CERTIFICATION OF DEVELOPER'S SELF-IMPOSED CONDITION

FOREST COMMONS SUBDIVISION

Section 4

THIS CERTIFICATION ONLY Applies TO THE FOLLOWING LOTS:

LOTS 111, 112, 113, 114, 115, 121, 122, 123, 126, 137, 138, 139, 140, 141, 142, 146, 147

This document adds a DEVELOPER'S SELF-IMPOSED CONDITION which further restricts the above lots in Forest Commons Subdivision, Section Four (4) a subdivision in Washington Township, Hendricks County, Indiana as per plat thereof recorded on October 14, 1997 in Plat Cabinet 4, Slide 141, Page 2, thru Slide 142, Page 1, and re-platted on September 20, 1999 in Plat Cabinet 2, Slide 119, Page 2 in the Office of the Recorder of Hendricks County, Indiana.

This also further restricts the DECLARATION OF RESTRICTIVE COVENANTS for Forest Commons Subdivision, Sections 4, 5, 6, 7, 8 and 9 which were recorded in Miscellaneous Record 29, Pages 1694 - 1700 on October 17, 1997 as Instrument #9700021998, in the Office of the Recorder of Hendricks County, Indiana. This further restriction ONLY IMPACTS THE ABOVE IDENTIFIED LOTS and does not modify in any way the restrictive covenants for any of the other lots except as identified above.

The undersigned, Avon Development Corporation, represented by its corporate officer, as developer of Forest Commons and owner of the above named lots, located in Washington Township, Hendricks County, Indiana, does hereby by this indenture restrict and covenant the above lots to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

For these lots only, the undersigned further restricts paragraph 5 (DWELLING) of said covenants to increase the required square footage requirement for a one story structure from Two Thousand (2000) square feet to Twenty-Three Hundred (2300) square feet and for a multiple story structure from Twenty-Four Hundred square feet to Twenty-Eight Hundred (2800) square feet.

With this further restriction, the referenced paragraph is modified to read:

5. DWELLING: All construction must be performed or directed by a contractor licensed or registered by Hendricks County. The ground floor of the main structure, exclusive of porches and garages, shall NOT BE less than Twenty-Three Hundred (2300) square feet in the case of one story structures, nor less than Twelve Hundred (1200) square feet in the case of multiple story structures, with no less than Twenty-Eight Hundred (2800) square feet of finished floor area in such multiple story structures (determination of square footage efficiency shall rest exclusively with the Architectural Committee). However, if the ground floor area of a multiple story residence is greater than Twenty-Three Hundred (2300) square feet, then the above multiple story square footage minimum does not apply. Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached garage with at least 440 square feet of floor area. No detached garages or other buildings are permitted on lots 111 thru 223. All building locations and elevations must comply with the plat and Hendricks County or other applicable regulations. The exterior first floor walls of the residence must have at least ninety percent (90%) brick or stone coverage (single and multiple story homes). The Architectural Committee is also solely responsible for determining the compliance of proposed house plans with these square footage and masonry requirements. No Aluminum or vinyl siding is permitted. Roof pitch must be at least 9/12 with a minimum overhang of 12 inches, although the Architectural Committee may remove this requirement in special situations. All windows must be constructed of wood. All garages must have finished interior walls. All foundations must consist of either basement or crawl space construction.
IN WITNESS WHEREOF: The said parties as developer and owner of the above described section of Forest Commons, have hereunto set their hand and seal this 26 day of May, 2001.

AVON DEVELOPMENT CORPORATION by: Charles E. Foggatt, Pres.

STATE OF INDIANA
COUNTY OF HENDRICKS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Avon Development Corporation, represented by its Corporate Officer, Charles E. Foggatt, President, as developer and owner of the above described lots in Forest Commons, Washington Township, Hendricks County, Indiana, acknowledged the execution of the above and foregoing CERTIFICATION OF DEVELOPER'S SELF-IMPOSED CONDITION as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 26 day of November, 2001.

Carol D. Thompson
(printed)

My Commission expires 5-5-2008.

This document was prepared by Charles E. Foggatt, President, Avon Development Corporation.
FOREST COMMONS
SECTION IV

EXHIBIT "A"
CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Forest Commons, Section IV, was recorded in the Office of the Recorder of Hendricks County, Indiana, on October 14, 1997, recorded in Plat Cabinet 4, Slide 141, Page 2, and Slide 142, Page 1 as Instrument No. 970021749 said instrument was prepared by Benchmark Consulting, Inc., and was Certified by Donn M. Scotten on September 22, 1997.

