

TIMBER RIDGE

SECTION 5

RECORD PLAT

LEGEND

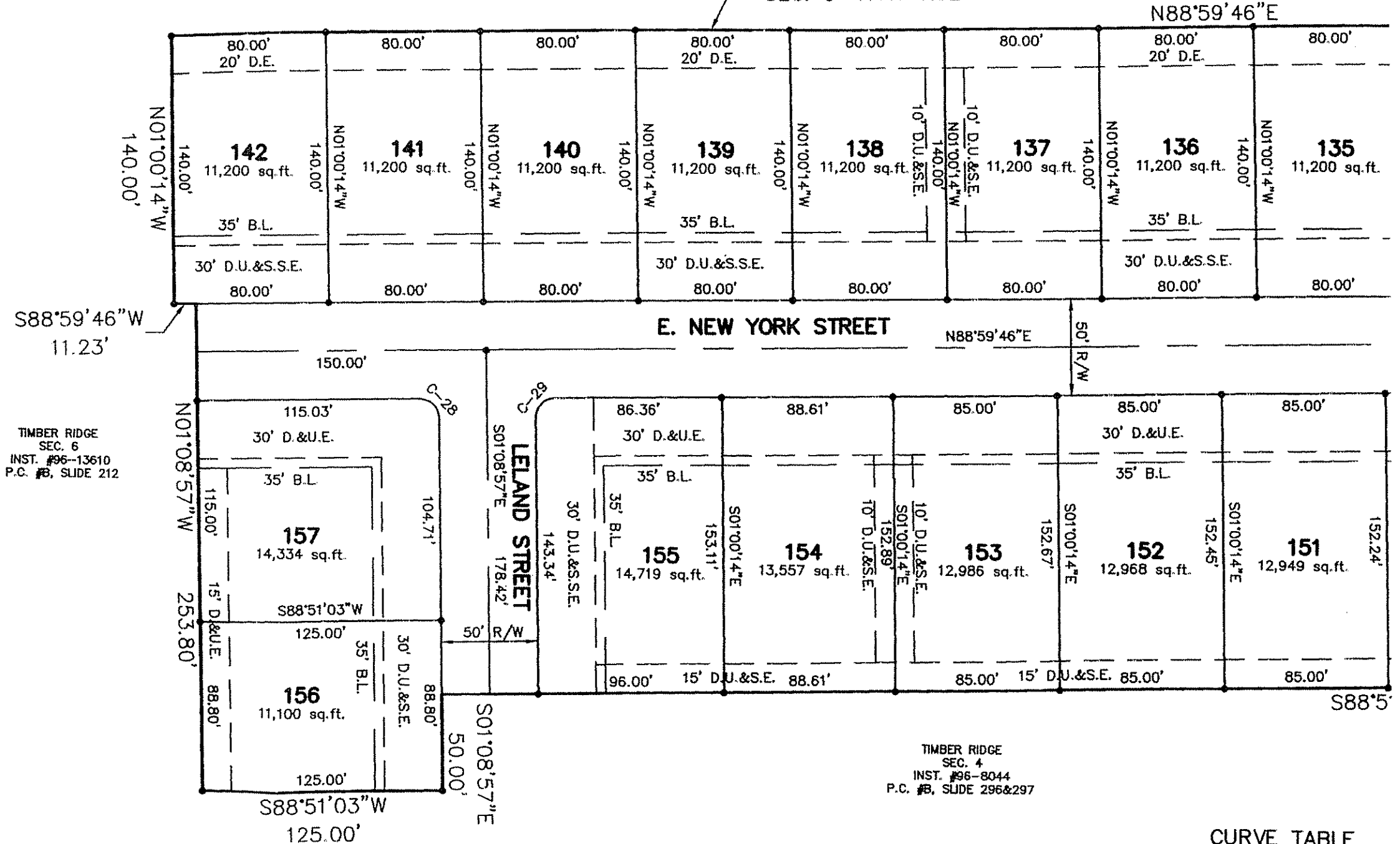
LOT NUMBER
DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
DRAINAGE UTILITY & SEWER EASEMENT
DRAINAGE & UTILITY EASEMENT
BUILDING LINE
NON-ACCESS EASEMENT
PLAT CABINET

MONUMENTS



○ DENOTES A 5/8" DIA. REBAR 30" LONG TO BE SET AT ALL LOT CORNERS.

