

**DECLARATION OF  
DEVELOPMENT STANDARDS, RESTRICTIONS AND COVENANTS  
FOR LAKES OF AVALLON  
A RESIDENTIAL SUBDIVISION IN HENSLEY TOWNSHIP,  
JOHNSON COUNTY, INDIANA**

The undersigned, M.J.Allen Developments LLC, Irwin Union Bank and Trust Company, Trustee of the Michael J. Allen IRA Account, hereinafter ("Declarants"), as fee simple Owner of the real estate described in the plat of **Lakes of Avallon**, recorded in the Office of the Recorder of Johnson County, Indiana, in Book \_\_\_\_\_, Page \_\_\_\_\_, (hereinafter titled ("Subdivision")), hereby declare that Lots (hereinafter "Lot (s)") in the Subdivision and all present and future Owners or occupants thereof (hereinafter "Owner (s)") shall be subject to the following development standards, conditions and restrictions (hereinafter "Covenants"), which shall run with the land:

1. **ARCHITECTURAL CONTROL COMMITTEE.** (A.C.C.) The Declarants shall establish an Architectural Control Committee which shall regulate the external appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these Covenants. The Architectural Control Committee shall be composed of two (2) members appointed by Declarants or, should Declarants convey all their interests in the Subdivision, by their successor in title. Upon the completed construction of residential dwellings on each of the Lots within the Subdivision, or ten (10) years, subsequent to the date of this Declaration, whichever is later, the Architectural Control Committee shall then be composed of all the Owners and all matter requiring the Committee's approval will require a vote of three (3) Owners to be passed. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Covenants. The Committee shall serve at the discretion of the Declarants.

2. **MINIMUM LIVING AREAS.** All dwellings constructed upon the Lots shall conform to the following minimum living area requirements, to-wit: a) the ground floor living area of all single story dwellings shall contain not less than 2,000 square feet (exclusive of one (1) story open porches and garages and other areas not considered living area). No two (2) story dwellings shall contain less than 1,700 square feet of living area on the ground floor and all two (2) story dwellings shall contain at least 2,300 square feet of total living area, b) in addition to conforming with the above square footage requirements, the elevations and floor plans proposed by the Lot Owner must be approved and determined by the Architectural Control Committee to be particularly suited to the Lot and compatible with the theme of the Subdivision and the adjacent dwellings.

3. **BUILDING PERMITS.** Notwithstanding compliance with the above minimum living area requirements, the Building Commissioner of Johnson County, Indiana, (or appropriate official possessing authority to issue an Improvement Location Permit) shall not issue an Improvement Location Permit or Building Permit for any structure upon the Lots in this Subdivision, nor shall any dwelling be constructed unless the building and site plans presented by the Lot Owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be in substantially the following form, by example, to wit:

THIS SITE AND BUILDING PLAN FOR LOT \_\_\_\_\_ IN LAKES OF AVALLON HAS  
BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_  
AS THE BUILDING CONTRACTOR FOR THE LOT OWNER,  
AS REQUIRED BY THE PLAT OF LAKES OF AVALLON ARCHITECTURAL CONTROL  
COMMITTEE

