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Indianapolis Downtown—Corporate
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Subdivision Covenants and Restrictions

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PLAT COVENANTS AND RESTRICTIONS

The undersigned, Timber Park Development Corp., an Indiana corporation (the 'Developer'), with the consent of the real estate described herein (the 'Real Estate'), does hereby lay off, plat and subdivide the Real Estate into lots and streets as shown on this plat for Barcknoll Subdivision Section II, as hereinafter recorded in the office of the Recorder of Hendricks County, Indiana (the 'Plat'). The Developer desires to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the 'Subdivision') shall be known and designated as 'Barcknoll Subdivision Section II', an addition in Hendricks County, Indiana.

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions are hereby imposed upon and shall run with the Real Estate.

DEDICATION OF STREETS: All right of ways for streets shown on this plat and not heretofore dedicated, are hereby dedicated to the public.

DRAINAGE, UTILITY AND SEWER BASEMENTS: There are strips of ground as shown on the within plat marked D & U.S. (drainage and utility easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains and the like, subject at all times to the proper authorities, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for driveways and walkways and the title subject to the nonexclusive rights of the public utilities and other owners of said lots in this Subdivision to said easements herein granted for ingress and egress in, along and through the strips so reserved.

DRAINAGE BASEMENT: There are areas of ground covering portions of Lots 18, 19, 20, 21 and 22 marked "Drainage Basement." The drainage retention for the Subdivision and for the nonexclusive use of the Hendricks County Drainage Board for access to and maintenance, repair and replacement of such drainage system. The owner of any lot in the subdivision subject to the drainage easement shall be required to keep the portion of said Drainage Basement on his lot free from obstructions, cut and maintain all grass and other vegetation and remove trash and debris so that the surface water drainage will be unimpaired. The delineation of the Drainage Basement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement to perpetuate such drainage. No permanent or other structures shall be erected or maintained on said drainage easements.

SITE LINKS AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the street 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 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 USE: 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 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, 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, fowl 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, 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 public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.
SENAGE 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 and procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction.

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

ANTENNAS: No antennas 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 (or having any right, title or interest in the Real Estate (or any part thereof), and all persons or entities claiming under them, against any person or entity violating or threatening to violate any such covenants and restrictions, and will be entitled to recover money or other sums due for such violation, injunctive relief against any such violation or threatened violation, such relief, declaratory relief, and the recovery costs incurred by such party for 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 subdivision or are excluded from the subdivision has been sold by Developer; any such amendment of these covenants and restrictions shall require the prior written approval of 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
restrictions shall be automatically extended for successive periods of
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
they may be 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
and (b) December 31, 1997.

SEVERABILITY: If 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 day of November, 1994.

TIMBER PARK DEVELOPMENT CORP.

BY /s/ R.L. Dungan

STATE OF INDIANA       
COUNTY OF MARION       

Before me, a Notary Public in and for the State of Indiana,
personally appeared R.L. Dungan, the subscriber, of the execution of this instrument as its voluntary act and dead as such hereinabove set forth.

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BOOK 44: PAGE 371
Witnes my signature and Notarial Seal this ___ day of

[Signature]

My Commission Expires:

[Signature]

My County of Residence Is:

[Signature]

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