NORTH LINE N. 1/2, N.E. 1/4 SEC. 9-T17N-R6E



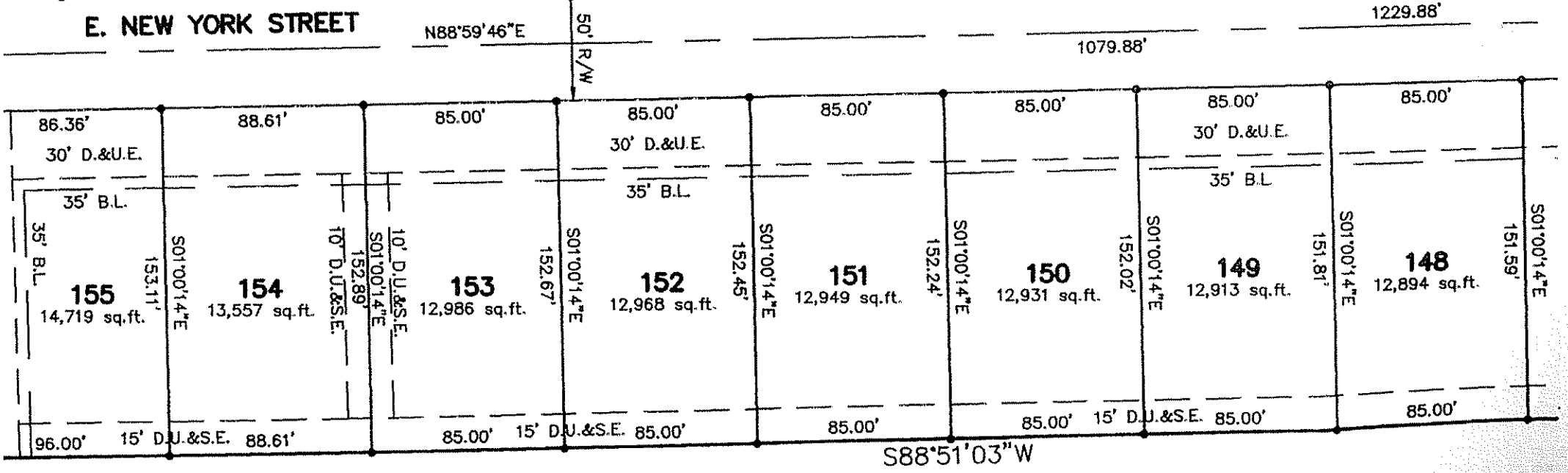
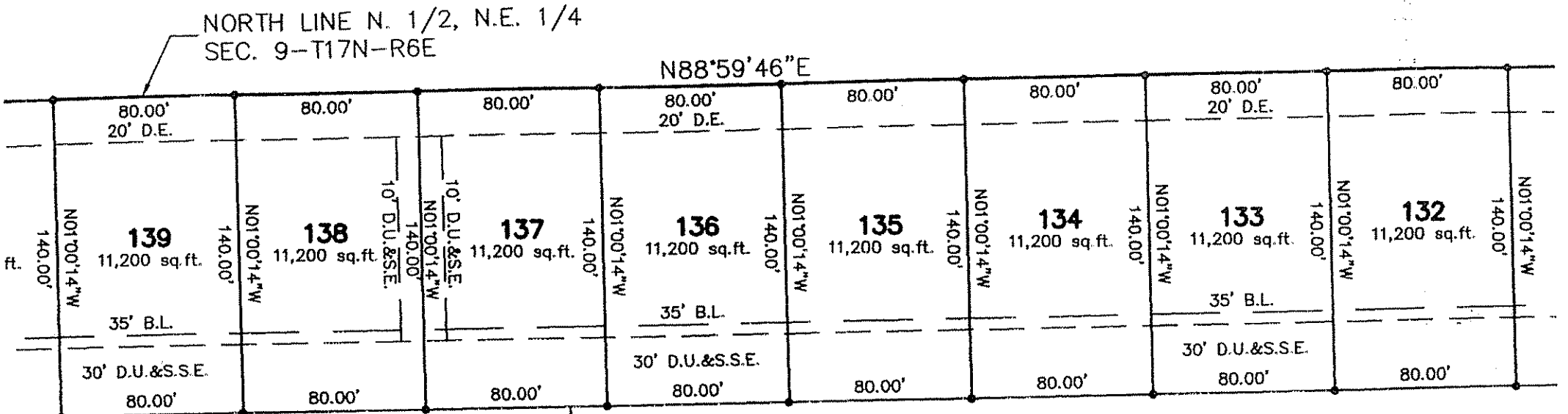
TIMBER RIDGE SEC. 6
INST. #96-13610
P.C. #8, SLIDE 212

