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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR TIMBER HEIGHTS HOMEOWNERS ASSOCIATION, INC.  
A NOT-FOR-PROFIT CORPORATION

THIS DECLARATION made this 17 day of January, 1989, by  
TIMBER HEIGHTS ASSOCIATES, an Indiana Partnership, hereinafter  
referred to alternatively as the "Developer" and/or "Declarant".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real  
property, hereinafter described, in White River Township, Johnson  
County, Indiana, and has created thereon a residential  
subdivision with easements, open spaces, drainage strips, utility  
strips and other common areas and amenities for the benefit of  
the owners and residents of the homes in the subdivision; and

WHEREAS, the Developer desires to provide for the  
preservation of the values of the properties and amenities within  
the subdivision and for the maintenance of street lighting,  
easements, entry ways, utility strips and drainage strips, open  
spaces and common areas and facilities, at to this end, desires  
to subject the real property described in this Declaration,  
together with such additions as may hereafter be made thereto, as  
provided herein, to the covenants, restrictions, easements,  
charges and liens, hereinafter set forth, each and all of which  
is for the benefit of the said property and each owner thereof;

and

WHEREAS, the Developer deems it desirable, for the efficient  
preservation of the said values and amenities in the subdivision,  
to create an entity to which should be delegated and assigned the

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power of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Indiana, as a not-for-profit corporation, Timber Heights Homeowners Association, Inc., for the purpose of exercising the above-mentioned functions, all as set forth herein.

NOW, THEREFORE, TIMBER HEIGHTS ASSOCIATES, an Indiana Partnership declare that the real estate described in Article II of this Declaration, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Corporation" shall mean and refer to Timber Heights Homeowners Association, Inc.

(b) "The Properties" shall mean and refer to all such properties and additions thereto, as are subject to this variation or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.

(d) "Dwelling Unit" shall mean and refer to any building designed and intended for use and occupancy as residence by a single family.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple interest to any Lot or Dwelling Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Subdivision" shall mean and refer to Timber Heights Subdivision as platted and approved by the Board of County Commissioners of Johnson County, Indiana.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONALS THEREON

Section 1. Property. The real property which is, or shall hereafter be held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in White River Township, Johnson County, Indiana, and is more particularly described as follows:

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Lots Numbered 1 through 34 inclusive, in Timber Heights, a subdivision in White River Township, as recorded in Plat Cabinet C., pages 259-261, in the office of the Recorder of Johnson County, Indiana.

all of which said property hereinafter be referred to as "the Properties".

Section 2. Additions to the Properties. Additional lots may be subject to this Declaration in the following manner:

(a) Upon approval in writing of the Corporation pursuant to its By-Laws, the Owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of the Declaration to such property. A Supplemental Declaration adopting by reference the provisions of this Declaration in its entirety shall be sufficient to conform with this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not consistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Properties.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Corporation with another corporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or,

alternatively, The Properties, rights and obligations of the Corporation may, by operation of law, be added to the rights and obligations of the Corporation as a surviving corporation pursuant to merger. The surviving corporation may administer the covenants and restrictions established by this Declaration with The Properties hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person or entity who is the record owner of a fee interest in any Lot which is part of the Properties, shall be a member of the Corporation provided that any such person or entity who holds such interest must provide security for the performance of an obligation shall be a member.

Section 2. Voting Rights. The Corporation shall have one (1) class of voting membership:

Members shall be all those Owners as defined in Article III, Section 1. Except as otherwise set forth in the Declaration of Incorporation, all members shall be entitled to one vote in any Lot in which they hold the interest required for membership in the Corporation under this Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall

members and the vote for such Lot shall be exercised as the  
among themselves determine, but in no event shall more than  
vote be cast with respect to any such Lot.

