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PAUL T HARDIN
HENDRICKS COUNTY RECORDER
01/04/2008 01:05:27PM

Plat 200800194

DECLARATION OF RESTRICTIVE COVENANTS

The Reserve at Shiloh Creek

Section 1

The undersigned, J.R. LAZARO BUILDERS, INC. (JRLB), represented by its corporate officer, as owner of The Reserve at Shiloh Creek subdivision, Section 1 (the "Subdivision"), located in Washington Township, Hendricks County, Indiana, do by this indenture restrict and covenant the lots and other area within said Subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations, and/or anyone who may obtain the title to lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants shall apply to all lots in The Reserve at Shiloh Creek, Section 1.
2. HOMESITE USE: No portion of said real estate shall be used for any purposes other than single family residential dwellings, nor shall any lot be further subdivided.
3. HOMEOWNERS ASSOCIATION (HOA): All owners of lots in the Subdivision shall become members of the HOA. The HOA is a not-for-profit entity with mandatory membership. The sole purpose of the HOA is to maintain a clean, safe and attractive subdivision for the enjoyment and benefit of the members. All common areas and entrances will be maintained by the HOA.

Each owner, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the HOA annual assessments or charges for specific maintenance functions within the subdivision performed for the benefit of all members. The initial annual assessment shall be in the amount of Two Hundred and Fifty Dollars (\$250.00) per lot. No lot assessment or charge or special assessment will be due from developer. Changes in future assessments shall be based on HOA expenditures. If assessment is not paid by lot owner on date due, then the assessment and costs of collection thereof shall thereupon become a continuing lien of the property.

In addition to the annual assessment, the HOA may levy in any assessment year on each lot, a special assessment, 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 capital improvements.

Yearly assessment will be due on January 1, or a prorated amount shall commence on the 1st day of the month following conveyance of a lot to an owner.

The management, affairs and policies of HOA will be conducted by the Developer until such time as there are 32 lot owners, at which time there will then be an election of officers where each lot owner, including developer, will have 1 vote per lot owned. As

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long as any lots remain unsold, a representative of JRLB will serve on the Board of Directors.

4. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications (including exterior colors) and plot plan showing the location of such building has been approved by the Architectural Committee which shall consist of the undersigned owner, JRLB, or by its duly authorized representatives, if a document is executed by JRLB conveying such responsibility. The approval or disapproval, as required in these covenants, shall be in writing. In the event that said written approval is NOT received within ten (10) working days from the date of submission, it shall be deemed that the plans and specifications have been DISAPPROVED.

5. DWELLING: The ground floor of the main structure, exclusive of porches and garages, shall NOT be less than Two Thousand(2000) square feet in the case of one story structures, nor less than One Thousand(1200) square feet in the case of multiple story structures, with no less than Two Thousand Four Hundred (2400) square feet of finished floor area in such multiple story structures (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). Basements, either finished or unfinished, shall not be included in square foot calculations. In addition to the above square footage requirements, each structure shall have an attached 3 car garage structure of no less than 600 square feet in size. All building locations and elevations must comply with the plat and Hendricks County or applicable municipal regulations. The exterior walls of a single story residence must be constructed with at least eighty-five (85) percent of the exterior walls covered with brick or stone veneer. Multiple story structures shall have eighty five (85) percent of the first floor covered with brick, stucco or stone veneer. Exceptions may be granted for a house with one hundred (100) percent wood or cement siding. No aluminum or vinyl siding is permitted. Roof pitch must be at least 8/12, although the Architectural Committee may modify this requirement in special situations. The Architectural Committee is solely responsible for determining the compliance of proposed house plans with regards to square footage, masonry, and roof pitch requirements.

6. BUILDING LOCATION: Front yard set back lines, and side yard set back lines on corner lots are shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on all other lots shall meet applicable county or town zoning regulations.

7. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked UTILITY easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements reserved as drainage swales may be used by the proper authorities and are to be maintained by any owner such that adequate drainage is maintained along such swale. In the event that activities related to construction of a house, including yard grading or erosion damage, causes any swale to become blocked or fail to drain properly, it shall be

the responsibility of the lot owner to reestablish the proper swale drainage. Lot owners should attempt to keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. All utility easements are also subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown on the plat and owners of lots shall take their titles subject to the rights of the above easements; NO sump pump may 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 subsurface drains or approved drainage swales. NO downspout drains or any other drainage system except sump pumps may be connected to the subsurface drains located along the street. In order to ensure the proper operation of the drainage system, no dumping of any material into the drainage swales is permitted, including leaves, grass clippings, dirt, stones, trash, or any other items.