TIMBER RIDGE SEC. 4
INST. #96-8044
P.C. #8, SLIDE 296&297

DULY ENTERED FOR TAXATION

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT
C-28	10.00'	15.68'	0.07'



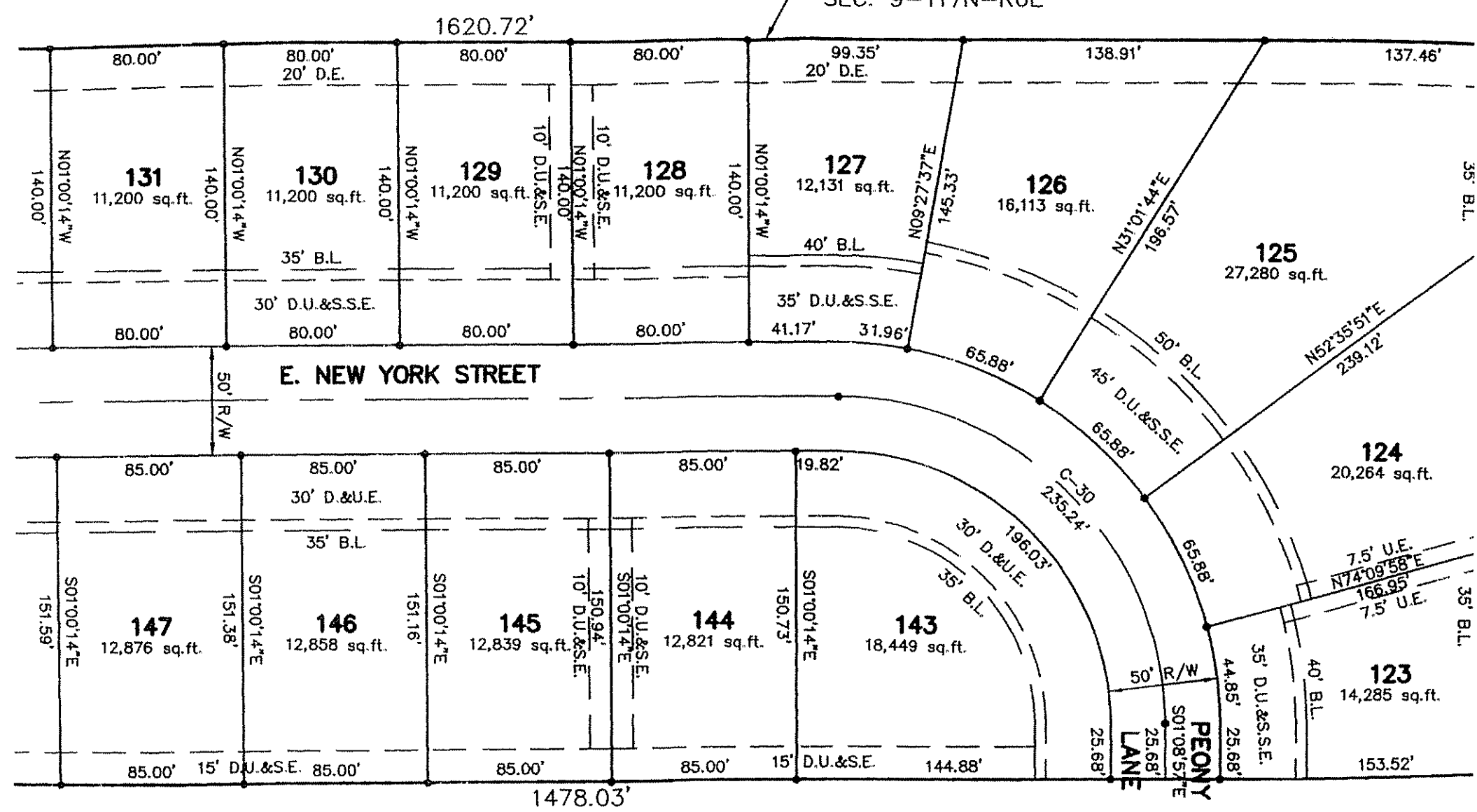
TIMBER RIDGE
 SEC. 4
 INST. #96-8044
 P.C. #B, SLIDE 296&297

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-28	10.00'	15.68'	9.97'	14.12'	N46°04'36"W	89°51'16"