I further certify that said plat was recorded inadvertently with information as highlighted on this Exhibit "A". Said plat should be corrected as shown on the attached Exhibit "B".

Certifying this 16th day of December, 1998.

Donn M. Scotten
Registered Land Surveyor
State of Indiana No 3-0510
FOREST COMMONS  
SECTION IV

DURING ENTERED FOR TAXATION  
DEC 18 1998

THIST PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED  
FOR RECORDING
DATE: 12/18/98  
HENDRICKS COUNTY ENGINEER

EXHIBIT "B"  
CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Forest Commons, Section IV, was recorded in the Office of the Recorder of Hendricks County, Indiana, on October 14, 1997, recorded in Plat Cabinet 4, Slide 141, Page 1, and Slide 142, Page 1 as Instrument No. 9700021749 said Instrument was prepared by Benchmark Consulting, Inc., and was Certified by Donn M. Scotten on September 22, 1997.

I further certify that said plat was recorded inadvertently with information as highlighted on the attached Exhibit "A". Said plat should be corrected as shown on this Exhibit "B".

Certified this 16th day of December, 1998.

Donn M. Scotten  
Registered Land Surveyor  
State of Indiana No. S-0510

B.C.I. 92-08-155-CW  
DEC. 16, 1998
FOREST COMMONS
SECTION IV

COMMON AREA "A"
DRAINAGE & UTILITY EASEMENT
88,876 S.F.
2.04 Ac.

EXHIBIT "A"
CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Forest Commons, Section IV, was recorded in the Office of the Recorder of Hendricks County, Indiana, on October 14, 1997, recorded in Plat Cabinet 4, Slides 141, Page 3 and Slide 142, Page 1, as Instrument No. 9700021749, said Instrument was prepared by Benchmark Consulting, Inc., and was Certificated by Donn M. Scotten on September 22, 1997.

I further certify that said plat was recorded inadvertently with information as highlighted on this Exhibit "A"). Said plat should be corrected as shown on the attached Exhibit "B".

Certified this 10th day of August, 2000.

Donn M. Scotten
Registered Land Surveyor
State of Indiana No. S-0510

B.C.I. 92-08-155
JULY 10, 2000
FOREST COMMONS
SECTION IV

COMMON AREA "A"
DRAINAGE &
UTILITY EASEMENT
65,676 S.F.
2.04 Ac.

EXHIBIT "B"
CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Forest Commons, Section IV was recorded in the Office of the Recorder of Hendricks County, Indiana, on October 14, 1997, recorded on Plat Cabinet 4, Slide 141, Page 2 and Slide 145, Page 1, as Instrument No. 9700021749, said instrument was prepared by Benchmark Consulting, Inc., and was Certified by Denn M. Scotten on September 22, 1997.

I further certify that said plat was recorded inadvertently with information as highlighted on this Exhibit "A". Said plat should be corrected as shown on the attached Exhibit "B".

Certified this 2nd day of August, 2000.

Denn M. Scotten
Registered Land Surveyor
State of Indiana No. 50510

B.C.I. 92-08-155
JULY 10, 2000
DECLARATION OF RESTRICTIVE COVENANTS
FOREST COMMONS SUBDIVISION

Sections 4, 5, 6, 7, 8 and 9

(COMMONLY REFERRED TO AS "NORTH FOREST COMMONS")

The undersigned, Avon Development Corporation ("ADC"), represented by its corporate officer, as owner of Forest Commons, Sections 4 thru 9, located in Washington Township, Hendricks County, Indiana, do by this indenture restrict and covenant the above lots and other area within said subdivision to itself and its assignees, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations, and/or any association who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

1. **FULLY PROTECTIVE RESIDENTIAL AREA:** The following covenants shall apply to Sections 4 thru 9 of Forest Commons (the "Subdivision").

2. **HOMESITE USE:** No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.

3. **NORTH FOREST COMMONS MAINTENANCE ASSOCIATION:** All owners of lots in the Subdivision shall become members of the North Forest Commons Maintenance Association (the "Association"). The Association is a not-for-profit corporation with mandatory membership of all lot owners in the Subdivision. The sole purpose of the Association is to maintain a clean, safe and attractive subdivision for the enjoyment and benefit of the members. In addition, Common Area "A" in Section 5 and Common Area "A" in Section 6 will be deeded to the Association and will be maintained by the Association as part of its normal activities.

