

COMBINED AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SECTIONS 1 THROUGH 8 OF STRATFORD OF AVON SUBDIVISION
HENDRICKS COUNTY, INDIANA

WHEREAS, the Stratford of Avon is a subdivision located within the corporate boundaries of the Town of Avon, Indiana and is comprised of 8 platted sections with a total of 207 separately and sequentially numbered lots described further below in Section 2 of these Covenants; and

WHEREAS, four sets of covenants and restrictions for the Stratford of Avon subdivision have been recorded with the Recorder of Hendricks County, Indiana as Covenants and Restrictions for Stratford of Avon Subdivision, recorded with the Office of the Hendricks County Recorder on October 23, 1989, as Instrument #5870 (Misc. Book 119, Pages 551-558); and the Covenants and Restrictions for Stratford of Avon Subdivision, recorded with the Office of the Hendricks County Recorder on November 26, 1991, as Instrument #11160 (Misc. Book 128, Pages 366-374); and again in the Covenants and Restrictions for Stratford of Avon Subdivision, Phase II, Sections 5, 6, 7 & 8, recorded with the Office of the Hendricks County Recorder on March 17, 1994, as Instrument #5945 (Misc. Book 140, Pages 502-508); and lastly in the Covenants and Restrictions for Stratford of Avon Subdivision, Phase II, Sections 5, 6, 7 & 8, recorded with the Office of the Hendricks County Recorder on May 6, 1994, as Instrument #9892 (Misc. Book 141, Pages 413-419); and

WHEREAS, the covenants are enforced by a non-profit entity referred to as the Stratford of Avon Homeowners" Association, Inc.; and

WHEREAS, the residents of Stratford of Avon desire to unify and modernize the four sets of covenants for the 8 platted sections into this single set of unified covenants governed by the Stratford of Avon Homeowners" Association, Inc. and desire to provide for the preservation of their property values and amenities in their subdivision and for the maintenance of common areas; and

NOW THEREFORE, by a majority vote cast by the members subject to the covenants, the residents of Stratford of Avon do hereby amend each of the four sets of covenants so each set now is identical and equally applicable to all sections, except as expressly provided, as stated in this Combined Amended Declaration of Covenants and Restrictions for Sections 1 through 8 of Stratford of Avon Subdivision Hendricks County, Indiana.

1. DEFINITIONS: The following words when used in this Declaration or any supplemental Declaration (unless the context clearly requires otherwise) shall mean the following:
 - A. "Articles" means the Articles of Incorporation of the Association, as amended from time to time.
 - B. "Association" or "Corporation" means Stratford of Avon Homeowners" Association, Inc.

- C. "Board of Directors" means the Board of Directors of the Association.
- D. "By-laws" means the Revised and Restated Code of By-laws for Stratford of Avon Homeowners" Association, Inc., including any amendments or revisions that may be made to it by the Association.
- E. "Covenants" means the Combined and Amended Declaration of Covenants and Restrictions for Sections 1 through 8 of Stratford of Avon Subdivision Hendricks County, Indiana, which amends each of the following four sets of covenants so each set now is identical and equally applicable to all sections, except as expressly provided herein: Covenants and Restrictions for Stratford of Avon Subdivision, recorded with the Office of the Hendricks County Recorder on October 23, 1989, as Instrument #5870 (Misc. Book 119, Pages 551-558); and the Covenants and Restrictions for Stratford of Avon Subdivision, recorded with the Office of the Hendricks County Recorder on November 26, 1991, as Instrument #11160 (Misc. Book 128, Pages 366-374); and again in the Covenants and Restrictions for Stratford of Avon Subdivision, Phase II, Sections 5, 6, 7 & 8, recorded with the Office of the Hendricks County Recorder on March 17, 1994, as Instrument #5945 (Misc. Book 140, Pages 502-508); and lastly in the Covenants and Restrictions for Stratford of Avon Subdivision, Phase II, Sections 5, 6, 7 & 8, recorded with the Office of the Hendricks County Recorder on May 6, 1994, as Instrument #9892 (Misc. Book 141, Pages 413-419).
- F. "Fence" means a barrier, man-made or natural, used for dividing or separating property, or for screening, or for restraining pets or children.
- G. "Lot" means any plot of land shown on any recorded subdivision plat with the exception of common area.
- H. "Nuisance" shall mean that which annoys, disturbs, or needlessly harms another person or person's property. Nuisances include anything which is dangerous to life or health, indecent or offensive to the senses, interferes with the quiet enjoyment of the community, violates a reasonable person's standards of decency or the standards of decency established with the Covenants, Articles, By-laws, or the Association. It may include anything that is perceived to significantly decrease property values of neighbor(s) and/or the community.
- I. "Owner" or "Member" means a person who at any time has or is acquiring any right, title, or interest, legal or equitable, in a lot, including contract sellers, but excluding a person having such an interest merely as security for the performance of an obligation.
- J. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

