

TIMBER CREEK VILLAGE

SECTION FIVE

PT. of the E 1/2, NW 1/4, SEC. 25, T14N,
WHITE RIVER TWP., GREENWOOD, JOHNSON COUNTY, IN

The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the City of Greenwood.

We, the undersigned, Dennis and Debbie Copenhaver, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designated as Timber Creek Village - Section Five, an addition to the City of Greenwood, Johnson County, State of Indiana. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

All lands in this subdivision and the use of the lands in this subdivision by present and future owners or occupants shall be subject to the "JOINT AGREEMENT FOR MAINTENANCE OF EASEMENT AND DRAINAGE FACILITIES", as recorded in Book 66, Page 446, in the Office of the Recorder of Johnson County, Indiana, as Instrument No. 94006621, and shall run with the land.

In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

(1) All lots in this subdivision are reserved for residential use, and will have erected thereon dwellings which shall share a "Common Wall", such Common Wall comprising a part of the "Common Wall Line", as shown on each lot. Each wall which is built as part of the original construction of the buildings upon the lots and connects two dwelling units shall constitute a Common Wall, and to the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding Common Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No building other than a one-family residence or structure or facility accessory in use thereto shall be erected on any lot in this subdivision.

(2) The Common Wall between any lot, and the lot immediately adjoining it shall be a Common Wall, and the adjoining lot owners shall have cross easements in the Common Wall, and the Common Wall shall be used for the joint purposes of the building separated by it.

(3) Should the Common Wall, at any time while in use by both parties as aforesaid, be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the Common Wall be injured by the act or omission from either party, the Common Wall shall be repaired or rebuilt at the expense of the party deemed responsible for the aforesaid act or omission.

(5) This Common Wall covenant and the covenants herein contained, shall run with both parcels of land utilizing the Common Wall, but shall not convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights to a Common Wall being the sole purpose thereof.

(6) No nuisance shall be permitted and no waste shall be committed in any unit.

(7) No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit except pet dogs, cats or customary household pets may be kept provided that such pet is not kept, bred or maintained for any commercial purpose and does not create a nuisance.

(8) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on or so as to be visible from the street. The area shall be kept free and clear of rubbish, debris and other unsightly material.

(9) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, minibikes, mopeds or any other vehicle of any description, other than normal passenger automobiles shall be permitted, parked or stored anywhere within the property provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. No repair work shall be done on the premises or the streets, including passenger automobiles.

(10) All garbage, trash and refuse shall be stored in appropriate containers inside the unit and shall be kept therein until not earlier than sundown of the evening before a scheduled trash collection.

(11) No outside antennas may be erected or satellite dishes installed.

(12) No fences shall be erected except around patio areas, this includes dog pens.

(13) No swimming pools, either above or below ground shall be installed.

(14) No wing nets shall be installed.

(15) That all areas shall be kept up including areas and shrubs maintained.

(16) That the mailbox and mailbox post shall be identical to those used by the Timber Creek Homeowner's Association.

(17) **EASEMENTS:** The strips of ground shown on this Plat and marked as follows for Easement purposes are reserved for the following uses. No permanent or other structures are to be erected or maintained upon said strips of land; but owners of lots in this subdivision shall take title to their lots subject to the rights of the City of Greenwood, Public Utilities, and the rights of the Owners of the lots in this Subdivision.

"Drainage Easement" (D. E.) are reserved for the use of the Owners of the lots in this Subdivision, to install, inspect, repair, replace, and maintain storm sewer mains, ducts, lines, and drainage facilities, subject at all times to the proper authorities and to the easement herein reserved; and for the use of the City of Greenwood to install, inspect, repair, replace, or maintain storm sewer mains, ducts, lines, and drainage facilities, should said Owners fail to maintain, repair, or replace, said drainage facilities as provided for herein.

"Utility Easement" (U. E.) are reserved for the use of the City of Greenwood and the Public Utilities to install, inspect, repair, replace, and maintain water and sewer mains, poles, ducts, lines, and wires, subject at all times to the proper authorities and to the easement herein reserved.

(18) Drainage swales (ditches) 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 Greenwood Board of Public Works & Safety (B.P.W. & S.). Property owners must maintain these swales as sodded grassways, or other non-eroding 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 appropriate sized culverts or other approved structures have been permitted by the B.P.W. & S.

Any property owner altering, changing, damaging, or failing to maintain 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 B.P.W. & S. will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

Invalidation of any one of the foregoing covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

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of the E 1/2, NW 1/4, SEC. 25, T14N, R3E
RIVER TWP., GREENWOOD, JOHNSON COUNTY, INDIANA

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(11) No outside antennas may be erected or satellite dishes installed.

(12) No fences shall be erected except around patio areas, this includes dog pens.

(13) No swimming pools, either above or below ground shall be installed.

(14) No swing sets shall be installed.

(15) That all areas shall be kept up including areas and shrubs maintained.

(16) That the mailbox and mailbox post shall be identical to those used by the Timber Creek Homeowner's Association.

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Invalidation of any one of the foregoing covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

In witness whereof, Dennis and Debbie Copenhaver, being the owners of the above land in fee simple, have hereunto set their hands and seals this 17th day of March, 1994.

Dennis Copenhaver
Dennis Copenhaver

Debbie Copenhaver
Debbie Copenhaver

State of Indiana)
County of Johnson)

Before me, the undersigned, a notary public in and for said County and State, appeared Dennis and Debbie Copenhaver, who acknowledged the execution of the following instrument as their voluntary act and deed for the use and purposes therein expressed and affixed their signatures thereto.

Witness my hand and notarial seal this 17th day of March, 1994.

My Commission Expires: 1-25-97
Benjamin Rahn, Notary Public
Resident of County of Johnson

This Plat is hereby given secondary approval by the City of Greenwood, Johnson County, to-wit:

SECONDARY APPROVAL is hereby granted by the Greenwood Advisory Plan Commission on the 24th day of January, 1994.

Kevin A. Hoover
Kevin A. Hoover, President

Clinton E. Ferguson
Clinton E. Ferguson, Secretary

BE IT RESOLVED by the Board of Public Works and Safety, City of Greenwood, Johnson County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 20th day of January, 1994.

Margaret McGovern
Margaret McGovern
Mayor

Richard E. Heiney
Richard E. Heiney
Member

C. Duane O'Neal
C. Duane O'Neal
Member

ATTEST: Genevieve Worskam
Genevieve Worskam
Clerk-Treasurer

ENTERED for Taxation this 18 day of March, 1994.

Betty E. Stringer
Betty E. Stringer, Auditor
Johnson County

NO. 74006622

RECEIVED for record this 18th day of MARCH, 1994, at

3:37 P.M. and recorded in Plat Book C, Page 617 E.

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