

Avon Creek Estates Neighborhood Association

By-Laws

Article I

Name and Purpose

Section 1 - Name

The name of the corporation shall be:

"The Avon Creek Estates Neighborhood Association"

Section 2 - Purpose

The purpose for which this corporation is formed are to:

- (a) Provide a forum for the public discussion of matters of interest to the neighborhood.
- (b) Distribute information to the membership on matters of interest to the neighborhood.
- (c) Promote the orderly growth, development and enhancement of the neighborhood.
- (d) To provide representation for the membership in matters related to the administration and enforcement of the neighborhood covenants, limitations and restrictions.

Article II

Geographic Area of Interest

Section 1 - Boundaries

The following boundaries constitute the geographic area of interest of the corporation known as "The Avon Creek Estates Neighborhood Association".

WEST - Hendricks County Road 1050-East
SOUTH - U.S. 40 - Washington Street
NORTH - U.S. 36 - Rockville Road
EAST - Bridgeport Road

Article III

Members - Dues - Meetings

Section 1 - Classes

Class I.

ACENA Class I membership shall be those property owners who have purchased the property for the purpose of constructing and occupying a single family dwelling and those who pay the association dues.

Class II.

ACENA Class II membership shall be those property owners who hold the property for the purpose of development and resale. (i.e. Builders, Real Estate Investors, etc.)

Section 2 - Voting Rights

Each member in Class I, II shall be entitled to one vote per household on matters that properly come before the corporation.

Section 3

A member must vote in person, except as otherwise provided in these By-Laws.

Section 4

The Board of Directors shall be responsible to keep a current membership directory and it shall be made available to any member upon request.

Section 5

Members shall pay dues, in the amount of fifty (50) dollars per year, which has been established by the Board of Directors, and approved by the membership.

Section 6

All meetings shall be held at a place designated by the Board of Directors.

Section 7

The annual meeting of the association for the election of Board of Directors shall be held in September of each year, at a location designated by the Board of Directors. Written notification of the annual meeting will be provided at least two (2) weeks in advance.

Section 8

Regular meetings will be held at the discretion of the Board of Directors, with at least two (2) weeks notification of membership and one (1) week notification for "emergency" meetings.

Section 9 - Quorum

Any matter which comes before the association for a vote shall be approved by a simple majority of those members present.

A majority of the elected members of the Board of Directors shall constitute a quorum.

Article IV

Section 1

The affairs of the association shall be managed by the Board of Directors.

Section 2 - Qualifications

The members of the Board of Directors shall be members of ACENA Class I. No two members from the same household or no two members that are related may serve at the same time on the Board of Directors.

Section 3 - Number

The number of Directors which shall constitute the Board of Directors shall be five (5).

Section 4 - Term of Office

Each Director shall be elected at the annual meeting and shall serve for twelve (12) months commencing on the first day of the month, following the election.

Section 5 - Vacancy

If an elected Director is unable to continue to serve for an entire term for any reason (i.e. moves from neighborhood, etc.), the Board of Directors shall select a member to continue until the end of the term.

Article V

Officers

Section 1

The offices of the corporation shall be chosen by and from among the elected Board of Directors.

Section 2 - Duties

- (a) *President - subject to the general control of the Board of Directors, the President shall manage and supervise all the affairs of the association.*
- (b) *Vice-President - The Vice-President shall temporarily assume the duties of the President in the absence or inability of the President to act.*
- (c) *Secretary/Treasurer - The secretary/treasurer shall keep records of the meetings of the association and manage the financial accounts of the association.*
- (d) *Compensation - No officer or member of the Board of Directors of the association shall receive compensation for the performance of the duties arising from such position.*

Article VI

Miscellaneous

Section 1 - Parliamentary Authority

The current revision of Roberts Rules of Order shall be used as a guide to the conduct of all meetings and activities of the association.

Section 2 - Fiscal Year

The fiscal year of the corporation shall be from October 1st through September 30th.

Section 3

All contracts and or other documents requiring execution by the corporation shall be signed by the President or acting President and two (2) other members of the Board of Directors.