- K. "Restriction" means the covenants, conditions, easements, charges, liens, and restrictions and all other provisions set forth in this Declaration, as the same may be amended from time to time.
 - L. "Vehicles" as used herein shall include, but not be limited to automobiles, trucks, motor homes, all-terrain vehicles, motorcycles, mini-bikes, motor scooters, go-carts, campers, and/or any other means of motorized transport.
2. PROPERTY SUBJECT TO THIS DECLARATION: The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in Hendricks County, Indiana and is more particularly described as follows:
- A. Plat for Stratford of Avon, Section One, recorded with the Hendricks County Recorder's Office on October 23, 1989, as Instrument # 89-5869 (Plat Cabinet 1, Slides 47-48) (referred to as "Section One"); and
 - B. Plat for Stratford of Avon, Section Two, recorded with the Hendricks County Recorder's Office on November 26, 1991, as Instrument # 91-11159 (Plat Cabinet 1, Slides 167-168); and
 - C. Plat for Stratford of Avon, Section Three, recorded with the Hendricks County Recorder's Office on July 28, 1992, as Instrument # 92-13830 (Plat Cabinet 1, Slides 198-199); and
 - D. Plat for Stratford of Avon, Section Four, recorded with the Hendricks County Recorder's Office on October 29, 1992, as Instrument # 92-20105 (Plat Cabinet 2, Slides 20-21); and
 - E. Plat for Stratford of Avon, Section Five, recorded with the Hendricks County Recorder's Office on March 17, 1994, as Instrument # 89-5869 (Plat Cabinet 2, Slides 125-126); and
 - F. Plat for Stratford of Avon, Section Six, recorded with the Hendricks County Recorder's Office on May 5, 1994, as Instrument # 94-9891 (Plat Cabinet 2, Slides 140-141); and
 - G. Plat for Stratford of Avon, Section Seven, recorded with the Hendricks County Recorder's Office on December 6, 1994, as Instrument # 94-23551 (Plat Cabinet 3, Slides 22-23); and
 - H. Plat for Stratford of Avon, Section Eight, recorded with the Hendricks County Recorder's Office on January 20, 1995, as Instrument # 95-1047 (Plat Cabinet 3, Slides 27-28)

It is understood that these subdivisions (Sections One through Eight) are all subject to the Combined Amended Declaration of Covenants and Restrictions for Sections 1 through 8 of

Stratford of Avon Subdivision Hendricks County, Indiana effective upon the same being recorded in the Office of the Recorder of Hendricks County, Indiana.

3. NAME: This subdivision shall continue to be known and designated as Stratford of Avon Subdivision located in Washington Township, Hendricks County, Indiana. The Association is vested with authority over the management, affairs, and policies of the subdivision.

4. LAND USE: No lot shall be used except for single family residential purposes by the owner and immediate family and nonpaying guests. Rental by the owner must be approved by the Association Board of Directors. No rental of rooms for less than one (1) month period is permitted. No sales of meals are permitted.

5. BUILDING LINE: Front yard setback lines and side yard setback lines on corner lots are to be shown on plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Side yard setback lines on all other lots shall be ten feet.

6. UTILITY EASEMENTS AND DRAINAGE: Utility easements as shown on any plat shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and for electric or telephone lines, poles, ducts, pipes, etc. on, over, under and to said easement for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission is to be constructed. Drainage easements reserved as drainage swales are to be maintained by any owner such that the water from any adjacent lot shall have adequate drainage along such swale and cannot be blocked to prevent the flow of natural drainage, even if specified easements are not shown on a plat. All easements shown as Utility Easements are also to be considered drainage easements and are subject to all restrictions and maintenance assessments of drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown upon any plat and owners of lots shall take their titles subject to the rights of any such easement. No sump pump shall 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 those designated areas.

