Subdivision Covenants and Restrictions

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVON TRAILS

THIS DECLARATION, made on the 15th day of June, 1999, by TRI-NORTH DEVELOPMENT COMPANY, LLC, an Indiana limited liability company, ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Hendricks County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Real Estate") attached hereto and by this reference, made a part hereof, upon which Declarant intends to develop a residential subdivision known as Avon Trails.

WHEREAS, the real estate more completely described in what is attached hereto and incorporated herein by reference as Exhibit "B" shall hereafter be referred to as the "Additional Real Estate";

WHEREAS, Declarant desires to subdivide and develop the Real Estate and may in the future desire to subdivide and develop such portions (or all) of the Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

WHEREAS, the term "Property" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to and at anytime subject to this Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held, conveyed, hypothecate, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained.
By acceptance of such deed, execution of such contract, and/or actively occupying such Lot, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees and consents to and with Declarant, the Association, and the Owners of each of the Lots hereby affected to keep, observe, and comply with the terms and conditions hereof.

Declarant shall have, and hereby reserves the right, at any time, and from time to time, at any time prior to the expiration of the Development Period, to add to the Property and subject to this declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this declaration and all rights, obligations, and privileges herein, when Declarant places of record in Hendricks County, Indiana an instrument so declaring the same to be part of the Property, which supplementary declaration (hereafter "Supplementary Declaration") may be as part of a subdivision plat for any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration. Such Supplementary Declaration may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the added Dwelling Units or Additional Real Estate.

Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the discretion of the Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as Avon Trails, a subdivision located in Hendricks County, Indiana.

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ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the AVON TRAILS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 2.5 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area, as defined below, (3) items (if any) deemed Common Area for maintenance purposes only, and (4) Block "B", comprising 19,517 square feet, as identified in the Final Plat of Crystal Farms Section 5, recorded with the Recorder of Hendricks County, Indiana, on September 25, 1998, as Instrument Number 9800025681, plat cabinet 1, slide 107, pages 1A & 1B. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", "C.A.", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area is to be conveyed to the Association.

Section 2.6 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.7 "Declarant" means the TRI-NORTH DEVELOPMENT, LLC, an Indiana limited liability company and its successors and assigns.

Section 2.8 "Development Period" means the period of time commencing with Declarant’s acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Property.
Section 2.9 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereinafter defined).

Section 2.10 "Lake Area(s)" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 2.11 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.12 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.13 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of Hendricks County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

Section 2.14 "Pool" means the pool and bathhouse to be constructed by the Declarant, at the Declarant's option and in the Declarant's discretion, upon a Common Area.

Section 2.15 "Recreation Facility" means the recreational facilities, including playground equipment, located in Block "A" common area in Crystal Farms, Section 5, as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, on the 25th day of September, 1998, as Instrument No. 9800025681, PC 1, SL 107, Pages 1A and 1B.

Section 2.16 "Shiloh Farms" shall mean the residential subdivision which is located adjacent to the property and which comprises (i) Shiloh Farms Section 1 as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, as of the 9th day of August, 1995, in plat cabinet 3, slide 72, page 2, slide 73, page 1; (ii) Shiloh Farms Section 2 as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, on the 3rd day of January, 1997, in plat cabinet 4, slide 54, pages 1 and 2, slide 55, page 1; (iii) Shiloh Farms Section 3 as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, on the 10th day of June, 1998, as Instrument No. 9800014663, plat cabinet 1, slide 39, pages 2A, 2B, and 2C; (iv) Shiloh Farms Section 4 as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, as of the 29th day of July, 1999, as Instrument No. 199900022456, plat cabinet 2, slide 124, pages 1A, B, and C; and (v) Crystal Farms Section 5 as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, on the 25th day of September, 1998, as Instrument No. 9800025681, PC 1, SL 107, Pages 1A and 1B.
Section 2.17 "Ashton" shall mean the residential subdivision which comprises (i) Ashton Section Six as per the plat thereof recorded with the Recorder of Hendricks County, Indiana on the 29th day of September, 1995, in plat cabinet 3, slide 110, page 2, slide 111, pages 1 and 2; and (ii) Ashton Section Eight as per the plat thereof recorded with the Recorder of Hendricks County, Indiana, on the 2nd day of December, 1997, as Instrument No. 9700025398, plat cabinet 4, slide 158, pages 1 and 2, slide 159, page 1.