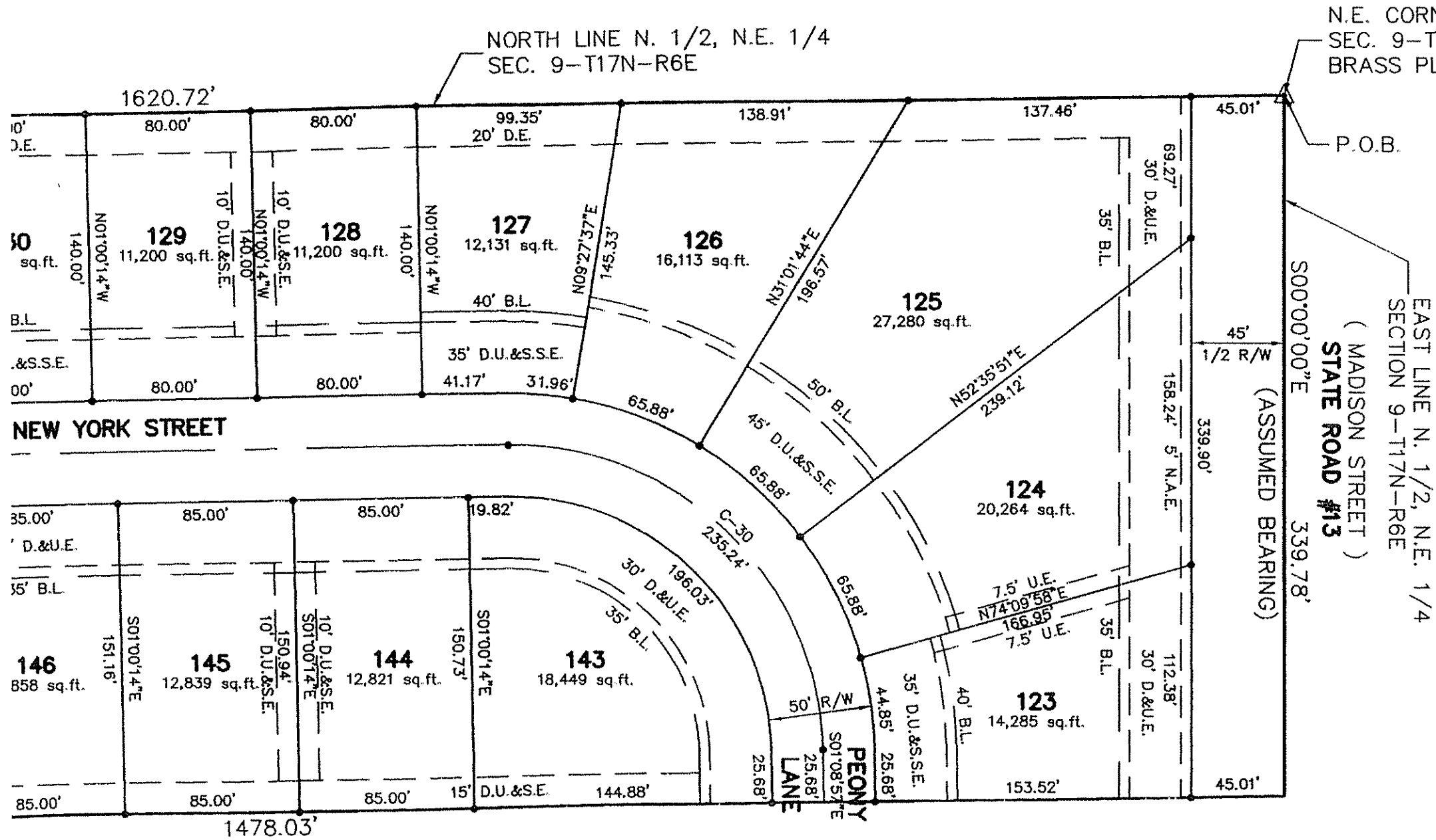
DULY ENTERED
 FOR TAXATION

NORTH LINE N. 1/2, N.E. 1/4
SEC. 9-T17N-R6E



TIMBER RIDGE
SEC. 4
INST. #96-8044
P.C. #B, SLIDE 296&297

CURVE TABLE



TIMBER RIDGE
 SEC. 4
 INST. #96-8044
 P.C. #B, SLIDE 296&297

TIMBER RIDGE
SECTION 5

I, the undersigned Registered Land Surveyor, hereby certify that to the best of my knowledge, information and belief, the attached plat correctly represents a part of the North Half of the Northeast Quarter of Section 9, Township 17 North, Range 6 East in Hancock County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Half Quarter Section; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on the East line of said Half Quarter Section 339.78 feet to the Northeast corner of Timber Ridge, Section 4 recorded as Instrument Number 96-8044, Plat Cabinet #B, Slide 296 & 297 in the Office of the Recorder of Hancock County, Indiana; the following 3 courses are along the boundary of said Timber Ridge, Section 4: (1) South 88 degrees 51 minutes 03 seconds West 1478.03 feet; (2) South 01 degrees 08 minutes 57 seconds East 50.00 feet; (3) South 88 degrees 51 minutes 03 seconds West 125.00 feet to a point on the eastern boundary of Timber Ridge, Section 6 recorded as Instrument Number 96-13610, Plat Cabinet #B, Slide 212 in the Office of the Recorder of Hancock County, Indiana; the following three courses are along the boundary of said Timber Ridge, Section 6: (1) North 01 degrees 08 minutes 57 seconds West 253.80 feet; (2) South 88 degrees 59 minutes 46 seconds West 11.23 feet; (3) North 01 degrees 00 minutes 14 seconds West 140.00 feet to a point on the North line of the North Half of the Northeast Quarter of Section 9, Township 17 North, Range 6 East; thence North 88 degrees 59 minutes 46 seconds East on the North line of said Half Quarter Section 1620.72 feet to the place of beginning of this description, containing 12.783 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 35 lots Numbered 123-157 (both inclusive). The size of lots and widths of the streets are shown in feet and decimal parts thereof.

Witness my signature this 17 day of October, 1997.

METS/1702155
April 25, 1997



Dennis D. Olmstead
Registered Land Surveyor
No. 900012



SURVEYOR'S CERTIFICATE


I, Dennis D. Olmstead, hereby certify that I am a Land Surveyor registered in compliance with

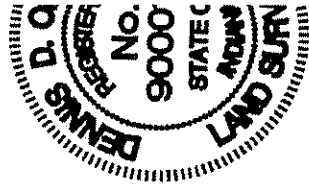
minutes 57 seconds West 253.80 feet; (2) South 88 degrees 59 minutes 46 seconds West 11.23 feet; (3) North 01 degrees 00 minutes 14 seconds West 140.00 feet to a point on the North line of the North Half of the Northeast Quarter of Section 9, Township 17 North, Range 6 East; thence North 88 degrees 59 minutes 46 seconds East on the North line of said Half Quarter Section 1620.72 feet to the place of beginning of this description, containing 12.783 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 35 lots Numbered 123-157 (both inclusive). The size of lots and widths of the streets are shown in feet and decimal parts thereof.