By: \_\_\_\_\_

4. **BUILDING PLANS.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure with all existing trees identified and ground floor elevations specified thereon, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and existing trees and foliage. The Architectural Control Committee must also approve the Owner's plan for preserving existing trees and foliage prior to the commencement of any work on the Lot. It shall be the Lot Owner's responsibility to comply precisely with all building and site finish ground elevations as finally required and approved by the proper Johnson County authorities. Home Construction to begin within one (1) year of lot purchase or as approved by Declarant. No trees shall be cut unless for house site selection and driveway placement.
5. **CONTRACTOR APPROVAL.** M.J. Allen Developments LLC is the exclusive builder for the subdivision unless the Declarants waives this condition.
6. **BUILDING MATERIALS.** All structures constructed or placed on any Lot shall be constructed with substantially all new material and no used structures shall be relocated or placed on any such Lot. Exterior materials should consist primarily of stone, brick, and stucco and be consistent with the theme of the development. All materials must follow an acceptable color scheme, which would be harmonious to the theme of the development. Roofs must be 9/12 or above in pitch. All driveways must be of asphalt within 1 year of occupancy.
7. **ARCHITECTURAL CONTROL COMMITTEE INSPECTION.** The Architectural Control Committee may inspect work being performed to assure compliance with these restrictions.
8. **NON-LIABILITY OF ARCHITECTURAL CONTROL COMMITTEE,** Neither the Architectural Control Committee, nor any member thereof, nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Architectural Control Committee does not make, and shall not be by virtue of any action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
9. **ARCHITECTURAL CONTROL COMMITTEE ACTION.** The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.
10. **RESIDENTIAL USE.** Lots shall be used solely for single family residential purposes. No structure shall be erected, altered, placed or permitted to remain on the Lots, other than one detached single-family dwelling, and one (1) private detached garage. Other detached buildings will permitted if architectural controls are met and approved by the A.C.C.
11. **FURTHER SUBDIVISION.** Lots may not be further subdivided nor any part, parcel or portion less than the whole thereof, conveyed, leased or otherwise transferred unless required by the Declarant.
12. **OUTBUILDINGS.** All outbuildings should be of the same design and materials as the primary structure. The approval of the Architectural Control Committee must be obtained before any outbuilding is erected, placed or altered on any Lot. The exterior surface of all such structures shall require the written approval of the Architectural Control Committee.

13. **OUTDOOR RESIDENCE.** No structure, basement, tent, shack, garage, barn or other outbuilding shall be permitted to remain on any Lot or used on any Lots at any time as a residence, except a trailer on a temporary basis during construction of the home. The trailer shall be removed immediately prior to home occupancy.
14. **TRASH RECEPTACLES.** Outside trash burners shall not be permitted and any garbage cans or receptacles maintained outside the structure shall be screened from view of all adjacent properties.
15. **DUSK TO DAWN LIGHT.** A front yard dusk to dawn low intensity light directed downward and away from adjacent Lots may be installed and maintained on each Lot by the respective Owner. Prior to the installation of said front yard light, drawings, diagrams and any other documents requested by the committee shall be submitted to the Architectural Control Committee for its approval. Such approval shall include design, color, location, height, tree preservation and overall characteristics of the Lot and the Subdivision. The A.C.C. reserves the right to standardize all the outside lights in the Subdivision.
16. **MAILBOXES.** A common mailbox at the entry on CR 700 S and will be constructed by developer. Each lot owner shall pay per share above lot purchase price.
17. **WALLS AND FENCES.** Perimeter fences shall be approved in advance by the A.C.C.
18. **HABITATION OF DWELLING.** No structure constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The structure shall be deemed substantially completed when an occupancy permit has been granted by the governmental agency granting such permits.
19. **INCOMPLETE OR DAMAGED STRUCTURES.** Every building whose construction or placement on any Lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the Architectural Control Committee within thirty (30) days.
20. **MINING OPERATIONS AND TANKS.** No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks (aboveground or underground), tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot. No propane tanks are allowed.
21. **ANIMALS.** Animals such as livestock, horses or poultry shall be allowed only on lots south of Goose Creek. Dogs, cats, or other household pets may be kept on all other lots, provided that they are not kept, bred, or maintained for any commercial purpose.
22. **CONSTRUCTION CLEAN-UP.** During the construction period, the Lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the building. Construction materials that can blow onto adjacent Lots shall not be left lying on the property
23. **RUBBISH.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No trash or building materials may be burned or buried on any Lot within the subdivision.

24. **TRANSMITTING AND RECEIVING DEVICES.** Antennas, masts, towers or large satellite dishes of any kind will not be permitted on any Lot or outside any residence, unless first approved by the A.C.C. Only 18" satellite dishes or smaller will be permitted and they must be concealed.

25. **UTILITY SERVICES.** Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public rights-of-way to minimize removal of trees. Lot owners shall be responsible for per share cost by each lot for the installation of utilities and are above the lot purchase price unless waived by the developer prior to the lot purchase.

