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COVENANTS AND RESTRICTIONS
RE EAST AVALON WOODS SECTION V.

The undersigned as owner of the real estate described herein in the primary legal description attached hereto and marked as Exhibit "A" does hereby certify that he is in the process of platting and/or subdividing the same real estate being combined in the legal description attached as Exhibit "A" and the same shall henceforth be known as East Avalon Woods Section V. Also, together with the indicated dedicated easement for road and utilities as set forth on Exhibit "B" attached hereto.

1. The undersigned owner hereby establishes the following restrictions, covenants, provisions and conditions as part of said plat and subdivision which are hereby made covenants to run with the land. All deeds of conveyance and land contracts which relate to the real estate described in Exhibit "A", shall be subject to the restrictions and regulations contained herein and subject to the terms and conditions set forth in these covenants, provisions and restrictions.

2. There is hereby established an unincorporated association which shall be applicable to the real estate described in Exhibit "A" which shall be known as East Avalon Woods Homeowners Association. Persons shall be members in the association as a result of the ownership of tracts in East Avalon Woods Section V, except that Tract 44 as contained herein shall not vote or be subject to assessment by the road director. Each tract shall have one vote in all matters which pertain to the described homeowners association or any matters pertaining to modification of these covenants or restrictions.

3. Regarding any matters relating to the road easement or the maintenance in the clearing or improvement of said easement as set forth in Exhibit "B", those owners of all tracts in East Avalon Woods, Section V, shall be entitled to a vote with regard to any matters pertaining to the maintenance, repair or other matters pertaining to said roadway. Each numbered individual tract in Section V shall be entitled to one vote with regard to matters pertaining to the roadway.

4. Membership in this association shall be created or transferred in the event any interest, legal or equitable is transferred with regard to any portion of the described real estate or to any party. Until such time as membership is created in such manner, the undersigned owner shall be entitled to one vote per tract or proposed tract, which the undersigned owner continues to own.

5. All tracts shall be used for residential purposes only with no business or office use including business storage. There shall not be any open storage of materials, equipment, junk, inoperative automobiles or parts thereof, or like items at any time. Any obnoxious, offensive or illegal activities or any action constituting a nuisance is prohibited. All dwellings constructed on developed numbered tracts shall be used exclusively for single family residences.

6. There shall be no swine on the tracts at any time nor shall there be more than one animal per even acre of each purchased tract. All animals are to be restrained within the owner's boundaries. Commercial breeding or kennel activities of any animals, including, but not limited to household pets, are prohibited.

7. No owner shall subdivide any tract into smaller tracts or shall there be more than one single family dwelling per tract, except the declarant, may modify any one or more of the tracts that he may own.

8. All dwellings constructed on the above tracts shall contain at least 1800 square feet of improved living area within the outside walls, all are to be installed on a permanent foundation and all shall have no less than a 5/12 roof pitch, and each must be more than 23 feet wide, at some point, and each dwelling shall have two or more car attached garage. Under no circumstances shall any trailers be permitted to be used as a residence on any tract. Any and all construction, which shall be commenced, shall be completed within one (1) year.

9. Any owners of any tract set forth in Exhibit "A" shall have the right to file an action for the enforcement of any provisions herein and if successful, shall be able to recover, including any and all other relief available in equity or at law, reasonable expenses incurred in maintaining such action including, but limited to, costs thereof, together with attorney fees incurred.

10. No fences, gates or other impediments shall be allowed or permitted within the road right-of-way as depicted on exhibit "B" as an easement for road and utilities.

11. Those members of the association entitled to one vote as a result of ownership of tracts shall elect a road director during the month of November of each year. Said director shall serve without pay. The first road director shall be appointed by the undersigned owner for the calendar year 2002 through 2003. Election thereafter, shall be by majority vote of those owners of tracts, who are present, or by way of absentee ballot, at a meeting held upon reasonable advance notice to all members who own tracts. Said advance notice shall be in writing and delivered to the address maintained by the Morgan County Auditor for purposes of sending tax statements to the owners of tracts.

12. The roadway herein as shown on Exhibit "B" is private and shall be under the auspices of the association members who are owners of tracts and further said roadway is dedicated to the use of the owners of those tracts within the described real estate. The seventy (70) foot roadway is to be left open of all fences and gates and is furthered to be maintained to prevent undue washing or deterioration, with the rights-of-way to be mowed by the adjoining tract owners of the association, or failing that, then by the association road director. Should any tract owner fail to maintain or mow his portion of the property adjoining the roadway, then the director may charge such owner with any

costs related to such mowing of the adjoining property as a separate charge. All tract owners upon construction of any improvement upon their tract, shall in addition, be held responsible for damage to the roadway, if any, caused by construction upon their tract. Further, no tract owner whose tract borders on the county roads shall construct improvements that interfere with the clear view entering and exiting the county road and the road director herein shall be authorized as a part of his duties, to go upon said land and to clear and maintain an area of up to one hundred feet on either side of the entry roads on and along the adjoining county road.