Witness my signature this 17 day of October, 1997.

NETES\1782155
April 28, 1997



Dennis D. Olmstead
Registered Land Surveyor
No. 900012

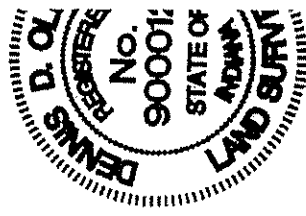


SURVEYOR'S CERTIFICATE

I, Dennis D. Olmstead, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby further certify that I have surveyed the property described in the above caption and that I have subdivided the same into blocks and lots as shown on the hereon drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown will be set and all lots will be staked within 60 days after the street construction is completed. Dimensions shown are in feet and decimal parts thereof.


FORMS/SURCERT


Dennis D. Olmstead
Registered Land Surveyor
No. 900012



DAILY ENTERED
FOR TAXATION

OCT 17 1997


Auditor of Hancock County

Gene M. Wilson
HANCOCK COUNTY RECORDER

1231 1997 OCT 20 AM 9:44

SLIDE: 342

CABINET: B

INSTRUMENT # 97-11231

COUNTY APPROVAL

HANCOCK COUNTY AREA PLAN COMMISSION:

This is to certify that this plat has been approved by the Hancock County Area Plan Commission the 28th day of June, 1997, under the authority provided by Chapter 174 Act of 1947 of the General Assembly, State of Indiana and all sets appendatory thereto.

John D. Kennedy

Steven R. Rogers

HANCOCK COUNTY COMMISSIONERS:

This is to certify that this plat has been approved and accepted for Record by the Hancock County Board of Commissioners, by resolution adopted by said Commissioners, this 17th day of October, 1997 under the authority proved by Chapter 47, Acts of 1951, of the General Assembly, State of Indiana, and in accepting this plat all previous plats of said lands are hereby canceled and superseded.

Armin Apple

Armin Apple, President

Roger Wilson

Roger Wilson

Amos W. Plank

Amos W. Plank

BOARD OF COMMISSIONERS

DEED OF DEDICATION

We, the undersigned Crossmann Communities, Inc., owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Timber Ridge, Section 5. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which lines and property line of the streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. 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 their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

FORMS/DEED

CERTIFICATE OF OWNERSHIP

State of Indiana }
County of Hancock } SS:
JOHN B. SCHELMANN

I, Richard H. Crosser, do hereby certify that I am the owner of the premises described in the

General Assembly, State of Indiana, and in accepting this plat all previous plats of said lands are hereby canceled and superseded.