7. ARCHITECTURAL COMMITTEE: The Architectural Committee shall be composed of three (3) members appointed by the Directors of the Association. Said committee membership shall be made known to lot purchasers at the time of the sale. All proposed construction on plotted building lots shall be submitted to the Architectural Committee before construction begins. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written decision or either approval or disapproval is not received from the Committee within twenty (20) days from date of submission, it shall be deemed that the Committee has approved the presented plan. Contact this committee and for additional information visit www.stratfordofavon.org

8. ARCHITECTURAL CONTROL: No outbuildings (mini-barns, sheds, or similar storage buildings) shall be permitted except in Section One. No building, fence, in-ground swimming pool, outbuilding, or other permanent structure shall be erected, placed, or altered on any lot until the construction plans and specifications with the complete plot plans, including the quality and

type of the structure and the finished grade elevation, have been approved by the Architectural Committee. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1,600 square feet for houses of one story and at least 1,800 square feet for houses of more than one story. Determination of what constitutes the ground floor of the main structure with respect to dwellings of tri-level, bi-level and one-and-one-half story designs shall rest exclusively with the Architectural Committee. See the Architectural Guidelines on fences and outbuildings at the Stratford of Avon web site (www.stratfordofavon.org)

9. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum setback line shown on the record plat or contained in these covenants and restrictions. For the purpose of this restriction, eaves, steps, and open porches which may include a screened porch, shall not be considered a part of the building; provided however, that this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

10. BUILDING TYPE: No buildings shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling not to exceed two (2) stories in height with an attached garage for at least two (2) cars. Exterior of dwelling shall be at least 65% brick or stone veneer. No vinyl or aluminum siding is permitted. All homes must be on a crawl space or have a basement, and have a minimum roof pitch of 8/12, or as approved by the Architectural Committee. No exposed concrete or concrete block foundation above finished grade is permitted.

11. OTHER STRUCTURES: No structures of temporary character such as trailers, tents, shacks, barns, kennels, or animal shelters are permitted. Construction of game courts for basketball, hand ball, tennis, paddle ball, or similar activities is not permitted. Basketball goals on driveways are permitted. Basketball goals with non-concrete pads up to 500 square feet are permitted in back yards with Architectural Committee approval. No above-ground swimming pools, solar panels, or satellite dishes larger than one (1) meter are permitted, and none decorated with words or pictures except as required by FCC or manufacturer. No radio or TV antennas are permitted to extend more than 12 feet at their highest point above the upper most point of the roof. Over the air reception devices (example: TV dishes, satellite dishes, and/or antennas) that are visible from the street are not permitted except where this restriction is prohibited by federal, state, or local laws, rules, regulations, or ordinances. Temporary structures and equipment needed by construction contractors are permitted on any lot as required during construction or repair.

12. NUISANCES: No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, tearing down or rebuilding vehicles.

13. ANIMALS: No animals, livestock, or poultry of any kind are permitted to be housed, bred, or kept on any lot. The keeping of wild animals of any species, including those native to Indiana and exotic (not native to Indiana), and venomous animals (including snakes and bees) is not permitted. Common and normally accepted domesticated household pets such as dogs and cats may be kept; provided however, they are not kept, bred, or maintained for commercial purposes and provided they do not create or constitute a nuisance.

14. GARBAGE AND REFUSE DISPOSAL: No lots shall be used or maintained as a dumping ground for rubbish, garbage, or other waste. There shall be no exterior or outside burning of trash, including but not limited to incinerators, burners, or open burning. Burning of seasoned fire wood and/or charcoal in fire-pits and/or grills is permitted. Garbage, trash, other wastes, and materials for recycling shall be kept in odorless and sanitary containers which shall be kept out of view from the street except when placed at the curb for collection by a refuse collection service. Preventing the street view of these containers by evergreen plantings or landscape structures is permitted.

15. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot.

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

17. 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 feet from the intersection of the street line. The same sight line limitations shall apply on any lot 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 intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines. The same sight line limitations shall apply on any lot 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 intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

18. FENCES:

- A. No fences are permitted in front or side yards.
- B. All fences require written approval by the Architectural Committee before construction. See the Architectural Guidelines on fences at the Stratford of Avon web site (www.stratfordofavon.org)
- C. All fences must comply with these covenants plus Town of Avon Ordinances and any County Regulations.
- D. Security fences around or security covers over swimming pools and other open water ponds are required.
- E. Solid fences are not permitted and fences higher than four (4) feet are not permitted except:
 - (1) Perimeter fences between Stratford of Avon property and non-Stratford of Avon property may be solid and up to six (6) feet high.
 - (2) Privacy fences around swimming pools, hot tubs, patios, and decks attached to or adjacent to buildings may be solid and up to six (6) feet high.

