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11/20/20

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TALL PINES ESTATES

Donald and Yvonne Larison, owners of the following described real estate, in Jefferson Township, Morgan County, Indiana, ~~do hereby make the following declarations as to the limitations, restrictions and uses to which the lots constituting said Tall Pines Estates, may be put, and hereby specify that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of the limitations on all future owners in said Tall Pines Estates. Such restrictive covenants being as follows, to wit:~~ **

- (1) **LAND AND BUILDING TYPE:** No lot (tract) shall be used except for residential purposes. In the event that the purchaser should buy two lots (tracts) with the purpose of building one single family dwelling across the center lot line, the lot restrictions shall not apply to the boundary line dividing any two lots. Only one residence per tract or lot may be constructed. (Building lines are set by county or local building authority).
- (2) **DWELLING SIZE:** The ground floor of the main structure, exclusive of one story porches and garages shall not be less than 1800 square feet in the case of one story structures, and no less than 900 square feet in the case of multiple story structures, with no less than 2000 square feet of finished floor area in such multiple story structures.
- (3) **CONSTRUCTION REQUIREMENTS:** No manufactured housing or mobile homes shall be placed on any lot (tract). The exterior front of the first story must be a minimum of 80% masonry, stucco or wood siding- any other materials must be approved by developer.
- (4) **BUILDING CONSTRUCTION:** Any building, once under construction, must be completed within one (1) year from the time construction began.
- (5) **DRAINAGE AND UTILITY EASEMENTS:** Any ground marked for drainage and utility easements are hereby reserved for the use of public utilities, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved.
- (6) **UTILITY OR ACCESSORY BUILDINGS:** A utility or accessory building may be constructed on each lot. This building is to be constructed with new materials and shall not be larger than 1800 square feet, without the consent of surrounding lot owners and developer. Said building shall not take more than three (3) months to construct, once construction begins. Utility building shall not be placed in front of the main dwelling. If due to situation of the dwelling on the lot, lot owner needs to build the utility building to the side of the dwelling, this would be permissible.
- (7) **BUSINESSES:** No mercantile building shall be erected, built or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling, or retailing capacity, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (8) No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other out building shall be used upon any lot at any time as a residence. All dwellings must be fully completed upon the exterior before being occupied.

** SEE ATTACHED EXHIBIT A

(9) No swine, cattle, sheep or goats are to be kept on any tract.

(10) No non-operating vehicles are to be stored on exterior of premises or in view from other homes or roads. All debris and miscellaneous equipment are to be stored out of sight.

(11) **SWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot, unless such system is designed, located and constructed in accordance with the requirement standards and recommendations of the Morgan County Board of Health. Right of enforcement of this covenant is hereby granted to the appropriate Morgan County governmental board or commission overseeing such public sewage facilities.

(12) **ENFORCEMENT:** These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own, or who may hereafter own, property aforesaid described, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity against any person(s) violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.

(13) **IT IS FURTHER MUTUALLY AGREED:** All costs of maintenance and repair of any driveway . . .stalled on any recorded easement in Tall Pines Estates shall be equally shared between the owners of all lots of land benefiting from and using said driveway and easement in any way.

(14) **THAT IN THE EVENT:** the owner of any lot or real estate fails to pay their pro-rata share of expense in repairing, maintaining and upkeeping said common driveway and easement, then the failing party may have an action brought against him by any other party for any such expense, including attorney fees and cost of such action.


THAT ANY CHANGE in the surface of said common driveway shall require written consent of a majority of the owners of the above described lots.

(15) **THAT ANY EASEMENT:** shall continue for the benefit of and be binding on all parties thereto, their heirs, successors and assigns.

SEVERABILITY: Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

These covenants shall run with the land and be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for instrument is signed by 2/3 of the lot owners, which would be recorded agreeing to change or terminate said covenants in whole or in part.

IN WITNESS WHEREOF, the owner of the above described lots have hereunto set his hand and seals this 2 day of July, 2011.


Donald Larison, AKA Donald E.
Larison, Jr.


Yvonne Larison

2011292

STATE OF INDIANA)

SS:

COUNTY OF Merger)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Donald and Yvonne Larison as owners of the above Declaration of Restrictive Covenants and I have read the said Declaration and deed.

