

Timberlake Woods Subdivision Section I, II, and III

Covenants and Restrictions

The following is the declaratory statement of dedication, limitations, restrictions and covenants for all purchasers, their heirs, successors and assigns, of lots in Timberlake Woods, a residential subdivision, lying in the west half of the southwest quarter of section 15, and the west half of the northwest quarter of section 22, and the east half of the northeast quarter of section 21, township 12 north, range 2 east, Green Township, Morgan County, Indiana, and shall take title subject to the following covenants and restrictions and be bound thereby.

1. **Land Use:** All lots herein are for residential use only, limited to one single-family dwelling per lot. No further division of any lot for the purpose of creating an additional building site shall be permitted.
2. **Building Location:** No building shall be located on any lot nearer to the front lot line, or nearer side street line than the setback lines per appropriate building codes and the plat for Timberlake Woods. No building shall be located nearer to the side and rear lot lines than ten (10) feet. Eaves, steps and/or stoops shall not be considered a part of the building, however this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot.
3. **Dwelling Size:** No dwelling shall exceed three (3) stories in height. The ground floor of the dwelling structure, exclusive of porches, basements, and garages, shall not be less than one-thousand seven-hundred (1700) square feet for a one-story dwelling nor less than twenty-two-hundred (2200) square feet for a dwelling of more than one story, with not less than one-thousand six-hundred (1600) square feet on the ground floor.
4. **Garages and Driveways:** No dwelling shall have less than a full size 2-car or more than a 3-car attached garage. All driveways and vehicle parking areas shall be hard surfaced with concrete or asphalt. No gravel or stone driveways will be permitted.
5. **Other Structures:** No more than one (1) out building no larger than 12' x 16' or one-hundred ninety-two (192) square feet shall be erected on any lot. The construction of the out building must conform with the frame portion of the dwelling in appearance. No sheet metal buildings are allowed.
6. **Building and Improvement Plan Review and Approval:** All plans for construction of residential dwellings, accessory buildings, other structures and improvements shall be reviewed and approved by the Developer in order to promote harmony of design and compatibility with existing structures in the

subdivision. Only Developer approved builders are allowed to construct dwellings in the subdivision. An erosion control plan must be submitted to the Developer for review in accordance with these covenants and restrictions. After all lots are sold, or at any time the Developer sees fit to relinquish this authority, building and improvement plan review may be performed by a committee established by the Timberlake Woods Lot Owners Association.

7. **Dwelling Restrictions:** No mobile home, trailer or other portable device or out building, garage or basement shall be used as a residence. This provision shall not be construed to prevent a building from being used for material or tool storage or office for developers marketing or promotional purposes.
8. **Vacant Lot Maintenance:** Vacant lots shall be maintained so that no trash shall be allowed to accumulate, and grass or growth shall not be over six (6) inches in height. If lots are not maintained, the developer shall have the option to mow the property and charge the owner a customary fee.
9. **Nuisance/Quiet Enjoyment:** No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood nor shall any unlawful act or activity be allowed whatsoever.
10. **Parking and Storage of Vehicles and Boats:** No trucks, other than standard pick-up type, campers, trailers, recreational vehicles, boats, boat trailers, or similar vehicles (except temporary construction vehicles) shall be parked on any street, driveway or lot for a period of more than forty-eight hours unless such vehicles are stored in a garage. No inoperative or unlicensed vehicles shall be parked or repaired on any lot or on the driveways thereof.
11. **Mail boxes, Antennas & Appearance of Lot:** All mailboxes within the Subdivision shall be uniform in size and appearance and meet U.S. Postmaster Standards. No signal transmission antennas shall be erected or maintained on any lot. All equipment, garbage cans, and related items shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
12. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No more than three (3) dogs or cats, or any combination, shall be kept on any lot. All pets must be confined to the owner's lot or on a leash accompanied by an adult.

