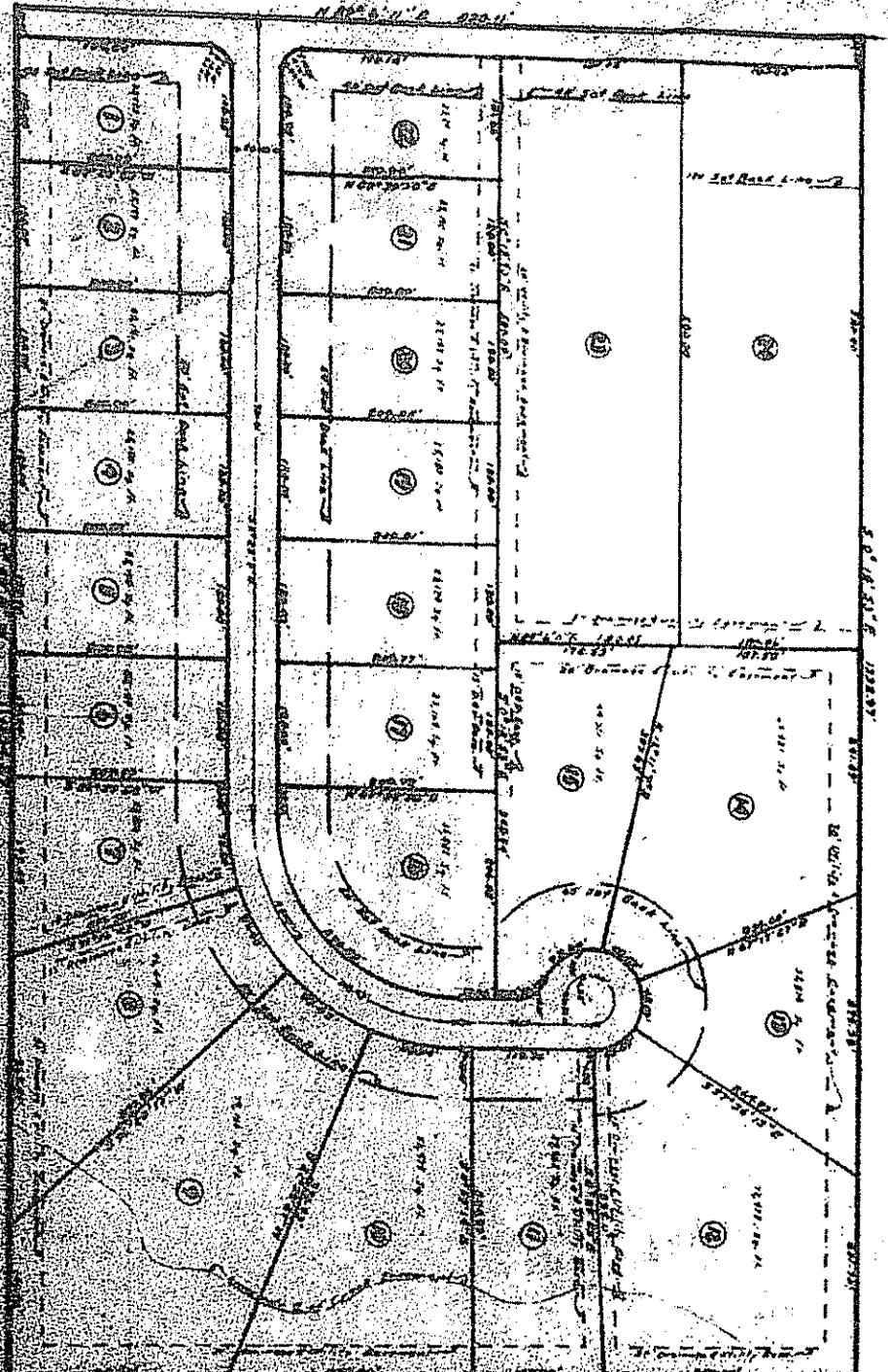


TIMBERBROOK SUB-DIVISION



NS corner of SW 1/4 of
Sec. 21-Twp-A18

TIMBERBROOK SUB-DIVISION MONCTON, CO. HENDRICKS COUNTY

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two and one-half stories in height and a private garage for not more than 3 cars; all garages to be attached to dwellings. Lots 23 and 24 may have a barn for horses. Barns to be no larger than 100 square feet; and said barns to be located no closer than 200 feet to any dwelling. Barns to be kept in nice appearance at all times.
2. **DWELLING QUALITY AND SIZE.** The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1500 square feet for a one-story dwelling nor less than 2000 square feet for a dwelling of more than one story. All houses more than one-story to have a minimum of 2,000 square feet of living areas.
3. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the set-back line shown on the recorded plan. No building shall be located nearer than 10 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot.
4. **LOT AREA AND WIDTH.** Dwellings may be erected on each lot as platted. Lots may not be subdivided into building plots in such manner that more than one house per lot would be constructed. In the event that any lot is enlarged as a building site by the addition thereto of adjoining lots or parts of adjoining lots, the side lot lines heretofore referred to shall be defined as the new side lines of such lot, as enlarged.
5. **DRAINAGE AND UTILITY EASEMENTS.** There are strips of ground shown on the plan as "Utility Easements". Said easements are hereby reserved for public utilities, for the installation and maintenance of poles and lines, for telephone and electric power, for underground cables, for sewers, for drains, for water mains, all serving the lots in said addition. Said easements are likewise reserved for the use of the public for surface water drainage and are to be maintained by the property owner, as such. Under no circumstances shall said easement be blocked, in any manner, by the construction of any improvement, nor shall any grading restrict, in any manner, the water-flow. Said areas are subject to construction, or reconstruction, to any extent necessary to obtain adequate drainage at any time by any proper authority, or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the addition and the purchasers of lots shall take title subject to the easements created; and subject, at all times, to the additional right of the proper authorities to serve, replace and recondition utilities therein, or to install new utilities therein.
6. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either permanently or temporarily.
8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder, to advertise the property during the construction and sales period. However, any sign required by law may be displayed during the construction period.
9. **LIVESTOCK.** No cattle, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that up to 2 horses or goats may be kept on Lots #23 and #24; and except that dogs, cats or other household pets may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose.
10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerator or trash burning shall be allowed.
11. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Board of Health and the Hendricks County Board of Health. Approval of such system, as installed, shall be obtained from such authorities.
12. **SEWAGE SYSTEMS.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the recommendations of all three

DEDICATION OF SUB-DIVISION
TINBEAR BROOK, HENDRICKS COUNTY

1. The undersigned, being duly sworn and deposed as a Professional Engineer and Land Surveyor, doth say, under penalty of perjury, that the enclosed plan and survey of Timberbrook Sub-Division, located in Hendricks County, Indiana, is a true representation of a portion of the land described in Section 21, Township 16 North, Range 1 East, and being more particularly described as follows:

Beginning at the corner where the improved property, South 35° 05' E., meets the road, bearing South 35° 05' E., and running due west, crossing Bassett Road, and ending at the intersection of Bassett Road and the improved property, South 35° 05' E., and running due north, and thence continuing due north, along the improved property, South 35° 05' E., and ending at the corner where the improved property, South 35° 05' E., meets the road, bearing South 35° 05' E.

The above described property, bounded by the above described lines, contains 10.60 acres, all of which is improved property, and is described as follows: The frontage and dimensions of all lots and parcels are shown on the plan, and all dimensions are subject to survey.

This instrument is signed and dated and is witness thereto to hereby set forth.

Carl M. Anderson

Carl M. Anderson, P.E., S.L.S.
Reg. Land Surveyor #5001
State of Indiana

Under the authority granted by Chapter 174, enacted in Act of 1941 by the General Assembly of Indiana, and all subsequent statutes and all ordinances adopted by the Board of Commissioners of Hendricks County, Indiana, as follows:

Approved by the Hendricks County Plan Commission, at a meeting held on _____, 1971.

