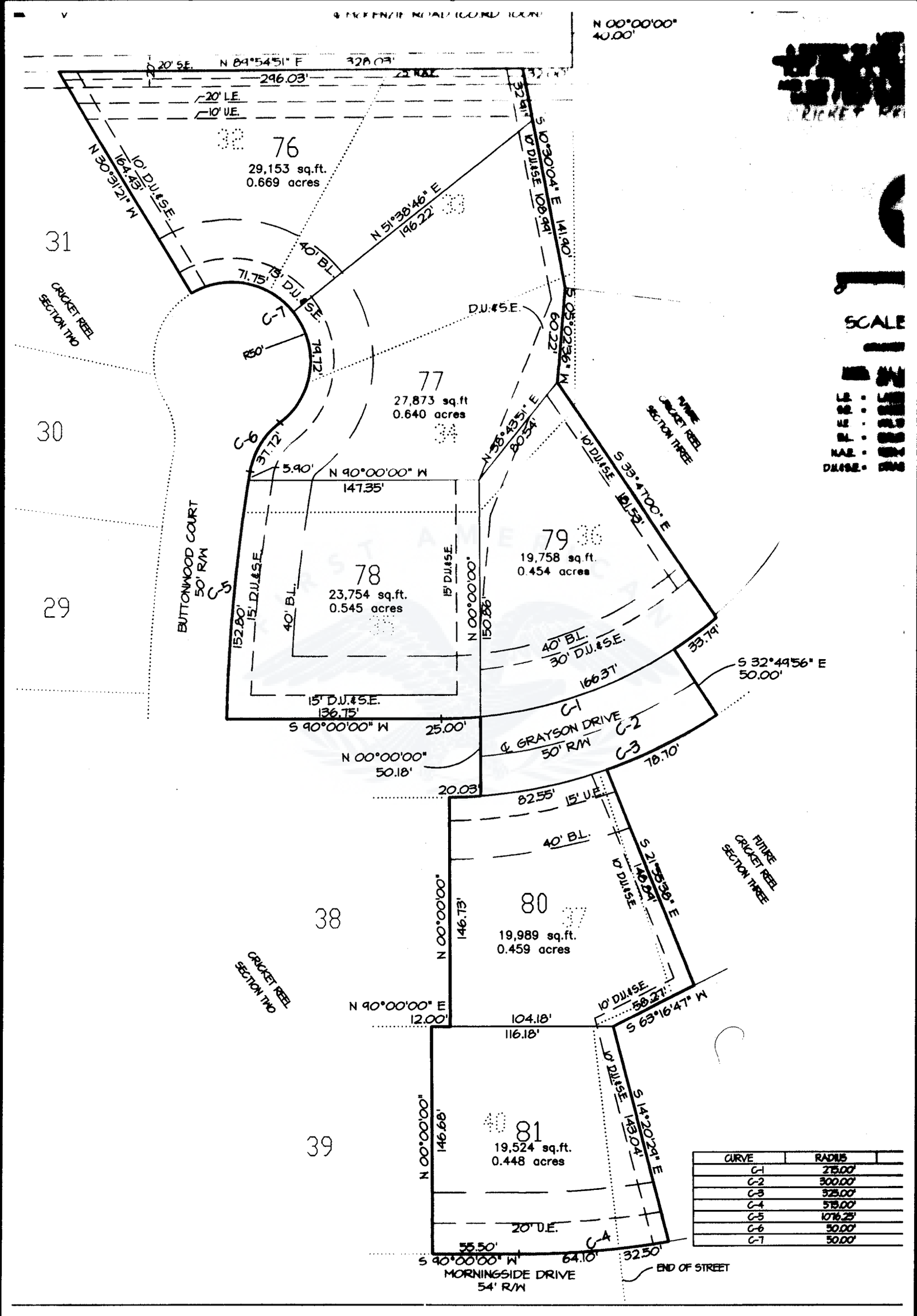
The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2022 at which time said covenants, shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the foregoing covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect

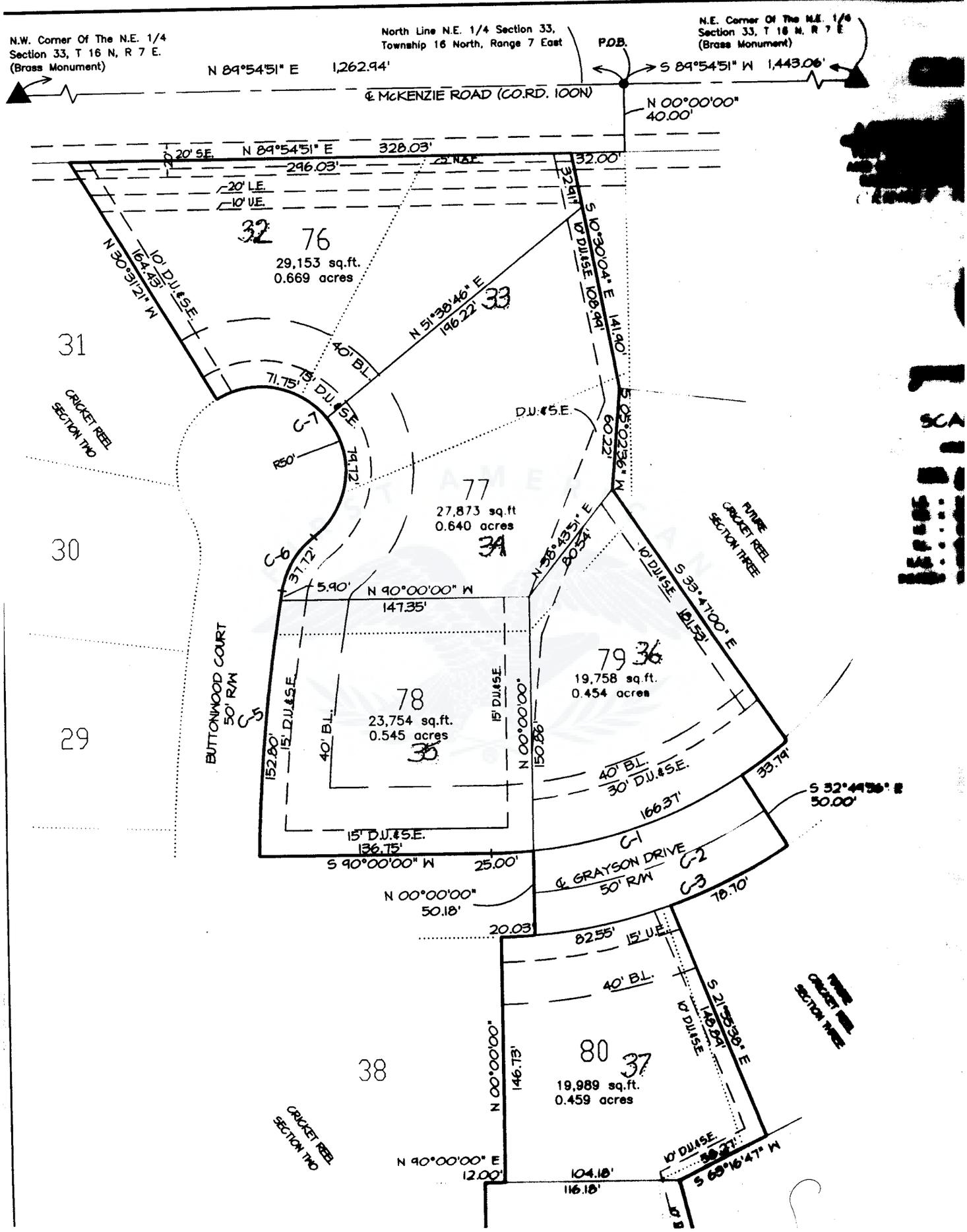
The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our Hands and Seals this 11th Day of December, 1997.

