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"AVON WOODS" RESTRICTIVE COVENANTS

*Mareille Abbott*  
 RECORDER HENDRICKS COUNTY

The Undersigned, AVON SQUARE DEVELOPMENT CORPORATION by Donald Groniger, President and David H. Coleman, Assistant Secretary, as owners and proprietors of "AVON WOODS", located in Washington Township, Hendricks County, Indiana, do hereby this indenture, restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit:

1. Fully Protect Residential Area: The following covenants, in their entirety shall apply to all of said subdivision being located in Washington Township, Hendricks County, Indiana.
2. Land and Building Type: No lot shall be used except for residential purposes, nor shall any lot be subdivided. No building 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 not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots. Such requirements shall include but not necessarily be limited to, hard surface drives of either asphalt or concrete within one year of completion of construction. At least fifty (50) per cent masonry construction will be required on all dwellings unless approved otherwise by the building committee.
3. Dwelling Size: The ground floor area of the main structure, exclusive of one story porches and garages shall not be less than 1600 square feet in the case of a one story structure, nor less than 1100 square feet in the case of a multiple story structure, with no less than 1800 square feet of finished floor area in such multiple story structure.

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4. Architectural Design and Environmental Control: No building, fence, wall, or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such structures and drive-ways have been approved as to the conformity and harmony of external design with existing structure herein and as the building with respect to topography and finished ground elevations by an architectural and environmental control committee. Also the proposed location of wells, destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "AVON WOODS" area shall be the proper concern of the committee. This committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority. The committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the committee within twenty (20) days from the date of submission, it shall be deemed that the committee has disapproved the presented plan. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. Building Construction: Building must begin within one (1) year from the date of closing the lot. Any building once approved and under construction must be completed within one (1) year from the time construction was started. No building shall be on any lot nearer to the front or side property line than the minimum building set-back lines, as shown on the recorded plat and in accordance with present county regulations pertaining to side property lines. Any time extensions must be approved by the building committee.

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6. Drainage and Utility Easements: The strips of ground marked, "Drainage and Utility Easements", are hereby reserved for the use of public utilities, not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenances of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easements may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing legal drain.

7. Landscaping: All non-wooded lots in this subdivision shall be improved with a minimum of three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September. This provision shall be applicable at all times prior to, during, and after construction of the dwelling on the lot. If the owner does not so maintain his premises the committee or its designate shall cause such maintenance to occur and the owner shall be responsible for the costs incurred.

B. Utility Building: A utility building may be constructed on each lot, if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed in such manner as to meet the standard of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.

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9. Vehicle Parking: No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time when the vehicle is being used for delivery or pickup purposes.

10. Recreational Vehicles, Boats, and Non-Used Vehicles: All boats, all trucks, non-motorized recreational vehicles and non-used or non-operational vehicles shall be kept in either the dwelling, garage, basement, or utility building.

11. Businesses: No mercantile building shall be erected, built, or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling, or retailing, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

12. Temporary Structures: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuilding, shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.

13. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. Said garbage, trash or other waste shall be disposed of weekly by a refuse collection service. All equipment for the storage and disposal of rubbish shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.

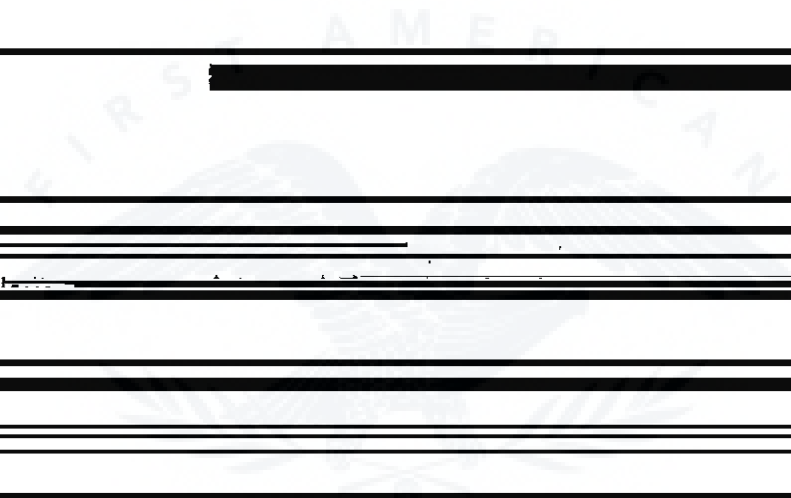
14. Animals: No animals, livestock or poultry shall be raised, bred or kept upon any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

15. Sewage Disposal: No individual sewage disposal system shall be permitted on any lot. All dwellings shall be connected to the sanitary sewer operated by Avon Utility, Inc., or its successors or assigns. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

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16. Water Supply: No individual water supply system shall be

constructed in the city unless such system is connected to the city water



19. Storage Tanks: Oil or gas storage tanks shall be either buried or located in a house or garage area.

20. Signs: No sign of any kind shall be displayed to the public view upon any lot, except that one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.

21. Hunting or Trapping: No hunting or trapping shall be allowed on any lot or other area within the boundaries of "AVON WOODS".

22. Enforcement: If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

23. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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 part.

24. Severability: Invalidation of any one of these covenants, by Court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF: the said party as owners and proprietors of the above described subdivision has hereunto set their hands and seals this 26<sup>th</sup> day of April, 1979.

AVON SQUARE DEVELOPMENT CORPORATION

By: Donald L. Groniger  
Donald Groniger, President

ATTEST:

David H. Coleman  
David H. Coleman  
Assistant Secretary

STATE OF INDIANA  
COUNTY OF HENDRICKS

} SS:

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Before me, the undersigned, a notary public, in and for said County and State, personally appeared the above named Donald Groniger, President of Avon Square Development Corporation and David H. Coleman, Assistant Secretary of Avon Square Development Corporation, and acknowledged the execution of the above and foregoing protective covenants as their voluntary act and deed.

Witness my hand and seal this 26<sup>th</sup> day of April, 1979.

E. Alonzo Deckard  
Notary Public  
HENDRICKS COUNTY RESIDENT

My Commission Expires:

7-13-80



This instrument was prepared by E. Alonzo Deckard, Attorney at Law, Danville, Indiana.