   (a) Each lot owner, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for specific maintenance functions within the subdivision performed for the benefit of all members. Each such annual assessment shall be the personal obligation of the person(s) who was the owner of the property when the assessment was due. In the case of multiple owners of a specific lot, the term "owner" shall refer to the person representing such multiple owners. If a lot is sold, the payment of the previous owner remains with the Association and no assessment is due from the new owner until the next normal assessment date. The annual assessment date shall be January 1 for each calendar year. At the time of closing of the lot purchase from ADC, the original lot purchaser shall make a payment to the Association of a prorated assessment, calculated for the remaining calendar months in the current year, commencing with the first day of the month following closing. The next assessment shall be due on the following January 1 and will be for a full year. However, if said closing occurs after October 1 of any year, the due to be collected at closing shall also include the annual dues for the subsequent year. The dues payment shall be deposited in the Association's bank account or held by ADC until such time that such bank account is established by the Association. After formation, the Association Board of Directors may modify the above payment schedule as necessary to meet the needs of the Association.

   (b) The assessments levied by the Association shall be used exclusively for the purpose of the following: (1) maintenance of all common areas or areas so directed by the Association, including mowing and general cleanup, (2) maintenance of the entrance plantings, including payment of electric or water bills associated with any irrigation systems or watering activities, (3) payments for billings by Hendricks County REMC or any other utility for street lights or electrical power which the Association requests be provided within the Subdivision, (4) costs of general maintenance of the retention pond of Section 4 including operation of any fountain installed to maintain satisfactory pond chemistry, (5) costs associated with routine expenses of the Association, including legal fees, property taxes on the common areas if applicable, insurance, etc., and (6) other general functions that the Association shall determine are in the best interests of its members, including any costs necessary to collect delinquent assessments from members. Additional uses of Association funds are dependent on the decisions of the membership.

   (c) The initial annual assessment shall be in the amount of One Hundred Twenty-Five Dollars ($125.00) per lot. In no event shall any assessment or charge be levied against or be due from the undersigned Avon Development Corporation, its representatives, or assignee. Future assessments are to be determined by the Association Board of Directors (refer to paragraph 3(d) below) based on a comparison of member payments and Association expenses. The Association Board of Directors may change the maximum and basis of the assessments, provided that any such change shall have the assent of two-thirds of the Board members. If the assessments from members are not paid on the date due, then the assessment and costs of collection thereof shall thereafter become a continuing lien on the subject real estate.

   (d) The management, affairs and policies of the Association shall be vested in the Board of Directors (the "Board") which shall conduct the day to day functions of the Association on behalf of its members. The initial Board of Directors (the "Acting Board") shall consist of up to seven (7) owners of lots in the Subdivision (or a representative of ADC as provided below) appointed by the undersigned. Each November (the first November in the case of the
Acting Board) the Board shall contact all owners in the Subdivision in writing and solicit their interest in serving on the Board of Directors. Based on this solicitation, the Board (or Acting Board) shall then provide all lot owners with a slate of candidates (these must be existing owners of lots in the Subdivision) and a written ballot (one per lot). Based on the tabulation of all ballots returned, the new Board of Directors shall be established. However, in the event that no more than seven (7) nominees exist, then there will be no vote of the membership and all nominees will be seated as the new Board of Directors. The tenure of the members of the Board of Directors shall be established such that no more than four (4) Director’s terms will expire each year. Upon its formation each year, the Board in its first meeting shall immediately elect a President, Vice-President, Secretary and Treasurer and assign specific duties to each. There will be no compensation paid to any member of the Board of Directors. The terms of all officers shall be one year, unless reelected by the Board. As long as any lots remain unsold in the Subdivision, a representative of ADC may serve on the Board if desired by ADC, however still retaining a total Board membership of up to seven (7) members.

