

20102053

COVENANTS AND RESTRICTIONS
RE EAST AVALON WOODS SECTION IV.

13.02/5

(3)

The undersigned as owner of the real estate described herein in the primary legal description attached hereto and marked as Exhibit "A" does hereby certify that he is in the process of platting and/or subdividing the same real estate being combined in the legal description attached as Exhibit "A" and the same shall henceforth be known as East Avalon Woods Section IV.

1. The undersigned owner hereby establishes the following restrictions, covenants, provisions and conditions as part of said plat and subdivision which are hereby made covenants to run with the land. All deeds of conveyance and land contracts which relate to the real estate described in Exhibit "A", shall be subject to the restrictions and regulations contained herein and subject to the terms and conditions set forth in these covenants, provisions and restrictions.
2. All tracts shall be used for residential purposes only with no business or office use including business storage. There shall not be any open storage of materials, equipment, junk, inoperative automobiles or parts thereof, or like items at any time. Any obnoxious, offensive or illegal activities or any action constituting a nuisance is prohibited. All dwellings constructed on developed numbered tracts shall be used exclusively for single family residences.
3. There shall be no swine on the tracts at any time nor shall there be more than one animal per even acre of each purchased tract. All animals are to be restrained within the owner's boundaries. Commercial breeding or kennel activities of any animals, including, but not limited to household pets, are prohibited.
4. No owner shall subdivide any tract into smaller tracts or shall there be more than one single family dwelling per tract, except the declarant, may modify any one or more of the tracts that he may own.
5. All dwellings constructed on the above tracts shall contain at least 1800 square feet of improved living area within the outside walls, all are to be installed on a permanent foundation and all shall have no less than a 5/12 roof pitch, and each must be more than 23 feet wide, at some point, and each dwelling shall have two or more car attached garage. Under no circumstances shall any trailers be permitted to be used as a residence on any tract. Any and all construction, which shall be commenced, shall be completed within one (1) year.
6. Any owners of any tract set forth in Exhibit "A" shall have the right to file an action for the enforcement of any provisions herein and if successful, shall be able to recover, including any and all other relief available in equity or at law, reasonable expenses incurred in maintaining such action including, but limited to, costs thereof.

together with attorney fees incurred.

7. The restrictive covenants contained herein may be modified at any time by an instrument bearing the signatures of the majority of the tract owners of East Avalon Woods, Section IV.

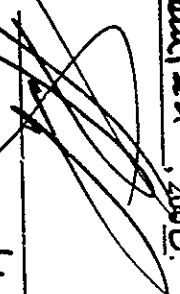
So DEDICATED this 28th day of December, 2008.


William Kikendall, II, Declarant

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

Before me, a Notary Public, personally appeared William Kikendall, II, who acknowledged the execution of the foregoing Covenants and Restrictions and who, after being duly sworn upon his oath, represents that all allegations contained herein are true and accurate to the best of my knowledge and belief.

Dated this 28th day of December, 2008.



Notary Public of Morgan County
Indiana
Max Cain

My Commission Expires:
June 13, 2008.

This instrument prepared by Phillip R. Smith, Attorney No. 1579-55
1589 Burton Lane, Martinsville, In 46151

LEGAL DESCRIPTION

EXHIBIT "A"

Avalon Woods, Section 4

A part of the East half of the Northeast Quarter of Section 30, Township 12 North, Range 2 East, Morgan County, Indiana; described as follows:

Commencing at the stone that marks the Northeast corner of the above described East half of the Northeast quarter of Section 30; thence with the East line of the half quarter South 00 degrees 00 minutes 00 seconds East 1342.46 feet to the stone that marks the midpoint of the East line of the half quarter; and the true point of beginning of the tract herein described;

Thence continue with the East line of the half quarter South 00 degrees 03 minutes 59 seconds East 1338.38 feet to the iron pin that marks the Southeast corner of the half quarter; thence with the South line of the half quarter North 89 degrees 48 minutes 17 seconds West 1135.47 feet to the center of the Centennial Road; thence with the mean center of said road North 00 degrees 50 minutes 33 seconds West 286.98 feet; thence continue with said road mean center North 65 degrees 29 minutes 42 seconds West 205.53 feet to the West line of the half quarter; thence with said line North 00 degrees 00 minutes 29 seconds West 1255.31 feet; thence North 89 degrees 21 minutes 15 seconds East 805.08 feet; thence South 16 degrees 05 minutes 19 seconds East 253.91 feet; thence South 84 degrees 25 minutes 55 seconds East 598.79 feet to the point of beginning, containing 44.914 acres more or less.

Course data used in this description assumes the East line of the North half of the East half of the Northeast quarter to run South.

I hereby certify that I have prepared the above description and accompanying plat from actual field surveys made by myself on

Surveyed
For: William Kirkendall

W. Taylor Sumnerford, Jr.
Lic. Land Surveyor
#11242 Indiana

RECEIVED
FOR RECORD

01 FEB 20 AM 10: 05

Taylor Sumnerford
MORGAN CO RECORDER

20102053