*Annual & Special  
Assessments,*

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal C

Assessments. The Declarant for each Lot owned by it  
Properties hereby covenants and each purchaser of an  
acceptance of a deed therefor, whether or not it sha  
expressed in any such deed or other conveyance, sha  
to covenant and agree to pay the Corporation: (1) annual  
assessments or charges; (2) special assessments for capital  
improvements, such assessments to be fixed, established and  
collected from time to time as hereinafter provided. The an  
and special assessments, together with such interest thereon  
costs of collection thereof as hereinafter provided, shall be  
charge on the land and shall be a continuing lien upon the  
property against which each such assessment is made. The  
assessment, together with such interest thereon and cost  
collection thereof as hereinafter provided, shall also be  
personal obligation of the person who was the Owner of s  
property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment  
by the Corporation shall be used exclusively to maintain st.

lighting, easements, entry ways, parkways, utility strips, drainage strips, common areas and to perform all other functions necessary and in the best interest of the membership and the Properties including, but not limited to, the payment of installation and maintenance of street lights, grass cutting, maintenance and snow removal along rights-of-way, payment of applicable utility charges and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision of such activities, all as may be approved by the Board of Directors, from time to time.

Section 3. Basis and Maximum of Annual Assessments.  
Commencing on February 1, 1989, the annual assessment shall be determined by vote of the Board of Directors and members of the Corporation, as hereinafter provided. Assessment shall be determined on February 1, of each year thereafter by the Board of Directors.

Section 4. Special Assessments for Capital Improvements.  
In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any assessment year 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 a described capital improvement, provided that any such assessment shall have the assent of Fifty-One Percent (51%) of the Corporate

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membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of fifty one percent (51%) of the membership, voting in person or by proxy (as defined and required in Section 6 below), at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and provided further that the limitations of Section 3 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 Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 shall be as follows:



At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all of the 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 set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) 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.

Section 7. Date of Commencement of Annual Assessment, Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Corporation to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of February of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, which resolution may authorize payment in equal installments no less often than monthly, provided the entire special assessment is paid during the calendar year to which it

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is applicable.

Section 8. Duties of the Board of Directors. The Board of directors of the Corporation shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by an owner.

Written notice of the assessment shall thereupon be mailed to every Owner subject thereto.

The Corporation shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property

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which shall bind such property in the hands of the then Owner, his heirs, devisees, successors and assigns. If, under Section 7 installment payments of special assessments have been authorized, then failure to pay any one installment within ten (10) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The Grantee of any Lot in the Properties shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of the Common Properties' expenses, as herein provided, incurred up to the time of the conveyance, without prejudice, however, to the Grantees' right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Corporation setting forth the amount of unpaid assessments against the Grantor and such Grantee shall not be liable for, nor shall the Lot so conveyed be subject to a lien for any unpaid assessments against the Grantor in excess of the amount certified by the Corporation to the Grantee.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per

annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparation and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of Lien to Mortgages. The amount of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 11. "Junior Lien" Provision. If any promises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the

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mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure on the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu Grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE V

INCORPORATION OF PLAT RESTRICTIVE COVENANTS

The Developer has caused to be executed and placed of record with the Recorder of Johnson County, Indiana, a certain Restrictive Covenants governing construction upon and the use of all Lots within The Properties, and here declares that those said Restrictive Covenants of Timber Heights, and all subsequent restrictive covenants recorded in connection with the platting of subsequent sections of Lots within The Properties are hereby incorporated in this Declaration and thus may be enforced by the undersigned and the Corporation as these Covenants are enforced.

ARTICLE VI

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarants, the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns and Timber Heights Homeowners Association, Inc., for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of those covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force

and effect.

Section 4. Payment of Fee and Expenses of Litigating Members and others acting for, on behalf of, or through any member violating the terms and restrictions of these Covenants shall be responsible for and pay all professional fees and expenses for any litigation, arbitration or other proceedings, including negotiations, and time and services otherwise incurred in enforcing the terms and provisions of this Declaration and/or the Restrictions of the Plat of Timber Heights and the collection of assessments and other sums due by these provisions.

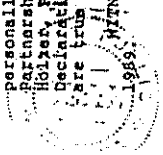
IN WITNESS WHEREOF, the Declarants, **TIMBER HEIGHTS ASSOCIATES**, An Indiana Partnership, have caused this document to be executed the day, month and year first mentioned above.