13. **Fences:** No fences of any kind shall be installed, unless approved by the Developer or the Timberlake Woods Homeowners Association.
14. **Pools:** Above ground swimming pools are not permitted. Approval of the Developer or the lot owners association must be obtained for all in-ground swimming pools.
15. **Signs:** No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property For Sale. No more than four (4) signs no larger than five (5) square feet shall be allowed by builders or others to advertise the property during construction. This covenant has no application to marketing or promotional signs of the Developer while lots are being sold.
16. **Lake and Pond Maintenance:** The lakes and ponds, existing or proposed for future use, shall be for the sole benefit and use of the owners of the lots which adjoin or abut the lakes or ponds. No other lot owners in this subdivision will be allowed access to the lakes or ponds. The lake and pond dams shall be maintained in accordance with sound engineering and ecological practice. The cost of all maintenance and repair of the lakes and ponds and dams shall be prorated equally among the owners of lots which adjoin or abut that specific lake or pond. Owners of lots which adjoin or abut lakes or ponds shall vote on the amount and type of maintenance needed for the lake or pond and all other matters concerning use or enjoyment of the lake or pond including the amount of any annual dues or maintenance fees. A simple majority of lake or pond lot owners shall decide all issues.
17. **Utility Easements:** Areas, including access, designed as utility easements on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure transmission pipelines, except by written permission of the lot owners at the time said transmission line is to be constructed. No structures shall be erected on or maintained within these easements, and their maintenance is the responsibility of the lot owner.
18. **Drainage Easements:** Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas, and drainage shall not be restricted. Maintenance is the responsibility of the lot owner.
19. **Entry and Frontage Landscaping Easement:** Areas designated as entry and landscaping easements on the plat are for the installation and maintenance of entry signs and/or structures for the Timberlake Woods Subdivision. The maintenance of the entry signs and/or structures and associated landscaping is the responsibility of the Timberlake Woods Subdivision Homeowners

Association; however, the maintenance of the remaining areas within these easements is the responsibility of the adjoining lot owners. No additional structures shall be erected in this area without the consent of the Developer.

20. Construction Requirements:

- A. Overhang / eaves shall be a minimum of twelve (12) inches, excluding exterior finish on gutters, roof edges, and front gables.
- B. Hip-type roofs shall have a minimum of 6/12 pitch, gable-type roofs shall have a minimum of 8/12 pitch.
- C. The percentage of brick or stone and siding will be determined and approved by plan approval by the Developer or the Timberlake Woods Subdivision Homeowners Association. The exterior building materials shall be limited to brick, stone, and/or painted wood. No log homes, modular homes, vinyl homes, or mobile homes shall be permitted.
- D. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.
- E. Each dwelling shall have an engraved stone address block installed on the front exterior of the dwelling. The address block must be eight (8) inches by sixteen (16) inches.
- F. Construction of any dwellings shall be completed within one (1) year of the start of construction.
- G. After construction, all lots shall be graded, seeded, or laid with sod, and landscaped.
- H. All owners and their builders/contractors shall maintain the job site in a clean and professional manner. All trash and construction debris shall be contained within the lot and properly disposed of or removed. Owners and their contractors shall obtain from the Developer a copy of these covenants and restrictions and abide by them.
- I. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, including but not limited to streets, drainage areas, utilities, or other improvements.
- J. All lot owners shall be fully responsible for providing proper erosion control on their lot. The lot owner shall be responsible for any and all damages incurred by the Developer.

21. **Erosion Control:** Owners of lots shall take their titles subject to the requirements for installing and maintaining erosion control structures including, but not limited to, silt fence, temporary seeding or sodding, erosion control mats or blankets, inlet and storm structure protection, diversion channels, and temporary construction drives. Erosion control measures shall

be installed such that sediment, mud, gravel or any other debris are prevented from leaving their lot in any manner including entering storm sewers/structures, lakes, ponds, streets, or other lots. Owners agree to be financially responsible and to indemnify and hold harmless the Developer and Lot Owners Association for any damage or legal action resulting, either directly or indirectly, from erosion on owner's lot. Owners shall be responsible for payment of any fines or penalties imposed by local, state or federal agencies on the Developer or Lot Owners Association, which arise from erosion on owners lot.

22. **Miscellaneous:** The owners of all lots of Timberlake Woods Subdivision acknowledge that the real estate is in or adjacent to an area zoned for agricultural land use including, but not limited to, the production of animals or plant life, including forestry, pasturing or yarding livestock, and planting, growing, cultivating, and harvesting crops for human or livestock consumption. The owners of all lots of Timberlake Woods Subdivision agree and waive any and all objection to any such agricultural land use on any real estate zoned for such uses within two (2) miles of any boundary of the real estate; and that such agricultural land uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health. Also, the owners of all lots of Timberlake Woods Subdivision acknowledge that an existing Campground will be operated in the southeast corner of the real estate. The campground activity will continue to operate in a transitional period until Section III of Timberlake Woods Subdivision is under construction or until the end of the year 2006, whichever occurs first. The owners of all lots of Timberlake Woods Subdivision agree and waive any and all objection to the operation of the campground.
23. **Lot Owners Association:** All owners of lots in Timberlake Woods Subdivision shall be members of an association of such owners known as Timberlake Woods Subdivision Homeowners Association. The purpose of the association is for management and maintenance of the common areas of the subdivision and other Subdivision related business as deemed necessary.
24. **Members:** One membership shall exist for each of the numbered lots within all sections of the subdivision. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or forms of tenancy. Purchasers on contract (equitable owners) shall also be entitled to the membership, not the seller. The Developer shall have one membership for each lot not sold.
25. **Terms:** The Association shall commence upon execution of this Agreement and remain in force for a term of twenty-five (25) years and thereafter unless terminated by a vote of seventy-five (75) percent of the members as attested

by the miscellaneous records of the Recorder's Office of Morgan County, Indiana.