(e) On an annual basis, the Directors shall prepare a roster of the properties and assessments applicable thereto. Such roster shall be kept with the records of the Association. A dues assessment shall thereupon be sent to every Association member subject thereto by December 15 for payment of the succeeding year’s assessment. Payments shall be considered delinquent if not received by January 15. Although generally the Directors shall have the authority to act on behalf of the members and total membership meetings are not required, the Directors may call meetings of all members of the Association when considered appropriate. At any meeting of the members, or through written ballot provided separately to the members, a two-thirds majority of those actually voting shall be required to pass any motion made by members. Only one vote per lot is permitted. Similarly, a two-thirds majority of the Directors voting shall be required to pass any motion made in Director’s meetings or by written ballot outside any scheduled meeting. However, at least two-thirds of the Directors must vote in any action for that action to become effective. On an annual basis, the Directors shall prepare an annual report to the membership, summarizing the primary events of the past year and accounting for all funds received from the members.

(f) The Directors shall schedule meetings at a frequency considered appropriate to effectively conduct the business of the Association. Routine bills may be paid directly by the Treasurer after approval by one other officer. The Board shall also contact any lot owner who may be in violation of these Restrictive Covenants or causing or permitting any activity to occur to the detriment of the members, and request that such activity be eliminated or corrected. This includes, among others, allowing dogs to run outside without adequate fencing, permitting trash to accumulate on unimproved lots, not mowing unimproved lots, depositing refuse or material on an adjacent lot, or not maintaining a building site during construction of the residence in conformity with paragraph 22.

4. ARCHITECTURAL CONTROL: No house shall be erected, placed or altered on any lot in the Subdivision until: (1) the plans, and (2) name of builder have been approved by the Architectural Committee which shall consist of the undersigned owner, ADC, or by its duly authorized representatives (if a document is executed by ADC conveying such responsibility). The approval or disapproval, as required in these covenants, shall be in writing. In the event that said written approval is NOT received within ten (10) days from the date of submission, it shall be deemed that the plans and specifications have been DISAPPROVED. Prior to commencement of any construction activities, the builder (or general contractor) who will be responsible for the construction on behalf of the lot owner must agree in writing to comply with the requirements of the Forest Commons Erosion Control Plan as approved by the Indiana Department of Natural Resources and contact the Chairman of the Architectural Committee to ensure an understanding of the “Special Provisions During Construction” as discussed in paragraph 22. This will be a requirement of the approval letter received from the Architectural Committee.

5. DWELLING: All construction must be performed or directed by a contractor licensed or registered by Hendricks County. The ground floor of the main structure, exclusive of porches and garages, shall NOT be less than Two Thousand (2000) square feet in the case of one story structures, nor less than Twelve Hundred (1200) square feet in the case of two story structures, with no less than Twenty-Four Hundred (2400) square feet of finished floor area in such multiple story structures (determination of square footage sufficiency shall rest exclusively with the Architectural Committee). However, if the ground floor area of a multiple story residence is greater than Two Thousand (2000) square feet, than the above multiple story square footage minimum does not apply. Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached garage with at least 400 square feet of floor area. No detached garages or other outbuildings are permitted on lots 111 thru 223. All building locations and elevations must comply with the plat and Hendricks County or other applicable regulations. The exterior first floor walls of the residence must have at least ninety percent (90%) brick or stone coverage (single and multiple story homes). The Architectural Committee is also solely responsible for determining the compliance of proposed house plans with these square footage and masonry requirements. No Aluminum or vinyl siding is permitted. Roof pitch must be at least 9/12 with a minimum overhang of 12 inches, although the Architectural Committee may remove this requirement in special situations. All windows must be constructed of wood. All garages must have finished interior walls. All foundations must consist of either basement or crawl space construction. No slab floors are permitted (except in basements or the below grade level of split-level residences).

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

7. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked UTILITY easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements reserved as drainage swales may be used by the proper authorities and are
to be maintained by any owner such that adequate drainage is maintained along such swale. No owner is permitted to make ANY changes to the area within the drainage swales without written permission of the Hendricks County Surveyor's office. In the event that activities related to construction of a house, including yard grading or erosion damage, causes any swale to change in any manner from the final condition established by the undersigned developer, become blocked or fail to drain properly, it shall be the responsibility of the lot owner to reestablish the proper swale drainage and place the swale in the same condition that it was prior to any construction activities. Lot owners should keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. No permanent or other structures are to be erected or maintained upon any easement shown upon the plat and owners of lots shall take their titles subject to the rights of the above easements; NO sump pump may be discharged into the street after a house is completed. The discharge of a sump pump MUST be installed underground with plastic pipe or vitrified tile to subsurface drains. NO downspout drains or any other drainage system except sump pumps may be connected to the subsurface drains located along the street. In order to ensure the proper operation of the drainage system, NO dumping of any material into the drainage swales is permitted, including leaves, grass clippings, dirt, stones, trash or any other items. During construction activities through final establishment of a grass cover, it is the responsibility of the lot owner to ensure that suitable means are installed to prevent siting of any drainage swale or street. This will include placement of silt fences, straw bales or other means to prevent mud or dirt from washing into drainage swales or streets. NO driveway is to be constructed within any drainage easement unless approval is specifically acquired from the Hendricks County Surveyor's Office prior to such construction.