8. UTILITY BUILDINGS: No minibarns, pole barns, detached garages or buildings of like construction or design will be permitted. Pool houses are the only permitted outbuilding, the residence must have an in-ground pool to accompany the pool house, and only one per residence. Permitted outbuilding shall be required to obtain a construction permit by the local building authority and be built on a foundation, and shall be brick or stone veneer, wood or cement siding, and or stucco so as to match the materials of the dwelling. All four sides of the building shall be constructed of the same material. Roof pitches of the accessory building must be equivalent to the main dwelling. Permitted outbuilding (pool house) must be approved by JRLB for architectural approval.

9. BUSINESSES: NO mercantile building shall be erected, built, or placed on any portion of the referenced subdivision or may any dwelling be used for any business of any nature. However, a home will be permitted to be used as a model home by a builder.

10. NUISANCES: NO noxious or offensive activity shall be carried out on any home site or anywhere within the boundaries of the subdivision, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the operation of ANY moped, motorcycle, off-road vehicle, all terrain vehicle or similar item on any lot or on any street within the boundaries of the subdivision. No vehicle shall be operated at any time within the subdivision if it is not properly licensed and legal on public thoroughfares.

11. TEMPORARY AND OTHER STRUCTURES: No animal kennel, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court or similar activity is permitted. Basketball backboards shall be translucent and installed on a stationary steel post and not on the house. No goal or structure may be installed or maintained such that playing ball occurs in the street. No portable basketball goal shall be permitted. No satellite dishes larger than twenty-four (24) inches in diameter, or signs other than one sign of no more than five (5) square feet used to advertise the property for sale, may be placed on any home site (except regarding model homes). No exterior antennas are permitted except that a temporary television antenna is permitted until cable television service is available to the lot in question. At such time that cable television service becomes available, any exterior antennas must be

immediately removed. No satellite dishes may be mounted on the front of a home. Play equipment shall be located in back yards only, and be no more than eight (8) feet high, and shall be kept in good repair (including paint). Every reasonable effort shall be made to screen or shield such play equipment from the view of adjacent lot owners. No vegetable garden shall be in the front yard or easily visible from any street. It is to be understood that with a corner lot this may be impossible. In this case, screening is required. No exterior clothes line shall be permitted. No window or door awnings shall be permitted. Temporary structures used by builders during construction of the residence shall be allowed to remain during the building period only. No sales trailers or other structures are permitted except for use by JRLB for sales of lots in the Subdivision.

12. GARBAGE AND REFUSE DISPOSAL: No home site shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary container out of view from the street except on days of trash collection. Trash collection will be done by one refuse company as determined by JRLB. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash.

13. LANDSCAPING AND HOMESITE MAINTENANCE: In order to preserve the overall aesthetic appearance of the properties, all improved home sites shall be kept mowed by the owner during the months of April through October on a schedule such that no growth in excess of six (6) inches is permitted. Unimproved lots will be mowed when growth is in excess of twelve (12) inches. In addition to mowing, lot owner is required to keep lawn fertilized and weeded. Lot owners are responsible for the removal of any trees or limbs (caused by trees on their lot) that may block subdivision streets or fall on adjacent properties. It is expressly prohibited for any lot owner or other individual to transport or remove any dirt, stones, rocks, sand, trash or any other materials to or from any other lot at any time, including during the final grading and seeding operations. Each lot owner will be required to do minimum front landscaping and plant the required street trees which must be approved by the Architectural Committee for specs, size and location. Street trees are required by the Town of Avon and Hendricks County and are not an option. Said landscaping shall be completed within 90 days of home construction, weather permitting.

14. VEHICLE REGULATIONS: No vehicle of more than 1 ton hauling capacity or equivalent vehicle shall be parked on any home site except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any home site for more than three (3) consecutive days or on a regular basis unless kept within a garage. No inoperative or unlicensed vehicle shall be stored or repaired on the outside of any lot or on any driveway. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

15. ANIMALS: No more than two household pets are permitted per residence. However, additional pets are permitted if kept within the residence at all times. In any event, NO

animals, livestock, or poultry shall be raised, bred, or kept on any home site for any commercial purpose. Pets shall not be allowed to become a nuisance to the adjacent lot owners. Any pet that is permitted outside MUST remain within a fenced yard (no outdoor animal kennel is permitted). Any pet must be walked by leash, any debris or animal waste resulting from the pet shall be cleaned up, removed, and disposed of by the owner of said animal.

16. WATER SUPPLY: No individual water supply system shall be permitted on any home site.

17. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any home site.