26. **LOT MAINTENANCE.** Owners shall at all times maintain their Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically such Owner shall:

- (a) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds:
- (b) Remove all debris or rubbish:
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the real estate:
- (d) Where applicable, prevent debris and foreign material from entering drainage areas:
- (e) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid them becoming unsightly.

27. **SEPTIC SYSTEMS AND OTHER SYSTEMS.** No individual water supply system or sewage disposal system shall be permitted on any Lot without prior written approval by the Architectural Control Committee and the Johnson County Department of Health and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. Geothermal systems shall be approved by all applicable agencies prior to installation. All outdoor air conditioning units shall be screened from view.

28. **TILES AND DRAINS.** Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all Owners and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

29. **INOPERATIVE VEHICLES.** Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain in the open on any Lot.

30. **ABOVE GROUND POOLS.** Above ground swimming pools shall not be permitted or constructed on any Lot.

31. **ELEVATIONS AND GRADING.** The finished yard elevations at the dwelling site on Lots in this Subdivision shall be not lower than the elevations dictated by the A.C.C. The Lot Owner shall be solely responsible for maintaining all finished grade elevations in accordance with all development plans approved by the A.C. C. and shall bear the cost of all grading, seeding or other improvements necessary to bring the Lot into compliance with these Covenants and said approved development plans.

32. **DRAINAGE SWALES.** Drainage swells (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, the Ingress-Egress easement and other dedicated easements, shall

not be altered, dug out, filled in, tiled, or otherwise changed without the written permissions of the proper Johnson County authorities, the A.C.C and or the **Lakes of Avallon Homeowners Association**. Water from roofs or parking areas must be contained on the property long enough so that said drainage swells or ditches will not be damaged by such water. Driveways may be constructed over these swells or ditches only when appropriately sized culverts or other approved structures have been permitted by the Johnson County Drainage Board, the A.C.C and or the **Lakes of Avallon Homeowners Association**. Any Owner altering, changing, or damaging these drainage swells or ditches will be held responsible for said action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the A.C.C., and or the **Lakes of Avallon Homeowners Association**, will cause said repairs to be accomplished, and the statement for costs of the said repairs will be mailed to the offending Owner whose responsibility it shall be to pay all of such costs upon receipt of the statement. Upon the completion of the initial construction of a residence upon any Lot, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plat, the Indiana Drainage Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall be submitted to the A.C.C. and or the **Lakes of Avallon Homeowners Association**, and the office of the Johnson County Plan Commission and/or the Johnson County Commissioners.

33. **DRAINAGE AND UTILITY EASEMENT.** The strip of ground marked "Drainage and Utility Easement" (D & U Easement) shown on the plat are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires necessary to service the Subdivision. Purchaser of Lots in the Subdivision shall take their titles subject to easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except any fences and sidewalks approved by the A.C.C. and or the **Lakes of Avallon Homeowners Association**, shall be built, erected or maintained thereon.

34. **INGRESS-EGRESS and LANDSCAPE EASEMENT AND ASSESSMENT (Establishment of Homeowners Association).** The strip of ground as shown on the plat marked Private Drive and Common Area and "Ingress, Egress, Utility and Drainage Easement" (I,E, U & D Easement) shall be improved and maintained as a private drive to serve all lots. **Lakes of Avallon Homeowners Association** shall become effective after 4 lots have been sold, and title and deed transferred. Any underground drain pipes or tiles associated and connected with **Lakes of Avallon** shall be maintained by the A.C.C. and or **Lakes of Avallon Homeowners Association**. The **Lakes of Avallon Easement Area** (Private drive, Landscape Area, entrance to include automated gate and all surrounding landscape area, bridge or culvert crossing over Goose Creek), shall be maintained and shall be provided for by equal assessment upon Lots accessing these areas after each lot is deeded and title transferred. The lot owners or **Lakes of Avallon Homeowners Association** shall meet annually for the purpose of determining this equal annual assessment which shall be placed upon each Lot to provide for any desired new improvements for the I E U & D ( Private Drive Area ), which assessment shall include but not be limited to, the costs of labor, material, equipment and management furnished in respect to the ( Private Drive and Landscape Area). The total assessment to be levied equally upon each Lot must be established, approved and passed by the vote of a majority of lot owners and or **Lakes of Avallon Homeowners Association**. Any lot which includes a lake area, shall be equally responsible for maintenance and repair of dam with any other lake area lot owner. Each Owner, by acceptance of title in any Lot in the Subdivision, covenants and agrees to:

- (a) accept **Lakes of Avallon Homeowners Association** and by-laws;

- (b) cooperate in establishing the total annual assessment;
- (c) to pay each lots equal share of said total annual assessment; and
- (d) that if he fails to pay said assessment within a period of thirty (30) days subsequent to receipt of written notice signed by the Owners who paid their annual assessment, it shall then constitute a lien in favor of said paying Owners upon the non-paying Owners Lot which may be enforced in any Court having jurisdiction, in the same manner as a mortgage foreclosure, by any other Owner and he shall be full responsible for all lien enforcement costs, including interest and reasonable attorneys fees.

Any such lien arising from the non-payment of the assessments provided for herein shall be subordinate to the rights any mortgagee who holds a mortgage on such Lot that was recorded prior to the creation of the assessment lien on that Lot. Upon the mortgage foreclosure proceeding or in lieu thereof, the assessment lien shall be extinguished. Notwithstanding the immediate foregoing, any assessment lien so extinguished shall remain the personal liability and obligation of the Owners of the Lot at the time the lien attached.

35. **VOTING RIGHTS.** Should the same person own more than one (1) Lot , then such Owner shall be entitled to one (1) vote for each Lot in all matters requiring a vote by the Owners or according to the **Lakes of Avallon Homeowners Association.**

36. **PARKING IN EASEMENT.** For the purpose of assuring adequate ingress and egress for residents and emergency vehicles such as fire trucks, ambulances, and police vehicles, there shall be no parking on or along either side of the **Lakes of Avallon** (private drive) or within the I E U & D Easement.

37. **VEHICLES.** All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways, and no disabled vehicle shall be openly stored on the Lots. No trucks larger than a 1 ton may be housed on any lot. No boat, trailer, camper, all terrain vehicle, motorcycle, snowmobile or motor home of any kind, (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any Lot unless kept from view of neighboring Lots. Use and operation of loud recreational vehicles such as ATV, go carts, or off road dirt motorcycles are prohibited from operation and use within **Lakes of Avallon.**

38. **SIGNS.** No advertising signs (except one per Lot of not more than four (4) square feet advertising the Lot for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot.

39. **HUNTING.** Said Lots, their families, guests or friends shall do no hunting, target or practice shooting of any firearms within the Subdivision.

40. **COVENANTS, DURATION AND AMENDMENTS.** These Covenants are hereby declared to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded. After which time these Covenants shall be automatically extended for successive periods of ten (10) years, provided, however, that they may be amended at any time upon the recording of an instrument signed by the Declarants, agreeing to change these Covenants in whole or in part.

41. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenants either to restrain violation or to

recover damages. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect. Failure to enforce any specific requirement of the Covenants shall not be considered as a waiver of the right to enforce any Covenant herein, thereafter. All costs of litigation and attorney's fees resulting from violation of these covenants shall be the financial responsibility of the Owners found to be in violation.

This community is for those families who love the beauty of trees, streams, lakes and Indiana wildlife and who love peaceful living. Nature walking trails will be incorporated into the final design. Each lot has been designed to provide privacy and capture the beauty of this land. It is our hope that our children will always want to keep these homes and be passed down through the generations to come. Our "Covenants and Restrictions" insure that all specimen trees are preserved and that the land cannot be divided into smaller tracts.

**IN WITNESS WHEREOF**, the Declarant, M.J..Allen Developments LLC, Irwin Union Bank and Trust Co., Trustee of Michael J. Allen IRA have caused this Declaration to be executed the day, month and year first mentioned above.

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M.J.Allen Developments LLC

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Irwin Union Bank and Trust Co.  
Trustee of Michael J. Allen IRA

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dated

Covenants and Plat of Surveys Recorded 4-16-2001 Johnson County Recorders Office:  
Instrument 2001-010038 misc. record  
Plat Survey of Lots  
Instrument 2001-010039 file J pg. 912