8. U N I T Y B U I L D I N G S : NO out-buildings are permitted on any lot covered by this Declaration of Restrictive Covenants, including storage buildings, detached garages, mini-barns, tool sheds, pool houses or any building other than the residence.

9. B U S I N E S S E S : NO mercantile building shall be erected, built, or placed on any portion of the referenced subdivision or may any dwelling be used for any business of any nature. However, a house shall be permitted to be used as a model home by a builder subject to the restrictions in this section. During such use of the house as a model home, the total signage that may be used on any lot shall not exceed twenty-five (25) square feet with no single sign exceeding sixteen (16) square feet. The duration of the model home period shall be six (6) months measured from the date of issuance of an occupancy permit by Hendricks County authorities. However, at the sole discretion of the undersigned, Avon Development Corporation, or its assigns, this model home period may be extended for one or more additional three months periods. Such extension(s) will depend on the demonstrated appearance and operation of such model home, compliance by the owner of the model home with other covenants, as well as on other lots owned by such owner, and any other factors that the undersigned considers appropriate.

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

11. T E M P O R A R Y A N D O T H E R S T R U C T U R E S : No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any homesite at any time as a residence, either temporarily or permanently. NO animal kennel, dog run, paved slab that would serve (except the use of an existing driveway), tennis court, paddle ball court or similar item is permitted. No permanent clothes lines are permitted. NO solar panels (if visible beyond the lot boundaries), satellite dishes larger than eighteen (18) inches in diameter, or signs other than one sign of no more than five (5) square feet used to advertise the property for sale, may be placed on any homesite (except as provided in paragraph 9 regarding houses temporarily used as model homes). No exterior antennas are permitted (except satellite dishes as provided above). Temporary structures used by builders during construction of the residence shall be allowed to remain during the building period. NO sales trailers or other structures are permitted except for use by ADC for sales of lots in the Subdivision. The above sign limitations shall not apply to signs used by Avon Development Corporation or its agents to market lots in the subdivision or signs erected by lending institutions financing development of the subdivision.

12. G A R B A G E A N D R E F U S E D I S P O S A L : NO homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary container out of view from the street except on days of trash collection. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash.

13. L A N D S C A P I N G A N D H O M E S I T E M A I N T E N A N C E : All homesites, whether improved or not, shall be kept mowed by the owner or representative during the months of April through October on a schedule such that no growth in excess of twelve (12) inches is permitted. Lot owners are responsible for the removal of any trees or limbs (caused by trees on their lot) that may block subdivision streets or fall on adjacent properties. It is expressly prohibited for any lot owner or other individual to transport any dirt, stones, rocks, sand, trash or any other materials to any other lot at any time, including during the final grading and seeding operations.

14. V E H I C L E R E G U L A T I O N S : NO vehicle of more than 3/4 ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. NO trailer, boat or recreational vehicle shall be permitted to remain on any homesite for more than three (3) consecutive days unless kept within a garage, this
includes any vehicle that is not in operational condition and bearing the current year's license plate. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends and should not be parked on the street overnight.

15. **ANIMALS:** No more than two household pets are permitted per residence. However, additional pets are permitted if kept within the residence at all times. In any event, NO animals, livestock, or poultry shall be raised, bred, or kept on any homestead for any commercial purpose or if they cause a disturbance or become a nuisance to the adjacent lot owners. Any dog that is permitted outside MUST remain within a fenced yard (no outdoor animal kennel or dog run is permitted). "Invisible" electric fencing for control of dogs is an acceptable alternate. Approval of such fences must be acquired as provided in paragraph 19.

16. **WATER SUPPLY:** No individual water supply system shall be permitted on any homestead.

17. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any homestead.

18. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways, shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or in the case of a corner property, from the intersection of the street property lines extended. The same sight line limitations shall apply on any homestead within ten feet from the intersection of a street's property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

19. **FENCES:** No fence shall be erected unless it has been approved by the Architectural Committee which shall have sole discretion regarding the compliance with this section. All fences shall be kept in good repair and erected without hindrance or damage to any other property. No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot, between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Committee. Any fence that is intended to block the view, such as a privacy fence higher than forty-eight (48) inches, shall be located no further from the residence than midway from the residence and the property line (both side and rear). However, a privacy fence may be erected on the rear lot line of any lot on the perimeter of the Subdivision. No fence shall be located within any drainage easement. Any metal or chain-link fence must be covered with black or brown vinyl. The Architectural Committee reserves the right to modify these requirements in special circumstances if it deems it appropriate.

20. **SIDEWALKS AND DRIVEWAYS:** Prior to occupancy of the dwelling, all lots must have concrete sidewalks across the front property line meeting Hendricks County Standards and concrete driveways. Sidewalks must be completed at time of construction and before occupancy or, if no home construction is completed, within one (1) year from the date of purchase of the lot from the undersigned if so directed by the Association in order to provide sidewalk continuity with adjacent lots, whichever occurs first. This obligation shall extend to the new owner(s) in the event that the lot is sold by the original purchaser with the one year period still measured from the date of the original purchase from Avon Development Corporation. Compliance is an obligation of the current owner. If sidewalks are not installed prior to the above one (1) year requirement after having been directed to do so by the Association, then the Association may have the work installed and shall invoice the current owner who by receipt of title to the lot agrees to accept this obligation. If sidewalks are thus installed by the Maintenance Association, then the cost of the sidewalk, and a ten (10) percent service charge and costs of collection thereof shall thereupon become a continuing lien on the property. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another. No driveway may be constructed within any drainage easement.

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

22. **SPECIAL PROVISIONS DURING CONSTRUCTION:** It is the responsibility of the owner of any homestead to maintain a clean and safe construction site, placing such condition in the contractual agreement with a building contractor who must also agree in writing to comply with the requirements of this section. Upon completion of the foundation, a stone driveway area shall be created to minimize mud and debris carryover to the subdivision and adjacent streets. In addition, the builder must ensure that subcontractors do NOT drive on and track mud from the lot but use the stone driveway for any vehicle access to the lot. Likewise, in order to ensure the continued operation of the underground street drains contractors MUST BE REQUIRED BY THE OWNER to clear streets of any excess mud or dirt that is tracked by construction vehicles on a daily basis. Loose trash shall NOT be allowed to carry over to adjacent homesteads. It is also the responsibility of the owner to insure that no material (dirt or otherwise) is allowed to be placed on existing swales within drainage easements. If any damage to another lot occurs due to the activities of the builder or subcontractor, it is the responsibility of the owner to return such lot to its original condition, including rubbish removal, regrading, reseeding or any other act necessary to remove such damage. If the construction site or repair of such other lot is not maintained or performed in conformity with this paragraph, the Association or undersigned owner reserve the right to perform such cleanup or repair functions that it deems necessary to protect the interests of the other lot owners and WILL INVOICE THE OWNER whose contractor caused such damage, including a ten (10) percent service charge and costs of collection thereof, which shall thereupon become a continuing lien until paid.

23. **SWIMMING POOLS:** No swimming pool or associated structure shall be erected or placed on any homestead until the construction plans, including plot plan have been approved by the Architectural Committee. No above ground
pool is permitted. Below ground pools shall be fenced for the safety of other residents. No Swimming pool or associated equipment shall be erected or placed within any easement area. The location must also meet the location requirements of the appropriate state, county or local authorities. No above ground pool is permitted. All pools shall be fenced for the safety of other residents, subject to the requirements of paragraph 19.

24. **MAILBOXES:** It is the responsibility of the lot owner to install mailboxes meeting standards established by the Architectural Committee. At the time of closing of the purchase of a lot, the undersigned owner will provide the names of approved vendors known to be able to supply approved mailboxes and posts.