WITNESS my hand and seal this 2nd day of July 2001
MY COMMISSION EXPIRES 3-4-09



Donald Larison
PRINTER Stacey E. Evans
Merger COUNTY, INDIANA

THIS INSTRUMENT PREPARED BY: DONALD LARISON

CHICAGO TITLE



20112925



Holloway Associates
Professional Corporation
Professional Engineers & Land Surveyors



DESCRIPTION OF TALL PINES PARCELS
LYING SOUTH OF MIDDLE PALTON PARK ROAD

Part of the Southwest Quarter of Section 11, Township 12 North, Range 1 West, Morgan County, Indiana, described as follows:

BEGINNING at a stone, found in place (with iron pipe beside), which marks the southwest corner of the above captioned Southwest Quarter; thence North 02 degrees 20 minutes 26 seconds East (assumed bearing), with the west line of the Southwest Quarter, 813.13 feet to an iron survey nail in the county road; thence in said county road for the following nine (9) courses; 1) South 71 degrees 45 minutes 09 seconds East, 131.87 feet; 2) along a curve, concave to the north, having a radius of 665.00 feet, a central angle of 14 degrees 07 minutes 44 seconds, a chord bearing South 78 degrees 49 minutes 01 seconds East, 163.57 feet, an arc distance of 163.99 feet; 3) South 85 degrees 52 minutes 54 seconds East, 92.53 feet; 4) along a curve, concave to the northwest, having a radius of 100.00 feet, a central angle of 79 degrees 32 minutes 11 seconds, a chord bearing North 54 degrees 21 minutes 01 seconds East, 127.94 feet, an arc distance of 138.82 feet; 5) North 14 degrees 34 minutes 56 seconds East, 75.85 feet; 6) North 14 degrees 27 minutes 58 seconds East, 88.53 feet; 7) along a curve, concave to the east, having a radius of 310.00 feet, a central angle of 28 degrees 40 minutes 44 seconds, a chord bearing North 28 degrees 48 minutes 20 seconds East, 153.55 feet, an arc distance of 155.17 feet; 8) North 43 degrees 08 minutes 42 seconds East, 212.88 feet; 9) along a curve, concave to the southeast, having a radius of 500.00 feet, a central angle of 18 degrees 33 minutes 23 seconds, a chord bearing North 52 degrees 25 minutes 23 seconds East, 161.23 feet, an arc distance of 161.93 feet to an iron survey nail on the north line of the Southwest Quarter of the Southwest Quarter of Section 11; thence South 87 degrees 40 minutes 38 seconds East, with said north line, 448.57 feet to a stone which marks the northeast corner of the Southwest Quarter of the Southwest Quarter; thence North 01 degrees 50 minutes 34 seconds East, with the west line of the Northeast Quarter of the Southwest Quarter, 227.92 feet to an iron survey nail in the county road; thence into said Northeast Quarter of the Southwest Quarter and in the county road for the following nine (9) courses; 1) North 62 degrees 18 minutes 53 seconds East, 546.85 feet; 2) along a curve, concave to the northwest, having a radius of 290.00 feet, a central angle of 47 degrees 19 minutes 16 seconds, a chord bearing North 38 degrees 39 minutes 15 seconds East, 232.76 feet, an arc distance of 239.51 feet; 3) North 14 degrees 59 minutes 37 seconds East, 68.96 feet; 4) North 16 degrees 48 minutes 07 seconds East, 119.29 feet; 5) North 25 degrees 38 minutes 04 seconds East, 178.00 feet; 6) North 31 degrees 22 minutes 46 seconds East, 194.50 feet; 7) along a curve, concave to the southeast, having a radius of 310.00 feet, a central angle of 62 degrees 23 minutes 59 seconds, a chord bearing North 62 degrees 34 minutes 45 seconds East, 321.17 feet, an arc distance of 337.61 feet; 8) North 01 degrees 19 minutes 49 seconds East, 3.84 feet to a point on the north line of the quarter-fee to a point which is North 87 degrees 09 minutes 09 seconds West, 10.00 feet from the 1-1/4 inch iron pipe which marks the northeast corner of the Northeast Quarter of the Southwest Quarter;

(Cont.)

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Description of Tall Pines Parcels
Lying south of Middle Patton Park Road

thence South 01 degrees 19 minutes 49 seconds West, parallel with and 10.00 feet west of the east line of the quarter-quarter, and in the county road, 1366.97 feet to a point which is North 87 degrees 40 minutes 38 seconds West, 10.00 feet from the iron spike which marks the southeast corner of the Northeast Quarter of the Southwest Quarter, also being the northeast corner of the Southeast Quarter of the Southwest Quarter; thence into said Southeast Quarter of the Southwest Quarter, South 01 degrees 20 minutes 38 seconds West, parallel with and 10.00 feet west of the east line of the quarter-quarter, and in the county road, 1002.58 feet to an iron survey nail; thence North 88 degrees 08 minutes 27 seconds West, parallel with the south line of the quarter-quarter, 1295.04 feet to an iron pin on the west line of the Southeast Quarter of the Southwest Quarter, also being the east line of the Southwest Quarter of the Southwest Quarter; thence South 01 degrees 50 minutes 34 seconds West, with the east line of the Southwest Quarter of the Southwest Quarter, 366.71 feet to the southeast corner of said quarter-quarter; thence North 88 degrees 08 minutes 27 seconds West, 1308.23 feet to the Point of Beginning.

Dated: July 25, 2001
Client: Don Larison
File No.: 101245 (Ref. 100252)

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FOR RECORD

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Karen Burnette
MORGAN CO RECORDER

CHICAGO TITLE



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