

COVENANTS AND RESTRICTIONS
RE AVALON WOODS SECTIONS I AND II

The undersigned as owner of the real estate described in the plat attached hereto and marked as Exhibit "A" does hereby certify that he plats and subdivides the same real estate into lots in accordance with the plat attached as Exhibit "A" and the same shall henceforth be known as Avalon Woods Sections I and II consisting of lots in Section I numbered consecutively 1 through 3, inclusive and lots in Section II numbered 4 through 10 inclusive, together with the indicated dedicated easement for road and utilities as set forth on Exhibit "A" 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, specifically delineated as lots 1 through 10, inclusive, 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" as lots 1 through 10 which shall be known as Avalon Woods Homeowners Association. Persons shall be eligible for membership in the association as a result of the ownership of a lot in either Avalon Woods Section I or II, except as provided in paragraph three (3) below, 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, clearing or improvement of said easement as set forth in Exhibit "A" only those owners of tracts in Section II, specifically, lots numbered 4 through 10, inclusive, shall be entitled to a vote with regard to any matters pertaining to the maintenance, repair or other matters pertaining to said roadway. Each individual tract in Section II 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 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 tracts numbered 1 through 10 in Exhibit "A" 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.
8. All dwellings constructed on the above tracts shall contain at least 1500 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. Under no circumstances shall any trailers be permitted to be used as a residence on any tract described in Exhibit "A" as tracts 1 through 10. 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 "A" as an easement for road and utilities.
11. Those members of the association entitled to one vote as a result of ownership of tracts numbered 4 through 10 inclusive, 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 2000 through 2001. Election thereafter, shall be by majority vote of those owners of tracts 4 through 10, inclusive, who are present, or by way of absentee ballot, at a meeting held upon reasonable advance notice to all members who own tracts dominated as lots numbered 4 through 10. 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 4 through 10.

12. The roadway herein as shown on Exhibit "A" is private and shall be under the auspices of the association members who are owners of tracts 4 through 10 and further said roadway is dedicated to the use of the owners of those separate tracts numbered 4 through 10 within the described real estate. The sixty (60) foot roadway is to be left open of all fences and gates and is further 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 shall charge such owner with any costs related to such mowing of the adjoining property as a separate charge. All tract owners of lots 4 through 10, upon construction of any improvement upon said tract, shall thenceforth contribute \$100.00 to the roadway fund and shall in addition, be held responsible for damage to the roadway, if any, caused by construction upon their tract.

13. Each tract numbered 4 through 10 consecutively shall be required to use the roadway easement to gain access to and from Centennial 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 4 through 10, inclusive. 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 to tracts 4 through 10 inclusive. 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 parcels 4 through 10. For such purposes, each tract owner of lots 4 through 10 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 "A".

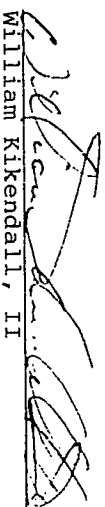
14. The road assessment provided for herein, if not paid within fifty (50) days of notice that said payment is past due and owing, shall be considered delinquent and shall become a lien upon the tract owned by person or persons liable for such assessment. Said lien may be foreclosed upon by the road 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 numbered 4 through 10. The undersigned owner hereby grants an easement upon, across, over and under the roadway easement depicted in Exhibit "A" for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewer, gas, telephones, electricity and cable TV. By virtue of this easement it is expressly permitted for utilities to enter upon the roadway easement contained in Exhibit "A" to maintain necessary poles, fixtures, equipment and lines upon or over said easement, or above, across and under the easement depicted in Exhibit "A". 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 lot numbered 4 through 10, inclusive.

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 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 numbered 4 through 10, inclusive, 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 expenses connected with such action including, but not limited to, attorney fees as a result thereof.

SO DEDICATED and RESTRICTED this 23rd day of August, 1999.

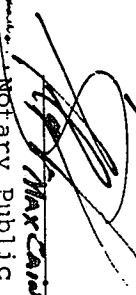

William Kikendall, II

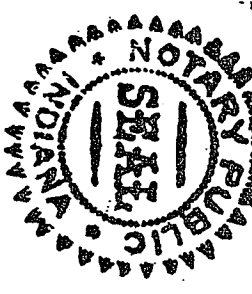
STATE OF INDIANA,
COUNTY OF MORGAN, SS:

Before me, a Notary Public, personally appeared William Kikendall, II, who acknowledged the execution of the foregoing and who, after being duly sworn upon their oath, represents that

all allegations contained herein are true and accurate to the best of my knowledge and belief.

Dated this 23~~rd~~ day of August, 1999.


Margaret Quarty
Notary Public of Indiana
Tolliver



My Commission Expires:

June 13, 2008

This instrument prepared by Phillip R. Smith, Attorney
359 East Morgan, Martinsville, In 46151
Attorney No. 1579-55