**TIMBER HEIGHTS ASSOCIATES, An  
Indiana Partnership**  
BY: *[Signature]* P.C.O.S.  
**HOZZER DEVELOPMENT CORPORATION, by  
Stephen J. Hoizer, President**

BY: *[Signature]*  
**MICHAEL F. CAITO**

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public in and for said County and State,  
personally appeared **TIMBER HEIGHTS ASSOCIATES, An Indiana  
Partnership, by HOLZER DEVELOPMENT CORPORATION by Stephen J.  
Holzer, President and MICHAEL P. CAITO, who executed the within  
Declaration stating that the representations therein contained  
are true and correct to the best of their knowledge and belief.**



**WITNESS** my hand and Notarial Seal this 17 day of January,

*Stephen J. Holzer*  
**Stephen J. Holzer, Notary Public**  
County of Residence: **Johnson**

My Commission Expires:

1-24-97

This Instrument Prepared By:

**James F. T. Sargent  
SARGENT & MEIER  
200 South Madison Avenue  
P.O. Box 127  
Greenwood, IN 46142  
(317) 881-2567**

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BOOK 61 PAGE 42  
JACQUILINE E. KELLER  
JOHNSON COUNTY RECORDER



# Covenants & Conditions Timber Heights

RESIDENTIAL 1

Know all men by these presents: Rosemary Heger and Timber Heights Associates, A Limited Partnership, being the owner in fee simple and contract purchaser and developer respectively of the attached described real estate in Johnson County, Indiana.

Do hereby make, plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which subdivision shall be known as Timber Heights, White River Township, Johnson County, Indiana.

That the Streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, To-Wit:

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and easements hereby created, and no permanent structure of any kind, and no part thereof, except fences and sidewalks, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easement" which are hereby reserved for installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the proper authorities and the easement hereby created in no permanent structure of any kind shall be built, erected or maintained on any such "Drainage Easement".

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one (1) detached single family dwelling not to exceed two (2) stories in height and attached private garage for not less than two (2) or more than three (3) cars. Carports with open sides shall not be permitted. All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted.
2. All dwellings constructed upon any lot in this development 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 2,400 square feet (exclusive of one (1) story open porches and garages and other areas not considered living area) provided, however, that the Architectural Control Committee as hereinafter defined and comprised living area of less than 2,400 square feet, but in no event less than 1,600 square feet, where the elevation and floor plan proposed by the lot owner are determined by the Architectural Control Committee to be particularly suited to the lot, valued, and compatible with the theme of the development and the adjacent dwellings. No two (2) story dwellings shall contain less than 1,200 square feet of living area on the ground floor and all two (2) story dwellings shall contain at least 1,200 square feet of living area on each floor.

Notwithstanding compliance with the foregoing minimum living requirements, the Johnson County Department of Planning and Zoning, shall not issue an Improvement Location Permit and/or Building Permit for any dwelling upon any lot in this development, 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, whose signatures are on file with the Johnson County Plan Commission, which approval and stamp shall be substantially the following form, to-wit:

THIS SITE AND/OR BUILDING PLAT FOR LOT \_\_\_\_\_ IN TIMBER HEIGHTS, HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_ AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE PLAT OF TIMBER HEIGHTS.

TIMBER HEIGHTS ARCHITECTURAL CONTROL COMMITTEE

By \_\_\_\_\_

3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back as shown on the recorded plat. No building shall be located nearer than 12 feet to a side yard line, and the total side yard set-back (both sides) must be at least 30 feet. No building shall be erected closer than 20 feet to the rear lot line, unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design.

4. Certain additional rights restrictions of use and lot owners' responsibilities are placed on each lot and the common area, if any, within the attached plat. These restrictions and responsibilities are embodied in a document entitled "Declaration of Covenants and Restrictions for Timber Heights Homeowners Association, Inc" which has been executed by the undersigned and placed of record in the office of the Recorder of Johnson County, Indiana, concurrently with the recording of this plat and constitutes further standards, covenants and restrictions applicable to all lots and common areas in Timber Heights running with the land, binding all present and future owners thereof. The Not-For-Profit homeowners Association, Timber Heights Associates Homeowners Association, Inc for the purposes of: 1) maintaining street lighting, 2) maintaining the common areas, if any, 3) maintaining entryways, and parkways 4) maintaining landscaping and 5) performing all other functions necessary and in the best interests of the development and community, and among all lot other provisions is empowered to assess and collect sums from all lot owners in Timber Heights annually and as deemed necessary specially to facilitate the purposes of the necessary and the best interests of Timber Heights.