Section 4 - Financial Accounts

The authority to establish accounts with Financial institutions and to withdraw from these or to issue checks thereon shall be established by the Board of Directors. Financial books are to be audited each year prior to the annual meeting by a special committee.

Section 5 - Amendments of By-Laws

These By-Laws may be amended or repealed and new By-Laws may be adopted by a vote of at least two-thirds of the members present at a regular or annual meeting, provided the following procedures are followed:

- (a) The proposed amendments and the meeting date and location are publicized at least thirty (30) days in advance of the meeting.*
- (b) The proposed amendment has been submitted in writing to the Board of Directors and signed by a minimum of ten (10) ACENA Class I members.*
- (c) The Board of Directors shall be responsible to review all proposed amendments for compliance to all laws and regulations before presenting to the membership for a vote.*

Board of Directors
Avon Creek Estates Neighborhood Association

President	<i>James E. Connors</i>	<i>9168 W. McCarty St.</i>
Vice-President	<i>Randy E. Pell</i>	<i>9157 Bakeway Dr.</i>
Secretary/Treasurer	<i>Steve Harpold</i>	<i>9217 Bakeway Dr.</i>
	<i>Kent McPhail</i>	<i>9179 McCarty St.</i>
	<i>Larry Francisco</i>	<i>636 Bakeway Cir.</i>



"AVON CREEK ESTATES"

The undersigned, Donald & Dorothy Lambert, husband and wife, being the owners of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with the within plat.

The within plat shall be known and designated as "AVON CREEK ESTATES, SECTION FIVE, A SUBDIVISION IN MARION COUNTY, INDIANA."

- A. The streets shown and not heretofore dedicated to public use.
- B. All numbered lots in this addition shall be designated as residential lots. Only one single family dwelling with accessory building and not exceeding two stories in height may be erected or maintained on said lots.
- C. Front and side building lines are established as shown on this plat between which lines and the property lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner within the triangular area formed by street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.
- D. No one story house shall be erected on any lot in this addition having a ground floor area of less than 1500 square feet and no one and one-half story houses or two story houses will have less than 1800 square feet, exclusive of open porches, garages or basement.
- E. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this addition.
- F. No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- G. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
- H. There are strips of ground as shown on the within plat marked "Drainage Easement" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Marion County, Indiana, and the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of public utilities and to those of the owners of said lots in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground so reserved.
- I. 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.
- J. 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, specification and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an architectural and environmental control committee, also the proposed location of any destruction of trees and vegetation or other such matter as may affect the environment and ecology of the Avon Creek area shall be 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 14 days from the date of submission, it shall be deemed that the committee has disapproved the presented plat, neither the committee nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

- K. 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 standards 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.
- L. 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.
- M. Recreational vehicles, boats and non-used or non-operational vehicles shall be kept in either the dwelling garage, basement, or utility building.
- N. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- O. 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, designated by the above mentioned architectural and environmental control committee or a home owners organization if established. No burning of any waste, including leaves, shall be allowed except by an indoor incenerator approved by said committee. All equipment for the storage and disposal of all rubbish shall be kept in clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
- P. All driveways shall be paved with either a concrete or asphalt surface within one year after completion of home.
- Q. Storage tanks, Oil or gas storage tanks shall be either buried or located in a house or garage area.
- R. 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 sign used by a builder to advertise the property during the new construction and sales period. Except that, any sign required by law may be displayed.
- S. Hunting or Trapping. No hunting or trapping shall be allowed on any lot or other area within the boundaries of Avon Creek.
- T. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, the Department of Metropolitan Development, their successors or assigns, who shall be entitled to such relief, without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect until Jan. 1, 1999, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- U. Fences. All fences, including material and height, require Committee approval before erection. Fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.
- V. Landscaping. the lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