ARTICLE III

Property Rights, Easements and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to
such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of each class of members of the Association;

(h) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented; and

(i) Residents of Shiloh Farms and Ashton shall be permitted to use the Pool in the same manner as any Owner, but only if the resident within Shiloh Farms and/or Ashton desiring to use the Pool pays to the Association, in advance and on an annual basis, that portion of the Regular Annual Assessment which is to be paid by each Owner and which is attributable to and to be utilized for the maintenance and repair of the Pool.

Section 3.2 Recreational Facilities. The Owners shall be permitted to use the Recreational Facilities so long as (i) the Shiloh Farms Homeowners Association, Inc. permits such use of the Recreational Facilities and (ii) each Owner desiring to use the Recreational Facilities pays to the Shiloh Farms Homeowners Association, Inc., in advance and on an annual basis, that portion of the annual assessment which is to be paid by a resident of Shiloh Farms and which is attributable to and to be utilized for the maintenance and repair of the Recreational Facilities.

Section 3.3 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any Owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.4 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.
Section 3.5 General Drainage, Utility, Sewer and Other Development Easement - The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner’s use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant’s right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs
advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any
other landscaping, architectural and recreational features or facilities considered necessary,
appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first
conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all
such facilities shall be maintained by the Association as a part of its Common Area maintenance
obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the
Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility,
Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or
thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent,
exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or
appropriate, for ingress and egress, utility and similar purposes on or within any portion of
the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage,
Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-
way now or hereafter existing on the Property, by written instrument, amended Plat or
amendment to the Plat recorded in the Office of the Recorder of Hendricks County, Indiana.

(e) The title of the Association (as to the Common Area owned by the Association during the
Development Period) and of any Owner of any Lot shall be subject to the rights and easements
reserved herein.

Section 3.6 Easement for Emergency Purposes. An easement is hereby dedicated and
granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and
ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.7 Fee Title to Lot. The fee title to any Lot described as bounded by any street,
lane, walkway, park, pond, lake, or any other common property which has not been dedicated or
accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such
common property shall not extend upon such common property and the fee title to such common
property is reserved to the grantor to be conveyed to the Association for the common enjoyment of
all residents in Avon Trails.

Section 3.8 Designated Drainage, Utility and Sewer Easements. There are strips of ground
designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer
easements and storm sewer easements, or any combination thereof, which are hereby reserved to the
appropriate governmental entities, public utilities, and private utilities for the installation and
maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention
areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which are approved pursuant to Section 6.2 below, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.9 Designated Mounding, Landscaping, and Screening and Sign Easements. Any strips of grounds shown or designated on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, are hereby reserved for such (i) mounding easements, (ii) landscape easements and/or landscape maintenance easements and/or (iii) sign easements. Declarant hereby reserves unto itself during the Development Period, and, thereafter, unto the Association, any such easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.
Section 3.10 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.11 Easement Work. Notwithstanding any architectural approval under Section 6.2 below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever, planted, to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above.

Section 3.12 No Access. There may be strips of ground designated on the Plat as “no access strip”, “no access”, “no access easement”, “no access esmt”, or by other similar language. Vehicular ingress, egress, and traveling and/or the construction of improvements for such ingress, egress and/or traveling, is prohibited on, over, or across any such strips or areas.

Section 3.13 Reservation of Right to Grant Easement. The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of land which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements upon, under, over and across the real estate which is adjacent to the Property.

ARTICLE IV

Association Membership, Voting Rights Board of Directors and Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

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**Class B.** The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or, (b) December 31, 2015.

**Section 4.3 Board of Directors.** The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

**Section 4.4 Professional Management.** No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

**ARTICLE V**

**Covenant for Maintenance Assessments**

**Section 5.1 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and

(b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, 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 personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.
**Class B.** The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or, (b) December 31, 2015.

**Section 4.3 Board of Directors.** The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

**Section 4.4 Professional Management.** No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

**ARTICLE V**

*Covenant for Maintenance Assessments*

**Section 5.1 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and

(b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, 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 personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

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Section 5.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, including, but not limited to any Pool located thereon, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be $170.00 per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than 10% above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than 10% above the maximum Regular Yearly Assessment for the previous year, by a vote of two-thirds (2/3) of the votes entitled to be cast by members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes entitled to be cast by those members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding
meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant and any individual or entity purchasing a Lot or Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder") shall pay only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use as a residence.