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5. 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 having a 6" or greater trunk diameter identified, and ground floor elevations specified thereon, have been approved by the Architectural Control Committee as to quality of workmanship and materials, use of approved and subscribing builder, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and existing trees and foliage. No fence or wall or mail box and post shall be erected, placed, or altered on any lot or within the development, unless previously approved by the Architectural Control Committee in writing. Approvals shall be as provided in paragraphs 2 and 7 of these Covenants. The Architectural Control Committee must also approve the owner's plan for preserving and/or removing existing trees and foliage prior to the commencement of any work on the property. It shall be the sole discretion of the Architectural Control Committee to approve removal of any existing tree or foliage on the Lot, whether necessitated by construction, or other means. It shall be the lot owner's responsibility to replace trees removed from other than the building foundation, for whatever reason, with a tree of desirable stock having a nominal trunk diameter of no less than 3". 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 Johnson County Plan Commission and as evidenced upon the final construction plans for the development of Timber Heights.

Notwithstanding compliance with all minimum development standards as required by applicable ordinances and the covenants and restrictions of this plat, no construction shall commence upon any lot in this development unless the Architectural Control Committee or its designee shall have first approved in writing the subscription of the building contractor selected by the lot owner for the construction.

6. The Architectural Control Committee shall be composed of not less than three (3), nor more than five (5) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant. The committee shall serve at the discretion of the Developer.

7. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing. The receipt of the Building Documents to be reviewed must be recognized by an authorized dated signature of the Architectural Control Committee. In the event the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no 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.

8. With approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.

9. No Nuisance offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners shall not be permitted, all residences shall contain a trash compactor.

11. No sign of any kind shall be displayed to the public view on any lot except signs used by an approved builder to advertise the property during the construction period, as approved by the developer. Signs advertising property for sale or rent are specifically prohibited. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day liquidated damages payable to the developer until such time as the homeowners associations owns and is responsible for the maintenance of the common areas, at which time such liquidated damages shall be payable to the said association. The developer and/or association shall provide all signs deemed appropriate by the Architectural Control Committee advertising properties for sale, which signs shall be uniform in design and placed as the Committee shall determine proper.

12. 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, 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. All pressure tanks must be concealed.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

**DEVELOPMENT  
RESTRICTIONS  
TIMBER**

Know all men by these presents: Rosemary Heger and Timber Heights Associates, A Limited Partnership.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, towers or satellite dishes of any kind will not be permitted on any lot or outside any dwelling, unless and only if approved by the Architectural Control Committee. No trash or building materials may be burned or buried on any lot within the development and all lots shall be kept clean at all times during construction. Dumpsters shall be used and located on each lot during any construction with and all trash and excess materials stored therein and removed daily. In the event a lot is not kept cleaned by the contractor, the Developer shall cause to have the lot cleaned at the contractors expense, and such liability may become a lien upon the lot on which such expense was incurred.
15. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above 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 (25) feet from the intersection of the street property lines, or in the case of a rounded property corner; from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines. No driveway shall be located within forty (40) feet of the intersection of two (2) street lines.
16. Each lot shall be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines, and must be approved by the Architectural Control Committee prior to location on the premises. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.
17. 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 Johnson County and will be located and constructed in accordance with requirements, standards, and recommendations of the Architectural Control Committee and the Indiana State Board of Health. Geo-thermal systems shall be approved by all applicable agencies prior to installation. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Owners are hereby advised that such systems are generally discouraged and will not be approved unless their design blends aesthetic with the structure and adjacent properties. All outdoor air conditioning units shall be screened from view. No mailbox shall be erected or maintained on any lot or within the development or prior approval of the Architectural Control Committee. The mailboxes throughout the development are intended to be uniform in design and color and will be specified by the developer and furnished by the Building Contractor.

18. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

19. Any motor vehicle which is inoperative or unlicensed and not being used for normal transpiration shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

20. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan, and shall be approved in writing by the Architectural Control Committee prior to construction. The lot owner shall be solely responsible for maintaining all finished grade elevations in accordance with the approved development plans and shall bear the cost of all grading or improvements necessary to bring the lot into compliance with these Covenants.