- W. Swimming Pools. No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others . Prior to erection, such fence shall be approved by the Committee.
- X. Crawl Space and Foundation Drains. No crawl spaces, eaves, troughs, gutters downspouts, or foundation drains shall be constructed so as to discharge water onto a street.
- Y. Exterior Antennas and Satellite Dishes. No television or radio antennas, satellite dishes or similar devices for television, radio, and/or telephone telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development.. However, inside attic antennas and cable service are acceptable.
- Z. Gazebos. Free standing gazebos are permitted if design and location is approved by the Architectural Committee.
- A-1. Clothes Lines. Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.
- A-2. Ditches and Swales. It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.
- A-3. Sidewalks. Lot owners must construct sidewalks within one year after completion of house and maintain in good condition, except court lots will not have sidewalks.
- A-4. The within covenants, limitations and restriction are to run with the land and shall be binding on all parties and persons claiming under them.

Donald Lambert and
 IN WITNESS WHEREOF, Dorothy Lambert HAVE HEREUNTO CAUSE THEIR
 NAME TO BE SUBSCRIBED THIS 2nd day of January 1991.

STATE OF INDIANA)
) SS
 COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, This 2nd day of January 1991, and Acknowledged the execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes herein expressed.

Donald Lambert
 Donald Lambert

Dorothy Lambert
 Dorothy Lambert

My Commission Expires May 15, 1994

Dennis E. Creighton II
 Notary Public
 Dennis E. Creighton II

Notary resides in Marion County

"AVON CREEK ESTATES"

The Undersigned, Keith E. and Marlene K. Cook, husband and wife, being the owners of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with the within plat.

The within plat shall be known and designated as "AVON CREEK ESTATES -- SECTION ONE, TWO, THREE and FOUR", an addition in Marion County, Indiana.

- A. The streets shown and not heretofore dedicated to public use.
- B. All numbered lots in this addition shall be designated as residential lots. Only one single family dwelling with accessory building and not exceeding two stories in height may be erected or maintained on said lots.
- C. Front and side building lines are established as shown on this plat between which lines and the property lines of the street no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner within the triangular area formed by street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.
- D. No one story house shall be erected on any lot in this addition having a ground floor area of less than 1500 square feet and no one and one-half story houses or two story houses will have less than 1800 Square feet, exclusive of open porches, garages or basement.
- E. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this addition.
- F. No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- G. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
- H. There are strips of ground as shown on the within plat marked "Drainage Easement" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Marion County, Indiana, and the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of public utilities and to those of the owners of said lots in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground so reserved.
- I. 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.
- J. 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, specification and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an architectural and environmental control committee, also the proposed location of any destruction of trees and vegetation any other such matter as may affect the environment and ecology of the Avon Creek area shall be 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 with-in 14 days from the date of submission. It shall be deemed that the committee has disapproved the presented plat, neither the committee nor the designated representatives shall be intitled to any compensation for services preformed pursuant to this covenant.

- K. 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 standards 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.
- L. 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.
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- N. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- O. 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, designated by the above mentioned architectural and environmental control committee or a home owners organization if established. No burning of any waste, including leaves, shall be allowed except by an indoor incenerator approved by said committee. All equipment for the storage and disposal of all rubbish shall be kept in clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
- P. All driveways shall be paved with either a concrete or asphalt surface within one year after completion of home.
- Q. Storage tanks, Oil or gas storage tanks shall be either buried or located in a house or garage area.
- R. 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 sign used by a builder to advertise the property during the new construction and sales period. Except that, any sign required by law may be displayed.
- S. Hunting or Trapping: No hunting or trapping shall be allowed on any lot or other area within the boundaries of Avon Creek.
- T. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, the Department of Metropolitan Development, their successors or assigns, who shall be entitled to such relief, without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect until June 1, 1996, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agree to change the covenants in whole or in part. Invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- U. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

IN WITNESS WHEREOF, Keith E. and Marlene K. Cook have hereunto caused their name to be subscribed this _____ day of _____ 1987.

STATE OF INDIANA }
COUNTY OF MARION } SS

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, This _____ day of _____ 1987 and acknowledged the execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes herein expressed.

Keith E. Cook
My Commission Expires _____

Marlene K. Cook
Notary Public