25. **NORTH FOREST Commons Lake Association:** All owners of lots numbered 124 thru 129 and 148 thru 156 (collectively the "Lake Lots") shall become members of the North Forest Commons Lake Association (the "Lake Association"). The Lake Association is a not-for-profit corporation organized to own and manage the area on the Section 4 plat entitled "Common Area 'A'" which is also a drainage and utility easement. The retention pond in this area was installed due to Hendricks County drainage requirements and has as its primary intended use the retention of storm water. This tract is to be deeded to the Lake Association by the undersigned owner.

(a) The owners of the Lake Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Lake Association annual assessments necessary to meet the obligations of the Lake Association as defined in this paragraph. Each such annual assessment shall be the personal obligation of the person(s) who was the owner of the property when the assessment was due. In the case of multiple owners of a specific lot, the term "owner" shall refer to the person representing such multiple owners. If a lot is sold, the payment of the previous owner remains with the Lake Association and no assessment is due from the new owner until the next normal assessment date. The annual assessment due date shall be January 1 for each calendar year. There will be NO assessment due at the time of closing of the lot purchase from ADC. However, the Lake Association shall contact the new owner within 30 days after said closing and invoice the amount of dues that are payable, depending on the date of such closing.

(b) The assessments levied by the Lake Association shall be used exclusively for the purpose of the following: (1) general maintenance and cleanup of the pond (coordinating with the North Forest Commons Maintenance Association as appropriate), (2) costs associated with routine expenses of the Association, including legal fees, property taxes on the common area, insurance, etc., and (3) other general functions that the Lake Association shall determine are in the best interests of its members.

(c) The management, affairs and policies of the Lake Association shall be vested in the Board of Directors (the "Lake Board") which shall conduct the day to day functions of the Association on behalf of its members. The initial Board of Directors (the "Acting Lake Board") shall consist of up to three (3) owners of the Lake Lots appointed by the undersigned. Each November (the first November in the case of the Acting Board) the board shall contact all owners of Lake Lots in writing and solicit their interest in serving on the Lake Board. Based on this solicitation, the Lake Board (or Acting Lake Board) shall then provide all Lake Lot owners with a slate of candidates and a written ballot (one per lot). Based on the tabulation of all ballots returned, the new Lake Board shall be established. However, in the event that no more than three (3) nominees exist, then there will be no vote of the membership and all nominees will be seated as the new Lake Board. The tenure of the members of the Lake Board shall be established such that no more than two (2) Director’s terms will expire each year. Upon its formation each year, the Lake Board in its first meeting shall immediately elect a President, Vice-President and Secretary/Treasurer and assign specific duties to each. There will be no compensation paid to any member of the Lake Board. The terms of all officers shall be one year, unless reelected by the Lake Board.

(d) The initial annual assessment shall be Fifty Dollars ($50.00) per lot. In no event shall any assessment or charge be levied against or be due from the undersigned Avon Development Corporation, its representatives, or assigns. Future assessments are to be determined by the Lake Board based on a comparison of member payments and Lake Association expenses. The Lake Board may change the maximum and basis of the assessments, provided that any such change shall have the assent of two-thirds of the Lake Board members. If the assessments from members are not paid on the date due, then the assessment and costs of collection thereof shall thereupon become a continuing lien on the subject real estate.

(e) On an annual basis, the Lake Board shall prepare a roster of the properties and assessments applicable thereto. Such roster shall be kept with the records of the Lake Association. A dues assessment shall thereupon be sent to every Lake Association member subject thereto by December 15 for payment of the succeeding year’s assessment. Payments shall be considered delinquent if not received by January 15. Although generally the Lake Board shall have the authority to act on behalf of the members and total membership meetings are not required, the Lake Board may call meetings of all members of the Lake Association when considered appropriate. At any meeting of the members, or through written ballot provided separately to the members, a two-thirds majority of those actually voting shall be required to pass any motion made by members. Only one vote per lot is permitted. Similarly, a two-thirds majority of the Lake Board voting shall be required to pass any motion made in Lake Board meetings or by written ballot outside any scheduled meeting. However, at least two-thirds of the Lake Board must vote in any action for that action to become effective. On an annual basis, the Lake Board shall prepare an annual report to the membership, summarizing the primary events of the past year and accounting for all funds received from the members.