26. **Board of Directors:** The board of directors shall be responsible for setting dues for the Association based upon the amount of monies needed to maintain the common areas within the subdivision. It shall meet as required and shall also establish quorum and voting rules; otherwise a majority vote controls/rules. It shall maintain minutes of its meetings and proceedings. The initial President shall be appointed by the Developer. The initial President shall serve until the first annual meeting, whereupon he shall be elected by majority vote of the members present for a one year term or until a successor is elected and qualified. Except for the Developers appointee, the President shall be a member of the Association. The members shall also elect a Secretary and Treasurer. The Board of Directors shall consist of not less than three (3) members nor more than seven (7) members. Initially the Board of Directors shall consist of three (3) members and shall be changed only upon a majority vote of the membership of the Association. Each member of the Board of Directors shall be elected beginning with the first annual meeting and shall serve until their successors are elected and qualified. The term of a Board of Directors member shall be three years and staggered so that no more than two (2) new members are elected each year. Initially the term shall be for three (3), two (2), and one (1) year as designated.
27. **Meetings:** The annual meeting shall be at 7:00 p.m. on the last Wednesday in January unless otherwise established by the Board of Directors. The first Annual Meeting shall be in the year 2005. A notice including time, date, agenda, and place shall be mailed by U.S. mail to all owners of lots in Timberlake Woods Subdivision. Special meetings may be called by the President or Board of Directors upon petition of fifteen (15) percent of the Association Members to the Board of Directors with the meeting to be held no sooner than fourteen (14) days after written notice is mailed to the membership. The notice shall state the purpose and proposed agenda, the time, date, and place of the meeting.
28. **Dues:** The Developer agrees to allot fifty dollars (\$50.00) from the initial sale of each lot as dues to the Homeowners Association. Until twenty (20) percent of the lots in Timberlake Woods Subdivision have been sold by the Developer, the Developer shall maintain the common areas within the subdivision. After twenty (20) percent of the lots have been sold by the Developer, the Homeowner Association shall be responsible for the maintenance of the common areas within the subdivision. The Developer shall not be responsible for the payment of any dues on lots owned by the Developer that remain unsold, however, all other lot owners shall be assessed annual dues in an initial amount of one-hundred (\$100.00) per year which

shall be due each year starting January 1, 2005. All dues or assessments shall be assessed per association member and as authorized and approved by the Board of Directors. His covenant may not be changed by the Timberlake Woods Subdivision Homeowners Association, with the exception of the amount of the annual due. Dues may be raised, but not lowered, until the time the Developer has sold all the lots. All dues or other assessments shall be due and payable on or before January 1, of each year and if not fully paid on or before January 1, of each year, shall become a lien upon the real estate, by judicial proceedings as real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees and cost of collection, without relief from valuation and appraisal laws. The President of the Homeowners Association shall cause a list of delinquencies to be prepared each year as of February 28 and record the same by last known names of homeowners of record as set out in the notice in miscellaneous records of the Recorder's Office of Morgan County, Indiana. The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled the priority and dignity accorded the date of recordation and operation of law.

29. **Enforcement of the Covenants and Restrictions:** The right to enforce these Covenants and Restrictions of Timberlake Woods Subdivision by injunction or to seek damages for violation or other remedy is dedicated to the owners of the lots herein and the Developer. The Covenants and Restrictions shall remain in full force for twenty-five (25) years from the date of execution of this agreement, at which time such Covenants and Restrictions shall be automatically extended for successive periods of twenty-five years unless otherwise agreed by majority of the lot owners in the subdivision. Invalidation of any other covenant or restriction or restriction herein by judgment, court order or otherwise shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause a forfeiture or reversion of title. Any person, partnership, Corporation, or other legal entity violating or attempting to violate any covenant or restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation including attorney fees, court costs, and actual damage to the Developer, Timberlake Woods Homeowners Association and/or lot owner for the violation.