18. 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 (25) feet from the intersection of the street line or in case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any home site within ten feet from the intersection of a street's property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

19. FENCES: No fence shall be erected unless it has been approved by the Architectural Committee and all fences shall be kept in good repair and erected without hindrance or damage to any other property. No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Committee. Any fence that is intended to block the view, such as a privacy fence higher than forty-eight (48) inches, shall be located no closer than five (5) feet from the adjacent property lines (both side and rear) unless approved by JRLB and the adjacent property owner(s). Fence shall be installed with "finished" side facing the public eye or adjoining property. Fences in easements are erected at owners risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the utilities for which the easements are reserved. No galvanized chain link fences will be allowed. Any chain link fence installed must be black vinyl coated and not exceed forty-eight (48) inches in height. No dog run or kennels are allowed.

20. POST LIGHTS: All home sites will be required to install Architectural Committee approved, dusk to dawn post light during original construction.

21. DRIVEWAYS: All lots must have paved driveways (either blacktop or concrete) prior to occupancy of the dwelling. Allowances for poor weather conditions will be allowed.

22. STORAGE TANKS: Oil, gas or any other storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

23. SWIMMING POOLS: No swimming pool or associated structure shall be erected or placed on any home site until the construction plans, including plot plan have been approved by the Architectural Committee. No above ground pool is permitted. Below ground pools shall be fenced or have automatic pool covers for the safety of other residents.

24. MAILBOXES: It is the responsibility of the lot owner to install mailboxes meeting standards established by the Architectural Committee. In the event of replacement, it is the lot owner's responsibility to replace the mailbox, post, or lettering with like components. No substitutions will be allowed. Paper boxes are to be constructed of wood and painted to match the post. No plastic paper boxes will be allowed.

25. STREET SIGNS: The decorative street signs in the neighborhood are not signs that meet standards established by the Town of Avon but are by special approval. Therefore these signs and posts are the maintenance responsibility of the HOA. If these signs are not properly maintained by the HOA, then Avon will replace them with standard signs.

26. STREET LIGHTS: The street lights in the neighborhood are the responsibility of the HOA. Maintenance and utility costs of these lights are the responsibility of the HOA.

27. DAMAGED STRUCTURES: Any dwelling or structure which has been partially or totally destroyed by fire or other catastrophic event shall be repaired or removed within 90 days from the date of such occurrence.

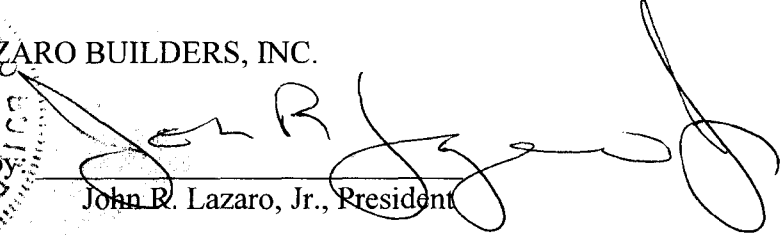
28. TERM: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, an instrument signed by ALL owners of the lots in the referenced section(s) of The Reserve of Shiloh Creek may be recorded to change any covenant in the referenced section(s).

29. ENFORCEMENT: It should be understood that the HOA and JRLB are not in place to mediate every dispute or infraction. Every effort should be made to be "neighborly" and solve issues before they are brought to the attention of the HOA or JRLB. If the owner of any lot in the Subdivision shall attempt to violate any covenants herein, it shall be lawful for any other owner to prosecute at any proceeding at law or equity against other person(s) violating any such covenant and either prevent such violating owner from doing so or to recover any damages or other dues for such violation. The successful party to any such action shall recover attorney's fees and costs incurred in

such action. It is solely the responsibility of the lot owners and the HOA to monitor compliance with these covenants and JRLB has no obligation in this regard beyond its role in the Maintenance Committee and Architectural Committee as defined in these covenants once the HOA takes control.

30. SEVERABILITY: Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

IN WITNESS WHEREOF: The said parties as owner and proprietor of the above described section of The Reserve of Shiloh Creek, have here unto set their hand and seal this 20th day of December, 2007.

J.R. LAZARO BUILDERS, INC.
by 
John R. Lazaro, Jr., President

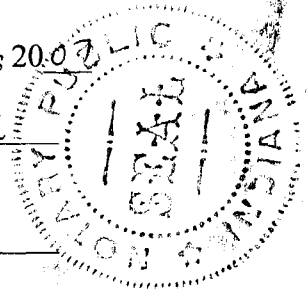
STATE OF INDIANA)
)
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J.R. LAZARO BUILDERS, INC. Corporation, represented by its Corporate Officer, John R. Lazaro, Jr., President, as owner and proprietor of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 20TH day of December, 2007


Notary Public

Sherry A. Smith
(printed)



My Commission expires April 3, 2008

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

NAME PETER L. ARNOLD

PREPARED BY
JOHN R. LAZARO