F. Privacy and security fences must not be further than ten (10) feet from the water edge of the swimming pool or the edge of the hot tub, patio, or deck.

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

20. SIGNS: No permanent sign of any kind is permitted on any lot. Temporary signs meeting these guidelines are permitted:

- A. One (1) sign of not more than five (5) square feet advertising the property for sale or rent.
- B. One (1) sign advertising a yard sale or garage sale is permitted to be displayed, but not for more than two (2) weeks.
- C. Election candidate signs for 30 days prior to election and not more than seven (7) days after the election.
- D. One (1) sign advertising companies doing construction or installations may be displayed during work period and up to seven (7) days after completion of work.
- E. All signs of any kind must comply with Town of Avon Ordinances.

21. VEHICLE REGULATIONS: No vehicle of more than 3/4 ton hauling capacity (Class 2, max. GVWR 10,000 lbs.) shall be parked on any street or lot except while making a delivery or pickup. No car, truck, or trailer that is in inoperable condition and/or not bearing the current year's license plate shall be permitted to remain on any street or lot unless kept within a garage. No boat, trailer, or motor home shall be permitted to remain on any street or lot for more than seven (7) consecutive days and not more than fourteen (14) cumulative days per year unless kept within a garage. All vehicle parking and storage must comply with Town of Avon Ordinances.

22. MAILBOXES: Mail boxes bearing Postmaster General seal of approval, mounted on a 4"x4" or 6"x6" wood post set not more than two (2) feet in the ground, and acceptable to the postal carrier are permitted. Any exception must be approved in writing by the Architectural Committee.

23. GAZEBOS: Free standing gazebos (roofed structures with open or screened sides) are permitted if design and location is approved by the Architectural Committee.

24. ENTRANCE EASEMENT: Entrance easement shown on plat is an easement reserved by the Association for landscaping, planting, and other beautification and for the erection and maintenance of a facade, wall, or other structure or device designed to display the name of Stratford of Avon.

25. USE OF SANITARY SEWER EASEMENTS: Public utility companies shall have the same rights to use sanitary sewer easements shown on the plat that are reserved for said companies in

utility easements.

26. PRIVATE DRIVES: All private driveways shall be concrete, installed according to local code, and completed before occupancy.

27. SIDEWALKS: Each lot owner taking their title, by acceptance of a deed for a lot, even if not expressed in said deed, is deemed to covenant and to agree to build and maintain in good condition a concrete walk at the sides of all streets upon which said lot abuts. Said walks shall conform with the lines and grades as established by the covenants and shall conform with the development plan for this subdivision on file in the office of the Hendricks County Plan Commission. Concrete walks shall be placed on a 4" aggregate sub-base and shall be constructed within sixty (60) days after completion of the house on the lot.

28. LANDSCAPING: The lot owner shall landscape the lot within sixty (60) days following completion of any house situated thereon.

29. MAINTENANCE OF LOTS AND IMPROVEMENTS: Each lot owner shall, at all times, maintain the lot, structures, and any improvements (including all Architectural Committee approved fences and other structures) thereon. This is to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, by keeping the exterior of all improvements in a good state of repair. All lots, whether or not improved, shall be mowed by the lot owner or their designated representative at least every two (2) weeks of the growing season. All lots must comply with the applicable maintenance and safety ordinances and regulations of the town and county.

30. LOT GRADING AND HOME CONSTRUCTION: Lots shall be graded so as not to restrict surface water runoff or cause ponding or stoppage over any area in this subdivision. All lots will be delivered to purchaser with swales cut as per engineering plans. Any repair work or recutting of swales will be done at lot owner's expense. Lot owner and their home builder shall maintain the property in an orderly condition throughout home construction. All county erosion control measures shall be maintained. No building materials, sand or gravel shall be stored on the street or within the right-of-ways. Building contractors shall clean up any excessive mud or dirt deposited on the streets caused by their construction. Home builders shall repair any damage to streets, curbs, sidewalks, drives, or utilities caused by their construction. In the event a building contractor or home builder fails to comply with this paragraph, the lot owner shall be responsible for all such costs. The unpaid cost of repairing lot grading, street cleaning or other damage which is the owner's responsibility, or their home builder's responsibility, shall become a lien upon the lot until paid.