Robert Workman

Anita Workman


N 00°00'00" E
40.00'
N 89°54'51" E
328.03'
296.03'
20' S.E.
20' L.E.
10' U.E.
76
29,153 sq.ft.
0.669 acres
10' D.U.&S.E.
N 30°31'21" W
164.45'
40' B.L.
71.75'
15' D.U.&S.E.
C-7
R50'
79.72'
C-6
37.72'
N 51°38'46" E
196.22'
S 10°30'04" E
10' D.U.&S.E.
108.99'
141.90'
S 02°02'36" W
60.22'
D.U.&S.E.
77
27,873 sq.ft
0.640 acres
N 38°43'51" E
80.54'
5.90'
N 90°00'00" W
147.35'
78
23,754 sq.ft.
0.545 acres
40' B.L.
15' D.U.&S.E.
152.80'
15' D.U.&S.E.
C-5
N 00°00'00"
150.86'
79
19,758 sq.ft.
0.454 acres
10' D.U.&S.E.
S 33°47'00" E
161.52'
40' B.L.
30' D.U.&S.E.
166.37'
33.79'
S 32°49'56" E
50.00'
15' D.U.&S.E.
136.75'
S 90°00'00" W
25.00'
C-1
C-2
C-3
78.70'
N 00°00'00"
50.18'
20.03'
82.55'
15' U.E.
40' B.L.
80
19,989 sq.ft.
0.459 acres
N 00°00'00"
146.73'
10' D.U.&S.E.
S 21°53'38" E
140.54'
10' D.U.&S.E.
58.27'
S 63°16'47" W
N 90°00'00" E
12.00'
104.18'
116.18'
81
19,524 sq.ft.
0.448 acres
N 00°00'00"
146.68'
10' D.U.&S.E.
S 14°20'29" E
143.04'
20' D.E.
35.50'
C-4
S 90°00'00" W
64.10'
32.50'
END OF STREET
MORNINGSIDE DRIVE
54' R/W
31
30
29
38
39
CRICKET REEL SECTION TWO
FUTURE CRICKET REEL SECTION THREE
BUTTONWOOD COURT
50' R/W
& GRAYSON DRIVE
50' R/W
SCALE
1" = 100'
MAP REF.
D.U.&S.E.
CURVE | RADIUS
C-1 | 215.00'
C-2 | 300.00'
C-3 | 325.00'
C-4 | 575.00'
C-5 | 1076.25'
C-6 | 50.00'
C-7 | 50.00'


N.W. Corner Of The N.E. 1/4
Section 33, T 16 N, R 7 E.
(Brass Monument)
North Line N.E. 1/4 Section 33,
Township 16 North, Range 7 East
P.O.B.
N.E. Corner Of The N.E. 1/4
Section 33, T 16 N, R 7 E
(Brass Monument)
N 89°54'51" E 1,262.94'
S 89°54'51" W 1,443.06'
℄ McKENZIE ROAD (CO.RD. 100N)
N 00°00'00" 40.00'
20' S.E.
N 89°54'51" E 328.03'
296.03'
25' N.A.E.
32.00'
32.91'
20' L.E.
10' U.E.
32
76
29,153 sq.ft.
0.669 acres
10' D.U.&S.E.
N 30°31'21" W 164.43'
S 10°30'04" E 141.90'
10' D.U.&S.E. 108.99'
N 51°38'46" E 196.22'
33
40' B.L.
71.75'
15' D.U.&S.E.
C-7
R50'
79.72'
D.U.&S.E.
S 08°02'36" W 60.22'
31
CRICKET REEL SECTION TWO
77
27,873 sq.ft
0.640 acres
34
30
C-6
37.72'
N 38°43'51" E 80.54'
FUTURE CRICKET REEL SECTION THREE
10' D.U.&S.E.
S 33°47'00" E 101.52'
5.90'
N 90°00'00" W 147.35'
BUTTONWOOD COURT 50' R/W
C-5
78
23,754 sq.ft.
0.545 acres
35
79
36
19,758 sq.ft.
0.454 acres
29
152.80'
15' D.U.&S.E.
40' B.L.
15' D.U.&S.E.
N 00°00'00" 150.86'
40' B.L.
30' D.U.&S.E.
33.79'
S 32°44'56" E 50.00'
166.37'
15' D.U.&S.E.
136.75'
S 90°00'00" W
25.00'
C-1
℄ GRAYSON DRIVE
50' R/W
C-2
C-3
78.70'
N 00°00'00" 50.18'
20.03'
82.55'
15' U.E.
40' B.L.
S 21°50'38" E 148.09'
10' D.U.&S.E.
38
N 00°00'00" 146.73'
80
37
19,989 sq.ft.
0.459 acres
CRICKET REEL SECTION TWO
N 90°00'00" E 12.00'
104.18'
116.18'
10' D.U.&S.E.
S 60°16'47" W