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ENTERED FOR RECORD

BOOK

119

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## COVENANTS AND RESTRICTIONS

FOR

STRATFORD OF AVON SUBDIVISION

*Bonnie A. Mophous*  
 HENDRICKS COUNTY RECORDER

HENDRICKS COUNTY, INDIANA

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1. NAME: This subdivision shall be known and designated as Stratford of Avon subdivision, located in Washington Township, Hendricks County, Indiana.
2. LAND USE AND BUILDING TYPE: No lot shall be used except for single family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for at least two cars. Exterior of dwelling shall be at least 65% brick or stone veneer. No vinyl or aluminum siding. All homes must be on either craw space or basement with 8/12 pitch, or as approved by Architectural Committee.
3. BUILDING LINE: Front yard set back lines, and side yard set back lines on corner lots are to be shown on plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Side yard set back lines on all other lots shall be ten (10) feet.
4. UTILITY-EASEMENTS AND DRAINAGE: "Utility Easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and for electric or telephone line, poles, ducts, pipes, etc. on, over, under and to said easement for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission is to be constructed. "Drainage Easements" reserved as drainage swales are to be maintained by any owner such that the water from any adjacent lot shall have adequate drainage along such swale and cannot be blocked to prevent the flow of natural drainage, even if specified easement is not shown on plat. All easements shown as "Utility Easements" are also to be considered drainage easements, and are subject to all restrictions and maintenance assessments of drainage easements. No permanent, or other, structures are to be erected or maintained upon any easements shown upon plat and owners of lots shall take their titles subject to the rights of the above easement; no sump pump can be discharged into the street after a house is completed. The discharge of a sump pump must be installed underground with plastic pipe or vitrified tile to those designated areas.
5. ARCHITECTURAL CONTROL: No building or inground swimming pool shall be erected, placed, or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Architectural Committee, as to the quality and type

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- and with the existing structure of finished grade elevation. Information concerning members and location of Architectural Committee may be obtained by contacting the Stratford Group, Inc. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1,600 square feet for houses of one story and at least 1,800 square feet of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one-and-one-half story design shall rest exclusively with the Architectural Committee.)
6. **ARCHITECTURAL COMMITTEE:** The Architectural Committee shall be composed of three members appointed by the Directors of the Stratford Group, Inc. Said committee membership shall be made known to original lot purchasers at time of the sale. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within twenty (20) days from date of submission, it shall be deemed that the Committee has approved the presented plan. Once the Stratford Group, Inc. has no ownership or has no interest in Stratford of Avon, the Board of Directors of The Stratford Group shall have authority to appoint its successor Architectural Committee.
  7. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum set back line shown on the record plat or contained in these covenants and restrictions. For the purpose of this restriction, eaves, steps, and open porches which may include a screened porch, shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
  8. **NUISANCES:** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the tearing down or rebuilding of vehicles.
  9. **TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, kennel, cement slab that would serve as a basketball court, tennis court, paddle ball court or similar activity. Other buildings, satellite discs larger than 18 inches in diameter (and none of approved size may be decorated with pictures or words), solar panels, above ground swimming pools or radio antennas that extend more than 5 feet above the uppermost height of the roof shall be placed on any lot. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.
  10. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be housed, bred, or kept on any lot except family pets, which may be kept provided they are not kept, bred, or maintained for commercial purposes, and not to create or constitute a nuisance. Small animals, which are not family pets such as rabbits, may be kept as 4-H projects, but must be removed within

30 days after a 4-H show.

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11. GARBAGE AND REFUSE DISPOSAL: No lots shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and same shall not be kept except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash.
12. WATER SUPPLY: No individual water supply system shall be permitted on any lot.
13. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot.
14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet and six 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 feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
15. FENCES: fences, other than a standard silver-colored chain link no higher than 42", walls or continuous shrub planting which would in any way serve the purpose of a fence, shall not be erected until approved, in writing, by the Architectural Committee. Privacy and protection fences around a swimming pool shall be no further than ten (10) feet out from the pool's water edge. No fences shall be constructed in front yards or side yards.
16. SIDEWALKS AND PRIVATE DRIVES: All private drives shall be paved of blacktop or concrete; sidewalks of concrete. Both must be installed according to local code and requirements and must be completed at time of construction and before occupancy.
17. STORAGE TANKS: Oil, gas, or gasoline storage tanks shall neither be buried or located within the house or garage area so they are completely concealed from out-side view.
18. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except for one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.
19. VEHICLE REGULATIONS: No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, truck, or trailer that is not in operational condition and bearing the current year's license plate

