The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be known as the Common Wall Line, 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 restrictive 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 be not more than two stories above ground level. All dwellings shall have a minimum area of 1,000 square feet.

(2) The Common Wall Line between any lot, and the lot immediately adjoining it shall be a Common Wall, and the adjoining lot owners shall have access to the Common Wall.

(3) Should the Common Wall Line, 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 the expense of the party whose act or omission caused the injury.

(4) Any property owner altering, changing, demi-fixing or failing to maintain said drainage easements or ditches will be held responsible for such action and will be liable for all damages occasioned thereby.

(5) Any property owner altering, changing, demi-fixing or failing to maintain said drainage easements or ditches will be held responsible for such action and will be liable for all damages occasioned thereby.

(6) Any nuisance shall be removed and all waste shall be removed in any case.

(7) No horses, livestock or poultry of any kind shall be housed on the premises of any lot or tract within the subdivision.

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

(9) No boats, canoes, trailers of any kind, house, mobile homes, trucks, motorcycles, minivans, campers or any other vehicle of any description, other than normal passenger automobiles shall be parked, stored or used within the property limits.

(10) All garbage, trash and refuse shall be stored in appropriate receptacles inside the lot and shall be kept therein until the day of 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 runs.

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

(14) No snowplow shall be installed.

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

(16) That the mailbox and mailboxes shall be identical to those used by the Timber Creek Homeowners' Association.

(17) That drainage easements on this lot and any other drainage easements are to be maintained by the owner of the lot in question.

(18) That drainage easements along dedicated roadways and within the subdivision, are not to be altered, dug out, filled in, or otherwise changed without the written permission of the County Road Board.

(19) Property owners must maintain these easements as added expenses, or other non-existing surfaces. Water from roofs or parking areas must be contained on the property proper so as not to drain drainage easements or ditches and not be damaged by such water.

(20) Driveways may be constructed over these easements only when appropriate mixed surfaces or other approved structures have been permitted by the County Road Board.

Any property owner altering, changing, demi-fixing or failing to maintain said drainage easements or ditches will be held responsible for such action and will be liable for all damages occasioned thereby.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them, and shall continue for the period of 100 years unless by vote of a majority of the then owners of the building sites covered by the covenants, it is agreed to change said covenants in whole or in part.

In violation of any one of the foregoing covenants by judgment or court order shall be no less than any of the other covenants which shall remain in full force and effect.
TIMBER CREEK VILLAGE
SECTION FIVE
of the E 1/2, NW 1/4, SEC. 25, T14N, R3E
RIVER TWP., GREENWOOD, JOHNSON COUNTY, INDIANA

(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 enclosures 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.

(17) BASMENTS: The area of ground shown on this plat and marked as follows for basement purposes are reserved for the following uses. No permanent or other structures are to be erected or maintained upon said area 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 owners of the lots in this subdivision in the following:

"Drainage Easement" (D. E.) is reserved for the use of the owners of the lots in this subdivision, to install, inspect, repair, replace, and maintain sanitary sewers, gas lines, and drainage facilities, subject at all times to the proper authorities and in the easement herein reserved; and for the use of the City of Greenwood to install, inspect, repair, replace, and maintain the sanitary sewers, gas lines, and drainage facilities, subject at all times to the proper authorities and in the easement herein reserved.

"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 easements (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, or otherwise changed without the written permission of the Greenwood Board of Public Works & Safety and the plat owner.

The proper owners must maintain these ditches as signed greenways, or as non-circular surfaces. Water from roofs or parking areas must be contained on the property long enough so that said ditches are not washed away by such water.

Drainage ways may be constructed over these ditches or ditches only when approved by the plat owner and have been permitted by the B.P.W. & S.

Any property owner altering, changing, damaging, or failing to maintain these drainageways or ditches will be held responsible for said damage, and will be given 30 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, each period covered by these covenants. It is agreed to change such covenants in whole or in part.

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

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

Dennis Copeshaver
Debbie Copeshaver

President of County of Johnson

Resident of County of Johnson

This Plat is hereby given secondary approval by the Greenwood Police & Safety, City of Greenwood, Johnson County, Indiana, that the dedications shown on this plat are hereby approved and accepted this 17th day of March, 1994.

Kevin Hoover, President
Clinton E. Ferguson, Secretary

MAURER & ASSOCIATES, INC.
C-6173

MAURER & ASSOCIATES, INC.
LAND DEVELOPMENT PLANNING AND ARCHITECTURAL SERVICES
1637 Paragon Drive
Greenwood, Indiana 46142
(317) 462-0662

MAURER & ASSOCIATES, INC.
C-6173