Section 5.7 Date of Commencement of Yearly Assessments: Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.
Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI

Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 6.2 Architectural Control. No building, outbuilding, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval thereof as above provided. However, there shall be no such approval of the planting of hedges, walls, fences, structures and/or other improvements prohibited under Section 3.8 above, and any such approval shall be null and void. In the event that
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVON TRAILS

THIS FIRST AMENDMENT (the "First Amendment") TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AVON TRAILS is made and entered into this ___ day of ___ , 2000, by CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership;

WITNESSETH:

WHEREAS, on the 19th day of October, 1999, Crossmann Communities Partnership, an Indiana general partnership, as Declarant, caused the Declaration of Covenants, Conditions and Restrictions of Avon Trails to be recorded with the Recorder of Hendricks County, Indiana, in Book 146, Pages 1636-1661 as Instrument #199900030265 (the "Declaration");

WHEREAS, all capitalized terms herein shall have the same meaning as set forth in the Declaration;

WHEREAS, attached as Exhibit A to the Declaration is the real estate located in Hendricks County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit A (the "Real Estate"), and also attached to the Declaration is the additional real estate which may be annexed to the Declaration per the terms of the Declaration, which additional real estate is described in what is attached hereto and incorporated herein by reference as Exhibit B (the "Additional Real Estate");

NOW, THEREFORE, the Declaration is hereby amended to include the following under Article VI of the Declaration:

1. Amendment to Article VII. Section 7.2(a) of Article VII is hereby supplemented to add the following additional duty of the Association, to be funded as part of the common expenses: (v) The maintenance of any storm water drainage infrastructure installed by the Declarant and not located within an area identified on a plat as a 30 foot side yard easement.
2. Amendment to Article IV. Article IV is hereby amended to include the following:

Section 4.5 Fulfillment of Commitments. Notwithstanding the cessation of the Class B membership and the turnover of the Association, and notwithstanding the conveyance of any common area by the Declarant to the Association, the Declarant reserves the right to enter upon any Lots and/or Common Areas for the purpose of complying with any written or unwritten commitments extended to any municipality or zoning jurisdiction in connection with any zoning approvals, plat approvals, variance approvals, special use or exception approvals, and/or any other approvals granted by such municipality or zoning jurisdiction.

3. Amended Declaration. The Declaration, as hereby amended by this First Amendment, shall remain in full force and effect.

CROSSMANN COMMUNITIES PARTNERSHIP
an Indiana general partnership

By: CROSSMANN COMMUNITIES, INC.
an Indiana Corporation, general partner

By: ________________________________
   Richard H. Crowder, President
STATE OF INDIANA )

COUNTY OF MARION ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Crocker, as President of Crossmann Communities, Inc., an Indiana Corporation, a general partner of Crossmann Communities Partnership, an Indiana general partnership, and having been duly sworn, acknowledged execution of this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Avon Trails.

Witness my hand and Notarial Seal this 6th day of November, 2000.

My Commission Expires: 11-3-2001

Residing in Hendricks County

Prepared By:
Charles D. Frankenberger
NELSON & FRANKENBERGER
3021 East 98th Street, Suite 220
Indianapolis, Indiana 46280
(317) 944-0106