13. Each tract shall be required to use the roadway easement to gain access to and from Plummer Road and shall be assessed an assessment fee in February of each year for road maintenance. The funds shall be paid to the road director who shall account for the funds to the members of this association who are owners of tracts. This maintenance fee shall include the reasonable costs and expenses incurred on an annual basis and shall be used for such maintenance fees, including but not limited to, stone, road or snow clearance, or other maintenance work necessary to maintain said roadway in a condition suitable for automobile traffic. The annual assessment, payable in February of each year, shall be \$100.00 per year per tract. Any increase in the \$100.00 assessment may be imposed by a majority vote of those members who own tracts. For such purposes, each tract owner shall be entitled to one vote. In addition to the foregoing, the road director shall have the right and the obligation to pay any unpaid taxes or assessments levied or due upon the roadway easement as set forth in Exhibit "B". The Declarant herein shall be excluded from the annual assessment until the year 2003 and thereafter at the rate of fifty (50) per cent of the annual assessment.

14. The road assessment provided for herein, if not paid within fifty (50) days of notice that said payment is past due and owing, shall be considered delinquent and shall become a lien upon the tract owned by person or persons liable for such assessment. Said lien may be foreclosed upon by the road director and/or the association in the same manner and procedure as is applicable for the foreclosure of liens then in effect in the State of Indiana, including interest at a rate of 12% per annum until said sums are collected and paid in full together with all reasonable costs and expenses, including attorney fees related to the collection process. Said lien shall be subordinate to any purchase money mortgage upon any tract. The undersigned owner hereby grants an easement upon, across, over and under the roadway easement depicted in Exhibit "B" for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewer, gas, telephones, electricity and cable television and/or installation and individual water lines and wells. By virtue of this easement, it is expressly permitted for utilities to enter upon the roadway easement contained in exhibit "B" to maintain necessary poles, fixtures, equipment and lines upon or over said easement, or above, across and under the easement depicted in Exhibit "B". Further, the undersigned owner hereby expressly reserves unto himself the right to grant one or more of the utilities or persons or entities a license into and on the roadway easement so long as the undersigned has any interest, legal or otherwise, in any tracts herein.

15. The restrictive covenants contained herein may be modified at any time by an instrument bearing the signatures of the majority of the tract owners of East Avalon Woods. However, notwithstanding the foregoing, the restrictive covenants and easements pertaining to the roadway may be modified and/or amended at any time by an instrument bearing the signatures of the majority of the tract owners of record, as to the restrictive covenants and easements pertaining to said roadway.

16. The association, any member thereof, or the road director shall have the right to file an action for the enforcement of any provision herein and the violator shall be responsible and if successful, shall additionally be entitled to recover the reasonable expense connected with such action, including but not limited to, attorney fees as a result thereof.

17. Declarant may grant use of road and utility easements to others, including but not limited to public and private utilities, police, fire, emergency or other public services.

So DEDICATED this 28th day of December, 2000.

William Kikendall, II
William Kikendall, II, Declarant

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

Before me, a Notary Public, personally appeared William Kikendall, II, who acknowledged the execution of the foregoing Covenants and Restrictions and after being duly sworn upon his oath, represents that all allegations contained herein are true and accurate to the best of my knowledge and belief.

Dated this 28th day of December, 2000.



Max Cain
Notary Public of Morgan County
Indiana

My Commission Expires:
June 13, 2008

An easement of 70 feet in width for roadway and utility purposes located in a part of the North half of the Northeast Quarter of Section 29, Township 12 North, Range 2 East, Morgan County, Indiana; the centerline of said easement described as follows:

Commencing at the Northwest corner of the above described North half of the Northeast quarter of Section 29; thence with the North line of the half quarter North 89 degrees 17 minutes 41 seconds East 1938.28 feet to the center of the Plummer Road; thence with the center of said road South 09 degrees 28 minutes 32 seconds East 165.00 feet to the point of beginning of the herein described easement centerline;

Thence South 89 degrees 17 minutes 41 seconds West 80.00 feet; thence South 05 degrees 14 minutes 12 seconds West 209.59 feet; thence South 40 degrees 18 minutes 40 seconds West 657.67 feet to point "A"; thence North 84 degrees 19 minutes 07 seconds West 231.94 feet to point "B"; thence North 00 degrees 00 minutes 00 seconds East 312.02 feet to the Southwest corner of a certain 3.423 acre tract and the Southeast corner of a certain 2.693 acre tract and the point of termination of the herein described easement segment centerline, the sidelines of said easement lengthened or shortened as required to intersect the center of the Plummer Road and the South lines of the 3.423 acre and 2.693 acre tracts.

Also beginning at the above described point "A" and the point of beginning of the herein described easement segment centerline; thence South 00 degrees 00 minutes 00 seconds East 270.00 feet to the Northwest corner of a certain 2.832 acre tract and the point of termination of the herein described easement segment centerline, the sidelines of said easement lengthened or shortened as required to intersect the previously described easement segment centerline and the North line of said 2.832 acre tract.

Also beginning at the above described point "B" and the point of beginning of the herein described easement segment centerline; thence South 00 degrees 00 minutes 00 seconds East 157.98 feet to the Northeast corner of a certain 4.033 acre tract and the point of termination of the herein described easement segment centerline, the sidelines of said easement lengthened or shortened as required to intersect the previously described easement segment centerline and the North line of said 4.033 acre tract.

Course data used in this description assumes the West line of the half quarter to run South.

I hereby certify that I have prepared the above description and accompanying plat from actual field surveys made by myself on

Surveyed
For: William Kikendall

W. Taylor Sumerford, Jr.
Lic. Land Surveyor
#11242 Indiana

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