21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Johnson County Plan Commission and the Architectural Control Committee. Property owners must maintain these swales as sodded grass areas or other noneroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been permitted by the Drainage Board. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage after which time, if no action is taken the Drainage Board and/or Architectural Control Committee will call for said repairs to be accomplished and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

22. All construction commenced on any lot within the development shall be completed within one hundred eighty (80) days, unless circumstances beyond the reasonable control of the builder and/or owner prevent such. The undersigned and/or Association shall have standing and authority to seek an injunction or order for the removal of all materials and partially completed structures in violation of this Covenant.

23. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

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4. These restrictions are hereby declared to be Covenants running 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 said Covenants shall be automatically extended for successive periods of ten (10) years.

24. These restrictions are hereby declared to be Covenants running 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 said Covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after fifteen (15) years following the date of recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.

25. 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 judgement or court order shall in no wise affect any of the other provisions which 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.

26. By a vote of the "Architectural Control Committee" and consent of the owners of Lot Nos. 1 and 2 of "Travis Park Subdivision" Plat Book 10, Page 640 Deed Record, said Lot Nos. 1 and 2 may become a part of and subject to the restrictions and covenants of Timber Heights Subdivision with full rights and participation in the Homeowners Association as Timber Heights lot owners.

Inwitness whereof, this indenture has been executed by the undersigned owner and contract purchaser/developer this 14th day of MAY, 1987.

OWNER: Rosemary Heger  
Rosemary Heger

CONTRACT PURCHASER/DEVELOPER: Timber Heights Associates

Timber Heights Associates  
Holzer Development, Inc., General Partner  
Stephen J. Holzer, President

State of Indiana  
County of Johnson

Before me, the undersigned Notary Public in and for Johnson County, Indiana, personally appeared Rosemary Heger and Stephen J. Holzer, and each separately and severally acknowledged execution of the foregoing instrument as his/her voluntary act and deed, for the purpose expressed herein.

Witness my hand and seal this 14th day of MAY, 1987.

Notary Public, Sherry L. Williams  
Sherry L. Williams

Residing In Johnson County

My Commission Expires 12-31-1989

Approval of this plat does not guarantee the availability of a septic system installation permit. Specific building sites will be evaluated on an individual basis prior to permit issuance.

APPROVED BY the Johnson County Health Department in accordance with the Subdivision Control Ordinance.

ENTERED FOR TAXATION this 9<sup>th</sup> day of July, 1987.

John Bonsett  
John Bonsett, County Sanitarian

Sally L. Higdon  
Sally L. Higdon, Auditor  
Johnson County, Indiana

10589

RECEIVED FOR RECORD this 9<sup>th</sup> day of  
JULY, 1987 at 12:33 P.M. and Recorded in Plat  
Book C, Pages 259-260-261.

Jacqueline E. Keller  
Jacqueline E. Keller, Recorder  
Johnson County, Indiana

COPI RECEIVED by Plan Commission Director Gary Turner  
Gary Turner

COPI RECEIVED by County Assessor Charles A. Combust  
Charles Combust

CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of hearing on the application for primary approval of this subdivision by publication in THE DAILY JOURNAL more than ten days before the date of hearing, under authority provided by Chapter 138, Acts of 1957, enacted by the Indiana General Assembly, and all acts supplemental and amendatory thereto, this plat was given primary approval by a majority of the members of the Johnson County plan Commission at a meeting held on 2ND day of MARCH, 1987.

Approved by the Johnson County Planning Commission:

By: Ronald Eastburn Chairman By: Rick Chase, Secretary  
Ronald Eastburn, Chairman

Under authority provided by Chapter 47, Acts of 1951, The General Assembly State of Indiana this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 22ND day of JUNE, 1987.

Maurice McCarty Chairman Maurice McCarty William A. Ray  
Russell H. Ferrill, Chairman Maurice McCarty William A. Ray

APPROVED by the Johnson County Drainage Board this 22ND day of JUNE, 1987.  
William A. Ray Russell H. Ferrill Maurice McCarty, Chm.

GENERAL NOTES TO ALL INTERESTED PARTIES

APPROVAL of this plat does not in any way relieve the Owner or Successors in title of any previous existing legal easements, agreements, or right-of-way or other outstanding interest effecting said property, nor does its approval guarantee the Owner or Successors in Title of any construction permit. The Johnson County Board of Commissioners DO NOT enforce Subdivision Covenants.

DEVELOPMENT STA  
RESTRICTIONS AN  
TIMBER

24/1/87

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