31. COVENANTS FOR MAINTENANCE ASSESSMENTS:

A. Creation of the Lien and Personal Obligation of Assessments: Each current and subsequent owner by acceptance of a deed of conveyance, shall be deemed to covenant and to agree to pay to the Association the following: (1) Annual assessments or charges; (2) Special assessments for common area improvements, such assessments to be fixed,

established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, 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 lien date shall be the annual assessment due date as set forth in Paragraph G.

B. Purposes of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety & welfare of the residents in Stratford of Avon and in particular improvement & maintenance of properties, service, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

C. Basis and Amount of Annual Assessments: The original assessment pursuant to the By-Laws of the Association shall be in the amount of \$75.00 per each lot sold by the Developer, its representative or assigns, by land contract or deed as assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it or otherwise.

D. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section C thereof, the Association may levy in any assessment year on each lot a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of common area improvements, including the necessary fixture and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments: Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

F. Quorum for Any Action Authorized under Section D and E: The quorum required for

any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Due Dates of Annual Assessments: The annual assessments, provided for herein, shall become due and payable on the first day of July of each year. No adjustments or prorating of assessments shall be made by the Association. For purposes of levying the assessments, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Covenants and Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the authorizing of such assessment.

H. Duties of the Board of Directors: The management, affairs, and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien or any such subsequent assessment.

I. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association: If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then-owner, their heirs, devisees, personal representatives, and assigns. The personal obligation of the then-owner to pay such assessment, however, shall remain their personal obligation for the statutory period and shall not pass to their successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at a rate of twelve percent (12%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the property. There shall be added to such action; and in all events, the judgment shall include interest, the cost of preparing and filing a Complaint in such action; and in all events, the judgment shall include interest on the total amount above as provided together with reasonable attorney fees, to be fixed by the court, together with all costs of any legal action incurred which includes all costs and attorney fees for appeals.

J. Subordination of the Lien to Mortgages: The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property.

K. Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the public authority and devoted to the public use; (b) all Common Properties of the development or property owned by the Association; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; and (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sales or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to a dwellings use shall be exempt from said assessments, charges and liens.

32. ENFORCEMENT: The Association or any owner, or their assigns, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, guidelines, including but not limited to, rules or decisions of the Architectural Committee, and any charges or liens now or hereafter imposed by the provision of this Declaration and of any Supplementary Declarations, but the Association shall not be liable for damages of any kind to any person for failure either to abide by, enforce, or carry out any of Declarations, restrictions, conditions, covenants, reservations or guidelines. These restrictions shall insure to and be enforceable on any single-family dwelling unit or common area surrounding thereof. In addition to any judgment for costs on account of legal action brought to enforce said covenants or restrictions, the prevailing plaintiff, shall be entitled to recover attorney's fees, including, but not limited to, all trial fees and appeal fees, which shall attach to and be a lien upon any real estate owned by the defendant in this addition.

33. RESTRICTIVE COVENANTS: The Restrictive Covenants are to run with the land and be binding on all parties and all persons claiming under them for a period of five (5) years, at which time said covenants shall be automatically extended for successive periods of five (5) years unless changed by a vote of the majority of the then-owners of the building sites covered by these covenants in whole or in part.

34. NON-WAIVER CLAUSE: No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the provisions of this Declaration shall under any circumstance be deemed or held to be a waiver by that party of the right to do so thereafter, or an estoppel of that party to enact any right available to him or her upon the occurrence, reoccurrence, or continuation of any violation or violations of this Declaration.

35. The Stratford of Avon Homeowners" Association, Inc. is a not-for-profit corporation with mandatory membership and will have enforceability powers for the restrictive covenants and for the filing and collection of liens.

36. SEVERABILITY. Invalidation of any one of the covenants or restrictions, by judgment or court order, will in no way affect the other covenants which shall remain in full force and effect.

In witness whereof, the undersigned have set their hands a signature this _____ day of _____, _____.

Greg Mueller
President
Stratford of Avon Homeowners Association

David Jackson
Secretary
Stratford of Avon Homeowners Association

STATE OF INDIANA, HENDRICKS COUNTY SS:

Before me, the undersigned, a Notary Public in and for said

County and State, this _____ day of _____, _____
personally appeared and acknowledged the execution of the foregoing
COVENANTS AND RESTRICTIONS FOR Stratford of Avon Subdivision.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Residing in Hendricks County, Indiana

My commission expires: _____

This instrument prepared by the Stratford of Avon Homeowners' Association Board of Directors with legal review by Steuerwald, Hannon & Witham, LLP – Danville, Indiana.