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First American Title Insurance Company  
Indianapolis Downtown—Corporate  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Telephone (317) 684-7556

## Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.



lines and a line connecting points twenty-five (25) feet from the intersection and said lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

**RESIDENTIAL USES:** All lots in the subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof except as permitted by applicable zoning ordinances. No trailer, shack, tent, boat, garage or other building may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

**MINIMUM RESIDENCE SIZE:** The minimum square footage of any residence constructed within the subdivision exclusive of garages, porches, patios, accessory buildings or basements shall be not less than one thousand one hundred (1,100) square feet of living area for a one-story residence or one thousand five hundred (1,500) square feet of living area for a two- (or more) story residence. Each residence shall have an attached garage for storage of two or more vehicles and a paved drive leading from the street to such garage.

**ANIMALS:** No farm animal, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the subdivision; nor shall anything be done thereon which may be or may become a nuisance to the subdivision.

**VEHICLE PARKING:** No camper, motor home, inoperative vehicle, truck, trailer, boat or recreational vehicle of any kind be stored in open view on any lot in the subdivision for more than a twenty-four hour period.

**SIGNAGE:** No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except developer or any builder may use larger signs during the sale and development of the subdivision.

**WASTE DISPOSAL:** No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

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**SEWAGE DISPOSAL:** No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.

**MAILBOXES:** Developer shall have the right to require that all mailboxes in the Subdivision shall have the same uniform appearance and Developer shall have the right to approve all mailboxes prior to installation. Developer shall have the right to delegate this right of approval to the original builder of homes in the Subdivision.

**ANTENNAS:** No antennae shall be allowed to extend higher than five (5) feet above the roofline on the exterior of homes in the Subdivision.

**SATELLITE DISHES:** No satellite dishes in excess of twenty-four (24) inches in diameter shall be installed or permitted in the subdivision except as approved by the Association or Developer as the case may be.

**FENCING:** All metal fencing used in the Subdivision, where permitted, must have a factory finish of either brown or black vinyl. No stockade fencing of any type will be allowed without Developer's approval. No fence shall be higher than six (6) feet. No fencing shall extend forward of the further front corner of the residence.

**ENFORCEMENT:** Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer (so long as it owns any lots in the Subdivision), any person or entity having any right, title or interest in the Real Estate (or any part thereof), and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

**AMENDMENT:** These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) of the lots in the Subdivision which is now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the lots in such Subdivision have been sold by Developer, any such amendment of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient



to indicate compliance with this paragraph and shall be recorded in the office of the Records of Hendricks County, Indiana.

DURATION: These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until January 1, 2001, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

DEVELOPER'S APPROVAL RIGHTS: The approval rights granted by this document to Developer shall expire as of the earlier of (a) the date the last lot in the Subdivision shall have been conveyed by Developer, or (b) December 31, 1997.

SEVERABILITY: Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions of this plat, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 10<sup>th</sup> day of November, 1994.

TIMBER PARK DEVELOPMENT CORP.

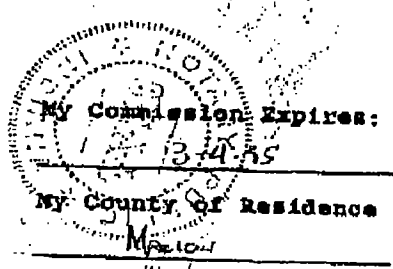
By: L. L. Dunkley, Secretary  
L. L. DUNKLEY

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

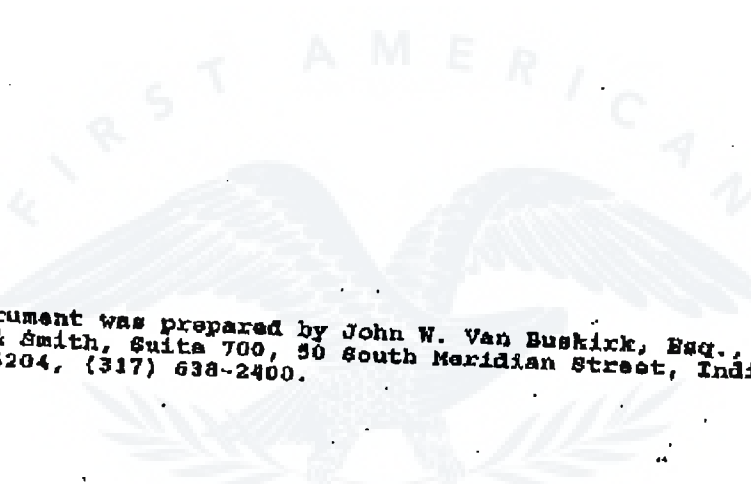
Before me, a Notary Public in and for the State of Indiana, personally appeared L. L. Dunkley, the Secretary of Timber Park Development Corp., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

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Witness my signature and Notarial Seal this 10<sup>th</sup> day of November, 1994.



Matthew J. Ochs  
 (Matthew J. Ochs) Notary Public



This instrument was prepared by John W. Van Buskirk, Esq., Stark Doninger & Smith, Suite 700, 50 South Meridian Street, Indianapolis, Indiana 46204, (317) 638-2400.

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