

BIG TREE

COVENANTS AND RESTRICTIONS

Nancy A. Kirts
JCS
551

#88-2033

The undersigned, Frank A. Rogers, fee-simple owner of the following described real estate situated in the Town of Nashville, Brown County, Indiana, also known as Big Tree Subdivision, to-wit:

A Part of the Southwest Quarter of Section 18, T9N, R3E described as follows:

Beginning South 87°34'39" West, 16.7 Feet from the Southeast corner of the North Half of said Southwest Quarter, thence South 87°34'39" West, 77.60 feet; thence South 02°45'56" East, 222.80 feet; thence North 79°54'52" West, 360.73 Feet; thence South 87°34'31" West, 152.00 Feet; thence South 88°54'36" West, 98.80 Feet; thence South 88°40'10" West 99.50 feet; thence North 78°24'00" West, 101.50 feet; thence North 46°26'43" West, 26.63 feet; thence North 72°50'39" West, 83.57 feet; thence South 88°58'44" West, 53.88 feet; thence North 01°32'56" East, 144.28 feet; thence South 82°06'31" West, 340.66 feet; thence North 13°18'00" West, 158.00 feet; thence North 87°00'56" East, 242.78 feet; thence North 09°35'02" East, 210.52 feet; thence North 09°22'08" East, 274.04 Feet; thence North 87°23'38" East, 1032.08 feet; thence South 04°53'40" East, 615.18 feet; thence South 09°46'10" West, 65.95 feet to the beginning, containing 21.04 acres, more or less.

does hereby covenant and agree to divide the aforesaid real estate into fourteen (14) tracts all of which shall be subject to the following covenants and restrictions.

PURPOSE OF COVENANTS AND RESTRICTIONS: The purpose of the following deed restrictions are to promote Ecology so as to preserve the ground in its natural state and to promote good will among surrounding property owners.

RESIDENTIAL TRACTS:

- ** 1) No tract shall be further subdivided, and each tract shall be restricted for use and occupancy by a single-family detached dwelling. No structure shall exceed thirty-five (35) feet in height measured from the ground level to the highest peak of the roof. No dwelling shall be constructed which has a square footage of less than two thousand (2,000) square feet, excluding basements, porches, attached garages and accessory buildings.
- 2) There shall be no parking on the street known as "Oak Run" and all driveways shall be constructed with a hard surface of either concrete or asphalt and shall accomodate a minimum of two motor vehicles.
- 3) The exterior of all buildings, including garages and accessory buildings, shall be faced with natural wood, stone or brick veneer. All structures shall be designed and constructed in harmony with the architecture design of structures in the Artist Drive area.
- 4) There shall be no outside trash burners or open burning or refuse. All refuse shall be disposed of at least weekly by a contract disposal service or by the owner or occupant of the real estate.
- 5) No recreational vehicles, off-the-road vehicles, snow-mobiles, or boats shall be stored except in enclosed structures.
- 6) All utilities shall be located underground, and all dwellings shall be connected to the Town of Nashville Water supply and sewers.

Re-recorded #88-2033
Received For Record
This 25 day of July
A.D. 19 88 at 11:40 o'clock AM
and recorded in record 49
Page 551-552
RECORDER OF BROWN COUNTY
Karen S. Olmsted

128
552

7) No noxious, unlawful or otherwise offensive activities shall be conducted upon any tract and all activity conducted on such tracts shall be without annoyance or nuisance to neighboring tracts.

8) No recreational vehicles, off-the-road vehicles, snow-mobles, trail bikes, all terrain vehicles, helicopters or aircrafts shall be operated on the real estate.

9) No trees shall be harvested from the real estate or any of the tracts other than those necessary for the construction of buildings or for the safety of residents.

10) All local building permits shall be obtained and posted before any construction commences, and all construction shall be in compliance with local or state building or zoning requirements.

11) These covenants and restrictions shall run with the real estate and shall be binding upon Grantees of the owner, and all heirs, successors and assigns of such Grantee until January 1, 2003, at which times these covenants and restrictions shall automatically be renewed for successive periods of ten (10) years, unless by vote of the majority of the then owners of said real estate, it is agreed to change said covenants all or in part.

12) These restrictions are imposed solely to protect the investment of the subsequent owners of the above-described real estate, or any or all of said tracts, and to maintain and improve the scenic beauty of the Artist Drive area.

13) Invalidation of any one or more of these restrictions and covenants by judgment or Court order shall in no way effect the validity of any or all of the other covenants or restrictions, which shall remain in full force or effect.

14) These covenants and restrictions may be enforced by any person, firm, corporation, entity or municipality owning any tract from the above-described real estate. Said enforcement shall be by proceedings at law or equity against any person, firm, corporation or entity violating or attempting to violate any covenant or restriction provided herein. Proceedings may be had either to restrain any violations or to recover monetary damages, court costs, and shall include any award for attorney fees.

Attest:


FRANK A. ROGERS, Owner

*The sewer system is pressurized, which requires the installation of a grinder pump on each tract to aid in lifting the sewage to the level of the sewer lines. Hook-on lines for the system have already been installed. The cost of the pump is the responsibility of the purchaser of the property. The cost of the pump is between \$3,000.00 and \$3,500.00. After one year from installation the maintenance of the grinder pump will be the responsibility of the Town.

ADDENDUM (change under RESIDENTIAL TRACTS):

** #1) Dwelling square footage not to be less than two thousand (2,000) square feet.

ATTEST:


FRANK A. ROGERS, Owner

Frank A. Rogers personally appeared before me, a Notary Public in and for Brown County, State of Indiana, and acknowledged the execution of the foregoing instrument.

Witness my hand and NOTARIAL SEAL this 25th day of July, 1988

MY COMMISSION EXPIRES: 12/31/91 Shelby Keaton Clerk of Brown County Circuit Court.
Notary Public (SEAL)

This instrument was prepared by Frank Rogers, Brown County, Indian