(f) The Lake Board shall schedule meetings at a frequency considered appropriate to effectively conduct the business of the Association. Routine bills may be paid directly by the Secretary/Treasurer after approval by one other officer.
25. COMMON AREAS, RETENTION PONDS AND LEGAL DRAIN EASEMENT:

(a) The area on the Section 4 plat labeled as Common Area "A" is a drainage and utility easement. The pond located on this tract is primarily for retention of storm water. Access to the easement area between the pond and any adjacent property line is permitted for the respective adjacent property owner only, except for maintenance operations performed by the Lake Association. NO ice skating, swimming, boating or any other use of the pond is allowed, EXCEPT as permitted by the Lake Association under procedures outlined in this section. However, under NO circumstances (including the desire of the Lake Association to do so) is a motorized boat, ski or any other motorized craft ever to be permitted in the pond. In the event that a member of the Lake Association proposes that any use of the pond be permitted, that proposal must be presented to the Lake Board for evaluation. If the Lake Board unanimously agrees that the use is acceptable, the Lake Board then must prepare a document containing the names of all Lake Lot owners (one name per lot). If ALL owners agree in writing to the proposed use of the pond, then the Lake Board shall advise such owners in writing of such results and this section of the Restrictive Covenants is considered amended to permit such use. Upon the sale of each Lake Lot by Avon Development Corporation to the first new owner, the new owner will be asked to sign any earlier documents so prepared by the Lake Board. If such new owner refuses to agree to any such use, then the amendment permitting such use becomes void and must be re-established as before. At such time as all Lake Lots have been sold by ADC, then any prior use amendment becomes permanent. However, at any time, a document signed by a two-thirds majority of the Lake Lot owners may terminate any use amendment previously agreed upon.

(b) The area on the Section 5 plat labeled as Common Area "A" is a drainage & utility easement. This is also a common area for the exclusive use of the residents of all Forest Commons sections. The specific use restrictions shall be determined by the North Forest Commons Maintenance Association Board of Directors.

(c) The area on the Section 6 plat labeled as Common Area "A" is a drainage & utility easement and also the location of lift station, the ownership of which is to be conveyed by the undersigned owner to the West Central Conservancy District. This is also a common area for the exclusive use of the residents of all Forest Commons sections. The specific use restrictions shall be determined by the North Forest Commons Maintenance Association Board of Directors.

26. STREET LIGHTS: Since the Subdivision is presently not within the boundaries of any incorporated municipality, any street lights that may be installed within the subdivision will be operated at the expense of the lot owners as part of the annual assessment by the Association. If and when these lots are annexed into a municipality that would assume the responsibility for the street light payments, then the Board shall review the current dues assessments and expenses and decide if an revision to the annual assessment warranted.

27. EXEMPTIONS: Due to prior commitments and covenants, Lot 224, Section 4, is exempt from the prohibition of outbuildings. The related portions of these Restrictive Covenants are revised as follows: "On Lot 224, one detached garage is permitted in addition to the primary structure. This garage must be constructed with exterior material identical to that of the primary structure and is limited to three vehicles capacity". All other portions of these Restrictive Covenants remain in force for Lot 224.

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

29. ENFORCEMENT: If the owner of any lot in the Subdivision shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or equity against the person(s) violating any such covenant and either prevent such violating owner from doing so or to recover any damages or other dues for such violation. It is solely the responsibility of the lot owners and the Association to monitor compliance with these covenants and Avon Development Corporation has no obligation in this regard beyond its role on the Board and/or Architectural Committee.

30. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.
REST COMMONS (SECTIONS 4-9) - DECLARATION OF RESTRICTIVE COVENANTS

WITNESS WHEREOF: The said parties as owner and proprietor of the above described sections of Forest Commons, we hereby set their hand and seal this 16th day of October, 1997.

Avon Development Corporation

by: Charles E. Foggatt

Charles E. Foggatt, President

COUNTY OF INDIANA

COUNTY OF HENDRICKS

fore me, the undersigned, a Notary Public in and for said County and State, personally appeared Avon Development Corporation, represented by its Corporate Officer, Charles E. Foggatt, President, as owner and proprietor of the above described subdivision, acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as their Instrument Act and Deed.

ITNESS My Hand and Notarial Seal this 16th day of October, 1997.

Notary Public

Commission expires

This document was prepared by Charles E. Foggatt, President, Avon Development Corporation.

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Filed for Record in
HENDRICKS COUNTY IN
JOY BRIEGLE
On 10-17-1997 At 07:54 am.
COVENANTS 22.00
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