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- shall be permitted to remain on any homesite unless kept within a garage. No boat, trailer, or motorhome shall be permitted to remain on any homesite for more than five days unless kept within a garage.
20. VIOLATIONS: Enforcement shall be by proceedings at law by said Developer, Land Owner, Homeowners Association or their assignee or the Hendricks County Planning Commission in equity against any person(s), partnership(s) or corporation(s) violating or attempting to violate any covenants either to restrain the violation or to recover damages. These restrictions shall insure to and be enforceable on any single family dwelling unit or common area surrounding thereof in this addition and any judgment for costs on account of legal action brought to enforce said restrictions, or any of them, shall carry with it attorney's fees for plaintiff's attorney, including, but not limited to, all trial fees and appeal fees, which shall attach to and be a lien upon any real estate owned by the defendant in this addition.
21. PROTECTIVE COVENANTS: The Protective Covenants are to run with the land and be binding on all parties and all persons claiming under them for a period of 25 years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgment or court order, will in no way affect the other covenants which shall remain in full force and in effect.
22. MAIL BOXES: As long as a mail box is required to be installed at a street location for Postal delivery, said mail box must be supported and mounted on 4" x 4" wood material, preferably of a treated variety. Any exception, such as a decorative enclosure or support must be approved in writing by the Architectural Committee.
23. GAZEBOS: Free standing gazebos are permitted if design and location is approved by the Architectural Committee.
24. ENTRANCE EASEMENT: Entrance Easement shown on said plat is an easement reserved by the developer in favor of the committee, as defined on said plat, for landscaping, planting, and other beautifications and for the erection and maintenance of a facade, wall, or other structure or device designed to display the name of Stratford of Avon.
25. USE OF SANITARY SEWER EASEMENTS: Public utility companies shall have the same rights to use sanitary sewer easements shown on the plat that are reserved for said companies in utility easements.
26. SIDEWALKS: Each initial lot owner taking his title from the developer, by acceptance of a deed for said lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at the sides of

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all streets upon which his lot abuts. Said walks shall conform with the lines and grades as established by the Committee. Each owner shall be responsible for slope modifications, erosion control and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plans for this subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a 4" aggregate sub-base. Concrete walks shall be constructed within sixty (60) days after completion of the house on the lot, weather permitting, or within two (2) years of the date of said deed if no dwelling is constructed or prior to conveyance of title to another party, whichever first occurs.

27. COVENANTS FOR MAINTENANCE ASSESSMENTS:

A. Creation of the Lien and Personal Obligation of Assessments. The Developer, being the owner of Stratford of Avon, hereby covenants, and each subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Stratford Home Owners Association, hereafter referred to as the association; (1) Annual assessments or charges; (2) Special assessments for common area improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien date shall be the annual assessment due date as set forth in Paragraph G.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety & welfare of the residents in Stratford of Avon and in particular improvement & maintenance of properties, service, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the By-Laws of Stratford of Avon Subdivision shall be in the amount of \$75.00 per each lot sold by the Developer, its representative or assigns, by land contract or deed as assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Stratford Homeowners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by it or otherwise.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section C thereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment

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applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction unexpected repair or replacement of common area improvements, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Association is authorized to participate under its Articles of Incorporation.

F. Quorum for Any Action Authorized under Section D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessments. Due Dates. The annual assessments, provided for herein, shall commence on the first day of July, 1989. The assessment for each succeeding year shall become due and payable on the first day of July of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such

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assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at a rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such action; and in all events, the judgment shall include interest, the cost of preparing and filing a Complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees, to be fixed by the court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien or any such subsequent assessment.

K. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the public authority and devoted to the public use; (b) all Common Properties of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sales or resale, including any lots which may have been

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reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

- 28. The Stratford Homeowners Association, Inc. is a not-for-profit corporation with mandatory membership and will have enforceability powers for the restrictive covenants and for the filing and collection of liens.

In witness whereof, the undersigned have set their hands and signatures this 22 day of SEPT., 1989.

*Bud Jones* / PRESIDENT

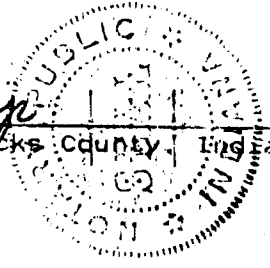
*James August* / SEC. TREAS.

STATE OF INDIANA, HENDRICKS COUNTY SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of September, 1989 personally appeared and acknowledged the execution of the foregoing COVENANTS AND RESTRICTIONS FOR Stratford of Avon Subdivision.

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

*Ronidean L. Atnip*  
Residing in Hendricks County, Indiana  
Ronidean L. Atnip



My commission expires:  
November 6, 1991

This instrument prepared by Kenneth Seabree