Printed Name

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A part of the Northwest Quarter of Section 5, Township 15 North, Range 2 East, Hendricks County, Indiana and a part of the Northeast Quarter of Section 6, Township 15 North, Range 2 East, Hendricks County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 5, Township 15 North, Range 2 East, Hendricks County, Indiana; thence South 89 degrees 53 minutes 23 seconds East along North line of said Northwest Quarter a distance of 19.31 feet; thence South 00 degrees 06 minutes 05 seconds East a distance of 84.53 feet to the Southwest corner of a tract of land conveyed to Hendricks County recorded in Deed Book 348 pages 127-128, thence North 89 degrees 54 minutes 09 seconds East along South line of said tract a distance of 37.30 feet to the West line of a tract of land conveyed to Hendricks County recorded in Deed Book 342 pages 263-266, (the next (4) courses being on said tract); (1) thence North 89 degrees 54 minutes 09 seconds East a distance of 471.23 feet; (2) thence South 00 degrees 05 minutes 51 seconds East 213.23 feet; (3) thence South 22 degrees 54 minutes 02 seconds East a distance of 126.58 feet to a curve to the left having a radius of 1853.68 feet, the radius point of which bears North 89 degrees 54 minutes 08 seconds East; (4) thence Southwesterly along said curve an arc distance of 516.91 feet to a point which bears South 73 degrees 55 minutes 30 seconds West from said radius point and the Northwest corner of Crystal Farms, Section 5, as recorded in the Office of the Recorder of Hendricks County, Indiana, Plat Cabinet 1, Slide 107, pages 1A-1B, (the next (7) courses being along said Crystal Farms Section 5); (1) thence South 86 degrees 47 minutes 27 seconds West a distance of 382.05 feet; (2) thence South 00 degrees 00 minutes 00 seconds West a distance of 359.86 feet; (3) thence South 21 degrees 06 minutes 50 seconds West a distance of 163.03 feet; (4) thence South 00 degrees 17 minutes 50 seconds West a distance of 129.05 feet; (5) thence South 10 degrees 00 minutes 00 seconds East a distance of 50.00 feet, to a curve to the right having a radius of 25.00 feet, the radius point of which bears South 10 degrees 00 minutes 00 seconds East; (6) thence Southwesterly along said curve an arc distance of 34.24 feet to a concave curve to the left having a radius of 225.00 feet, the radius point of which bears North 58 degrees 27 minutes 47 seconds East; (7) thence Southwesterly along said curve an arc distance of 108.11 feet to a point which bears South 40 degrees 55 minutes 55 seconds West from said radius point and a point on the Westerly boundary of Shiloh Farms, Section 2 as recorded in Plat Cabinet 4, Slide 54 pages 1-2 and Slide 55 page 1 in the Office of the Recorder of Hendricks County, Indiana; thence South 40 degrees 55 minutes 55 seconds West along said Section 2 a distance of 77.11 feet; thence North 79 degrees 14 minutes 24 seconds West a distance of 445.58 feet; thence North 14 degrees 33 minutes 39 seconds East a distance of 60.00 feet; thence North 41 degrees 16 minutes 01 seconds West a distance of 110.04 feet; thence North 79 degrees 35 minutes 30 seconds West a distance of 108.31 feet; thence South 09 degrees 56 minutes 53 seconds West a distance of 165.00 feet; thence North 80 degrees 03 minutes 07 seconds West a distance of 115.11 feet; thence North 09 degrees 43 minutes 07 seconds East a distance of 367.21 feet; thence South 69 degrees 06 minutes 53 seconds West a distance of 225.69 feet; thence North 09 degrees 53 minutes 34 seconds West a distance of 149.50 feet; thence South 89 degrees 06 minutes 18 seconds West a distance of 84.86 feet; thence North 63 degrees 30 minutes 59 seconds West a distance of 86.68 feet; thence North 18 degrees 56 minutes 43 seconds East a distance of 120.00 feet to a curve to the right having a radius of 225.00 feet the radius point which bears North 19 degrees 58 minutes 43 seconds East; thence Northwesterly along said curve a distance of 35.22 feet to a point which bears South 28 degrees 56 minutes 50 seconds West from said radius point; thence North 28 degrees 56 minutes 50 seconds East a distance of 169.42 feet; thence North 52 degrees 51 minutes 35 seconds West a distance of 279.18 feet; thence North 37 degrees 15 minutes 33 seconds East a distance of 121.18 feet; thence North 53 degrees 37 minutes 14 seconds West a distance of 37.71 feet; thence North 37 degrees 15 minutes 33 seconds East a distance of 332.23 feet; thence North 00 degrees 06 minutes 42 seconds East a distance of 281.14 feet to the North line of the Northeast Quarter of Section 6, Township 15 North, Range 2 East, Hendricks County, Indiana; thence along said North line South 89 degrees 53 minutes 23 seconds East a distance of 817.17 feet to the Point of Beginning containing 50.98 acres more or less.

TOGETHER WITH:

Block "B", comprising 19,517 square feet, as identified in the Final Plat of Crystal Farms Section 5, recorded with the Recorder of Hendricks County, Indiana, on September 25, 1998, as Instrument Number 9600025681, plat cabinet 1, slide 107, pages 1A and 1B.
A part of the Northwest and Southwest Quarters of Section 5, Township 15 North, Range 2 East, Hendricks County, Indiana, and a part of the Northeast Quarter of Section 6, Township 15 North, Range 2 East, Hendricks County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 5, Township 15 North, Range 2 East, Hendricks County, Indiana; thence South 89 degrees 53 minutes 23 seconds East along North line of said Northwest Quarter a distance of 19.31 feet; thence South 00 degrees 05 minutes 39 seconds East a distance of 94.53 feet to the Southwest corner of a tract of land conveyed to Hendricks County recorded in Deed Book 349 pages 127-128, thence North 89 degrees 54 minutes 09 seconds East along South line of said tract a distance of 37.30 feet to the West line of a tract of land conveyed to Hendricks County recorded in Deed Book 349 pages 255-256, (the next (4) courses being on said tract); (1) thence North 89 degrees 54 minutes 09 seconds East a distance of 471.23 feet; (2) thence South 00 degrees 05 minutes 31 seconds East 213.23 feet; (3) thence South 22 degrees 54 minutes 02 seconds East a distance of 125.06 feet to a curve to the left having a radius of 185.68 feet, the radius point of which bears North 89 degrees 54 minutes 08 seconds East; (4) thence Southwesterly along said curve an arc distance of 316.81 feet to a point which bears South 73 degrees 55 minutes 30 seconds West from said radius point and the Northeast corner of Crystal Farms, Section 5, as recorded in the Office of the Recorder of Hendricks County, Indiana, Plat Cabinet 1, Slide 107, pages 1A-1B, (the next (7) courses being along said Crystal Farms Section 5); (1) thence South 86 degrees 47 minutes 27 seconds West a distance of 382.05 feet; (2) thence South 00 degrees 00 minutes 00 seconds West a distance of 359.88 feet; (3) thence South 21 degrees 06 minutes 50 seconds West a distance of 163.03 feet; (4) thence South 00 degrees 17 minutes 50 seconds West a distance of 129.05 feet; (5) thence South 10 degrees 00 minutes 00 seconds East a distance of 50.00 feet, to a curve to the right having a radius of 25.00 feet, the radius point of which bears South 10 degrees 00 minutes 00 seconds East; (6) thence Southwesterly along said curve an arc distance of 34.24 feet to a concave curve to the left having a radius of 225.00 feet, the radius point of which bears North 88 degrees 27 minutes 44 seconds East; (7) thence Southwesterly along said curve an arc distance of 106.11 feet to a point which bears South 40 degrees 55 minutes 55 seconds West from said radius point and a point on the Westerly boundary of Shiloh Farms, Section 2 as recorded in Plat Cabinet 4, Slide 54 pages 1-2 and Slide 55 page 1 in the Office of the Recorder of Hendricks County, Indiana; (the next (5) courses along said Section 2); (1) thence South 40 degrees 55 minutes 55 seconds West a distance of 153.99 feet; (2) thence South 00 degrees 00 minutes 00 seconds West a distance of 287.00 feet; (3) thence North 89 degrees 00 minutes 00 seconds East a distance of 125.00 feet; (4) thence South 00 degrees 00 minutes 00 seconds West a distance of 34.31 feet to a curve to the left having a radius of 825.00 feet, the radius point of which bears North 90 degrees 00 minutes 00 seconds East; (5) thence Southwesterly along said curve an arc distance of 32.72 feet to a point which bears South 87 degrees 00 minutes 00 seconds West from said radius point; thence South 87 degrees 00 minutes 00 seconds West a distance of 128.85 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 233.53; thence South 88 degrees 50 minutes 07 seconds East a distance of 37.75 feet; thence South 21 degrees 30 minutes 00 seconds East a distance of 194.11 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 213.23 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 594.91 feet; thence South 19 degrees 41 minutes 35 seconds East a distance of 148.70 feet; thence South 29 degrees 17 minutes 59 seconds East a distance of 143.40 feet; thence South 01 degrees 35 minutes 29 seconds West a distance of 82.50 feet to the Northeast corner of Weaver Tract Deed Record 291 page 422-423 in the Office of the Recorder, Hendricks County, Indiana; thence North 89 degrees 04 minutes 25 seconds West along said North line a distance of 331.95 feet, to the West line of said Southwest Quarter; thence North 00 degrees 26 minutes 16 seconds South a distance of 940.74 feet to the Southeast corner of Northeast Quarter of Section 6, Township 15 North, Range 2 East, Hendricks County, Indiana; thence South 89 degrees 06 minutes 08 seconds West along the South line of said Northeast Quarter a distance of 1880.87 feet; thence North 00 degrees 00 minutes 19 seconds West a distance of 34.00 feet to the South line of said Northeast Quarter a distance of 53.52 feet; thence South 89 degrees 54 minutes 53 seconds West a distance of 23.23 feet; thence North 00 degrees 00 minutes 42 seconds East a distance of 368.50 feet to the North line of the Northeast Quarter of Section 6, Township 15 North, Range 2 East, Hendricks County, Indiana; thence along said North line South 89 degrees 53 minutes 23 seconds East a distance of 1727.29 feet to the Point of Beginning containing 1247.60 Acres more or less.

Excepting Therefrom the Real Estate more particularly described in what is attached hereto as Exhibit "A" to this Declaration of Covenants, Conditions and Restrictions of Avon Trails.