Armin Apple
Armin Apple, President

Roger Wilson
Roger Wilson
Timothy W. Plank
Timothy W. Plank

BOARD OF COMMISSIONERS

DEED OF DEDICATION

We, the undersigned Crossmann Communities, Inc., owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Timber Ridge, Section 5. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which lines and property line of the streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. 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 their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

FORMS/DEED

CERTIFICATE OF OWNERSHIP

State of Indiana }
County of Hancock } SS:

JOHN B. SCHEUMANN

I, Richard H. Grosser, do hereby certify that I am the owner of the property described in the above caption and that as such owner I have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as my own free and voluntary act and deed.

This subdivision shall be known and designated as Timber Ridge, Section 5, a subdivision in Hancock County, Indiana.

Owner
Crossmann Communities, Partnership
an Indiana general partnership

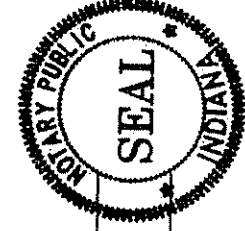
By: Richard H. Grosser
General Partnership,
Inc.

Richard H. Grosser
Vice President of Trimark Development, Inc.

State of Indiana }
County of Hancock } SS
Marshall

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Grosser, Vice President of Trimark Development, Inc., the General Partner of Crossmann Communities Partnership, an Indiana general partnership, and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 15th day of September, 1997.



Shirley J. White
Notary Public
Shirley J. White
Printed Name

County of Residence: Hendricks
My commission expires: May 21, 2001

TIMBER RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENT: That Crossmann Communities Partnership, an Indiana limited partnership, by Trimark Development, Inc., General Partner; Owner of the land shown and described hereon, has caused to be made the attached plat entitled "TIMBER RIDGE", the same being a subdivision of the Northeast Quarter of Section 9, Township 17 North, Range 6 East, in Vernon Township, Hancock County, Indiana. This subdivision shall be an addition to the Town of Fortville. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

1. The express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.
 2. The official zoning regulations now in effect, "R1 RESIDENCE DISTRICT," or as the same may be amended from time to time, changed or amended applicable to the area within which the subdivision is located shall be observed.
 3. There are strips of ground marked "UTILITY EASEMENTS" shown on this plat which are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewer, drains, ducts, lines and wires and other equipment used in the provision of utility service to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part thereof, except fences, shall be built, erected or maintained on said utility easement.
 4. There are strips of ground marked "DRAINAGE EASEMENTS" shown on this plat which are hereby reserved for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the easements to maintain such areas in such conditions that the flow of storm drainage water on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the plat, upstream or downstream, affected by such use and for such governmental or department which is deemed appropriate. Such governmental agency or department is hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.
- It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Town of Fortville and or the Hancock County Drainage Board and the requirements of all drainage permits for this plat.
- a. There are easements and servitudes upon the land within the plat in favor of surface water runoff along natural valleys and drainage channels running to owners of other land contained within the plat, upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.
 - b. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock Drainage Board (Commissioners). 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 are installed as set out in Section 7-47 (5) of the Hancock County Subdivision Control Article and as subsequently amended.
 - c. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage after which time, if not action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

Finally, failure to so comply with the Federal Housing Administration lot grading regulations and recommendations or construction of any building area including basements or lower levels of multi-level homes, below the minimum pad elevations shown on the "Drainage Plan," shall operate as a waiver and release of the developer, his engineer and agents from all liability as to damage caused by storm water of storm drainage.

5. 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 detached single family dwelling. No home shall exceed two and one half stories or thirty-five feet in height.
6. Front building lines are hereby established as shown on the foregoing plat between which lines and the right-of-way lines there shall be erected, placed, or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Review Committee will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and 35 feet measured perpendicularly

owners of other land contained within the plat, upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

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5. 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 detached single family dwelling. No home shall exceed two and one half stories or thirty-five feet in height.
 6. Front building lines are hereby established as shown on the foregoing plat between which lines and the right-of-way lines there shall be erected, placed, or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Review Committee will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and 35 feet measured perpendicularly from these public-right-of-way lines unless otherwise dimensioned.
 7. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of twelve hundred (1200) square feet. In the case of a structure of more than one story, at least seven hundred and fifty (750) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.
 8. An Architectural Review Committee is hereby created, whose initial members will be appointed by the persons who have executed this plat. Those people who have this plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with rights of appointing additional members. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) calendar days after submission, the committee will be deemed to have approved such plans. Action of the committee need not be at a formal meeting but may be evidenced informally in writing, signed by a majority thereof.
- No single family dwelling, greenhouse, porch, garage, swimming pool, basketball court, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, a building plan showing floor areas and elevations, specifications, and landscaping plan and such other data or information as may be reasonably requested.