John G. Anderson

John G. Anderson
Secretary

Approved and signed this _____ day of November, 1971, at 8:00 O'clock A.M.

Thomas G. Bell, Jr.
Recorder
Hendricks County

Witnessed my hand and seal this 24th day of November, 1971 at 2:00 P.M. O'clock

Mary Jane Whetstone
Auditor
Hendricks County

ENTERED FOR RECORD
NOV 24 1971
Mary Jane Whetstone

14. SIGN DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which encroaches upon or elevates between 2 and 6 feet above the roadway, shall be placed or permitted to stand on any corner lot within the triangular area formed by the street property lines and along a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner - from the intersection of the street property lines, extended. The same restriction shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or other pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such right lines.

15. BUILDING SETBACK AND OCCUPANCY RESTRICTION. 1. No building shall be erected on any lot in said addition, unless the architecture and the placement of said building on the lot shall have been approved by the Architectural Control Committee. Said committee shall be empowered to deny permission to erect any building on any lot if it shall find that the architecture and style of said building would not be harmonious with other buildings in said subdivision; or that said building would be of inferior quality to other buildings in said addition; or would be located in such manner as to create an unattractive appearance in said addition. If said board or committee shall deny permission to erect any building on any lot in said addition, they shall state in writing their reasons for denying permission and such permission shall not be unreasonably or capriciously refused.

16. MINIMUM GRADE LINE ELEVATION. A minimum grade line elevation is hereby established for each lot and no grade line can be constructed lower than said minimum. The minimum division shall be shown on the recorded plan in the Office of the Hendricks County Recorder. No house may be built until the location and grade line elevation of said house is physically checked on the lot and certified by a licensed professional engineer or licensed land surveyor.

17. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT. Enforcement shall be by proceedings of law, or in equity against any person or persons violating, or attempting to violate, any covenant, either to restrain violation or to recover damages. These restrictions shall inure to and be enforceable on any lot or part thereof in this addition; and any judgment for costs on account of legal action brought to enforce said restrictions or any of them, shall carry with it attorney's fees for plaintiff's attorney, which shall attach to and be a lien upon any real estate owned by the defendant in this addition.

These restrictions and all of them shall run with the land and said lots in this addition and every part thereof, and shall inure to all purchasers thereof and their respective successors in title.

19. SEVERABILITY. Invalidation of any one of these covenants, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DEDICATION OF TINBEAR BROOK SUB-DIVISION, HENDRICKS COUNTY

We, the undersigned, Thomas G. Bell, Jr. and Verda Janet Bell, his wife, owners of the real estate described and plotted herewith, do hereby certify that we have laid off, plotted and subdivided; and do hereby lay off, plot, and subdivide said real estate in accordance with the plan shown herewith.

This subdivision shall be known and designated as Timberbrook Subdivision, Hendricks County, Indiana. All streets, not heretofore dedicated, are hereby dedicated to the public.

Protective covenants, as shown above herein, are hereby established and adopted for this subdivision.

No permanent or other structures are to be erected or maintained upon any easement, as designated by the herewith shown plan; and the owners of the lots shall take their titles subject to the rights of the above shown easements and the foregoing protective covenants.

The right to enforce the above easements, by injunction, together with the right to cause their removal, by due process of law, of any structure or parts thereof, erected or permitted to remain in violation thereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness our hands and seals, this 12th day of November, 1971.

Thomas G. Bell, Jr.

Verda Janet Bell

STATE OF INDIANA
COUNTRY OF HENDRICKS

Before me, the undersigned Notary Public, in and for the County, the State, personally appeared Thomas G. Bell, Jr. and Verda Janet Bell, his wife; and both separately and severally acknowledged this instrument, of the foregoing instrument of his and her voluntary act and deed for the purpose herein expressed.

Witness my hand and Notarial Seal, this 12th day of November, 1971.

My commission expires 6-30-74