9711231

97 OCT 20 AM 9:44

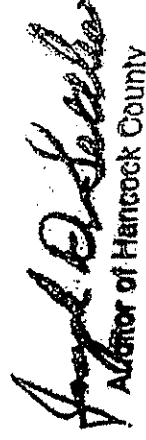
37. 9. Every building or part thereof shall be so located as to provide a minimum side yard on each side of ten (10) feet provided both sides equal at least 20% of the actual lot width, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or a drainage easement which serves lots beyond the lots owned by the common owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same owner or owners, and the drainage easements or utility easements which may separate these lots are not used to provide drainage or utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same owner or owners. Notwithstanding the regulations of the "R1" zoning ordinance the minimum rear yards for any lot within this subdivision shall be ten (10) feet. In addition, the open space which is comprised of the total horizontal area of all covered open space shall comprise at least seventy (70%) of the total area.
38. 10. All driveway shall be paved with concrete or asphalt.
11. All roofs shall have a minimum pitch of 4/12.
12. All homes shall have a minimum two car attached garage.
13. No detached garages or carports of any kind shall be permitted.
14. Every single family dwelling and garage permitted to be constructed or to remain on any lot shall be completed on the exterior within six (6) months from the start of construction, including at least one (1) coat of paint stain or varnish on any exterior wood surfaces. All such structures must be completed in one (1) year.
39. 15. All mailboxes shall be of a uniform design and color specified by the declarant.
16. All roof vents whether plumbing vent stacks, furnace stack or roof ventilation units shall be located on the rear roof and shall be painted of a manufacturer's color to match/blend with the roofing color.
40. 17. No heat pumps, air conditioning units or gas meters will be installed on the front of the house.
41. 18. All landscaping shall be completed within six (6) months from the date of commencement of construction, weather permitting.
19. All fences shall meet the following standards:
a. The Architectural Control Committee must pre-approve all plans and specifications for fences including height, color and type of construction.
b. For noncorner lots no fence shall be installed between the building set-back line and the front of the house facing the street.
c. For corner lots no fence shall be installed between the building set-back line and the side and front of the house facing the two respective streets.
42. 20. Modular-type construction shall not be permitted in the Development. However, pre-fabricated home components such as walls, roof trusses, etc., shall not be considered modular-type construction. In addition no wood foundations of any kind shall be permitted.
43. 21. All gutters and downspouts in the Development shall be painted.
22. No storage sheds, tool sheds, mini-barns and similar type structures shall be allowed except with the prior written approval of the Architectural Control Committee. Any storage shed, tool shed, mini-barn or similar type structure allowed in this subdivision shall be of a permanent type of construction and must conform to the general architecture and appearance of such residence.
23. All swimming pools shall be in-ground, and no above-ground pools shall be permitted.
24. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Development.
25. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any lot, except in an enclosed garage.
26. No satellite dishes, radio towers, CB antennas or other radio or radar equipment shall be permitted.
27. No outside fuel storage tanks shall be permitted above ground. No gasoline storage shall be permitted above or below ground.
28. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.
29. No house footing drain, sump pump or roof water drain shall be discharged into the sanitary sewer or outletted into the street.

- b. For noncorner lots no fence shall be installed between the building set-back line and the front of the house facing the street.
- c. For corner lots no fence shall be installed between the building set-back line and the side and front of the house facing the two respective streets.
20. Modular-type construction shall not be permitted in the Development. However, prefabricated home components such as walls, roof trusses, etc., shall not be considered modular-type construction. In addition no wood foundations of any kind shall be permitted.
21. All gutters and downspouts in the Development shall be painted.
22. No storage sheds, tool sheds, mini-barns and similar type structures shall be allowed except with the prior written approval of the Architectural Control Committee. Any storage shed, tool shed, mini-barn or similar type structure allowed in this subdivision shall be of a permanent type of construction and must conform to the general architecture and appearance of such residence.
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26. No satellite dishes, radio towers, CB antennas or other radio or radar equipment shall be permitted.
27. No outside fuel storage tanks shall be permitted above ground. No gasoline storage shall be permitted above or below ground.
28. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.
29. No house footing drain, sump pump or roof water drain shall be discharged into the sanitary sewer or outletted into the street.
30. Any structure or building permitted to be constructed on any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.
31. The owner of any lot shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such owner shall:
- Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
 - Remove oil debris or rubbish;
 - Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
 - Cut down and remove dead trees;
 - Where applicable, prevent debris and foreign material from entering drainage areas;
 - Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;
 - Shall comply with Fortville's local ordinance.
- The developer shall keep all unsold lots mowed at a maximum height of twelve (12) inches.
32. No outside toilets shall be permitted on any lot in the Development except during the period of construction and then only with the consent of the Committee.
33. No sanitary waste or other wastes shall be permitted to enter the storm drainage system.
34. No signs or advertisements shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Committee, except for the sale of a lot or a residence. However, Developer and designated Builders may use for sale and advertising signs during the sale and development of the subdivision.
35. No animals, livestock or poultry of any kind shall be raise, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept bred or maintained for any commercial purposes. Such household pets shall be kept reasonably quiet and contained, either on a leash or in a fenced area whenever outside, so as not to become a nuisance.
36. No owner of a lot in the Development shall burn or bury out-of-doors, any garbage or refuse. Nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his or her lot.

STATE ()
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County
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W.E
4/28/9
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DULY ENTERED
FOR TAXATION

OCT 17 1997


A Mayor of Hancock County

SLIDE: 343

CABINET: B

INSTRUMENT # 97-11231

37. Sight Obstructions. No sign, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner of lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to all lots within twenty (20) 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.
38. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. The Town of Fortville and Hancock County shall have no rights, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants commitments, restrictions or limitations that expressly run in favor of the Town of Fortville and Hancock County, provided further, that nothing herein shall be construed to prevent the Town of Fortville and Hancock County from enforcing any provisions of the Subdivision Control Ordinance or any conditions attached to approval of this plat by the Plan Committee.
39. These covenants, conditions and restrictions constitute covenants running with the land and shall be effective for a period of twenty years from the date of recordation of the plat, provided that at the expiration of such term such covenants, conditions and restrictions shall be automatically renewed thereafter for periods of ten years each, unless at least one year prior to the expiration of each ten year period, the owners of the majority of the lots in this subdivision shall execute and acknowledge the declaration in writing waiving renewal, and said written declaration shall be recorded in the land records of Hancock County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.
40. Invalidation of any one of these covenants by judgement or court order shall be in no way affect any of the other provisions which will continue to remain in full force and effect.
41. By taking deed to any lot in this subdivision, each owner will become a member of the Timber Ridge Homeowners Association which will be organized as a not-for-profit corporation under the laws of the State of Indiana for the expressed purpose of maintaining any common areas located within the boundaries of Timber Ridge Subdivision (including both present and future sections). The establishment of the Home Owners Association will be outlined and recorded as a separate instrument number.
42. No trees shall be planted in the Hancock County Right-of-Way at any time.
43. (a) Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.
- (b) It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board.
- (c) The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval of the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.
- (d) No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer.
- (When requested in writing, the above covenant may be waived or modified by the Hancock County Drainage Board for good cause.)
- (e) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). 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 are installed as set out in Section 7.1-47 (5) of the Hancock County Subdivision control Article.
- (f) Any property owner altering, changing, or damaging these swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail.

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(When requested in writing, the above covenant may be waived or modified by the Hancock County Drainage Board for good cause.)

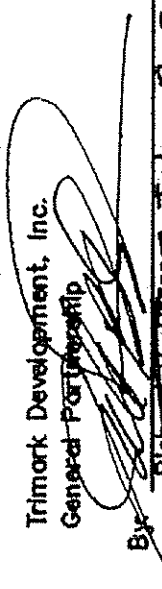
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(f) Any property owner altering, changing, or damaging these swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, no action is taken, the Hancock County Drainage Board (commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

IN WITNESS WHEREOF, witness the signature on behalf of the Developer this 15th day of September 1997.

Crosseman Communities, Partnership
an Indiana general partnership

Trimark Development, Inc.
General Partnership

By  John B. Scheumann
Vice President of Trimark Development, Inc.

STATE OF INDIANA }
COUNTY OF DAVENPORT } SS:

Before me, a Notary Public in and for said County and State, personally appeared Richard H. Cresser, Vice President of Trimark Development, Inc. the General Partner of Crosseman Communities Partnership, and who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions as such President acting for and on behalf of said Corporation, and who, having been duly sworn, stated that any representation therein contained are true.

Witness my hand and Notarial Seal this 15th day of September 1997.

County of Residence:
Hendricks

Signature 

My Commission Expires:
May 21, 2001

Printed Shirley S. White

4/28/94
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