

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF TIMBERGATE SUBDIVISION

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERGATE SUBDIVISION ("Declaration"), is made this 20<sup>th</sup> day of SEPTEMBER, 2012, by Amos Investments Corp., an Indiana Corporation (hereinafter referred to as "Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real estate located in Johnson County, Indiana, and Shelby County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and

WHEREAS, the Real Estate has been referred to as both Amos' Timbergate Subdivision and Timbergate Subdivision; and

WHEREAS, the Real Estate is developed pursuant to a Conceptual Plan that was recorded December 23, 1997 in Shelby County, Indiana and July 31, 2006 in Johnson County, Indiana. The Conceptual Plan was amended March 23, 2004, and extended December 20, 2011; and  
*Book 94 PAGE 157-170*

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Timbergate was first recorded in the Office of the Recorder of Shelby County, Indiana on December 23, 1997, and was later amended and supplemented by document recorded September 10, 1998, further amended and supplemented by document recorded April 19, 2000, further amended and supplemented by document recorded March 23, 2004, further amended and supplemented by document recorded June 23, 2006; and was later supplemented by document recorded December 21, 2006; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of Amos' Timbergate Subdivision was recorded in the Office of the Recorder of Johnson County, Indiana on November 21, 2006;

WHEREAS, Declarant now desires to restate the Declaration of Covenants, Conditions and Restrictions and all its amendments and supplements as a single document; and

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. These restated Covenants, dated this 20<sup>th</sup> day of SEPTEMBER, 2012, shall replace the prior Covenants, Conditions, and Restrictions of Amos' Timbergate Subdivision and its amendments and supplements. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any

*CROSS REFERENCE PLAT Book 6 -197-201*

right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall be for the benefit of the Declarant and every one the Declarant's successors in title to the Real Estate or any part or parts thereof.

ARTICLE I  
General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to provide for the preservation and enhancement of the property values and amenities in Timbergate, to protect the Owners of the Lots in Timbergate against certain activities and development practices, to encourage the erection of attractive homes and improvements in Timbergate, to provide for the maintenance and use of any Common Areas, among other things, and in general to provide for a high quality residential development that will be a good and pleasant place to live.

ARTICLE II  
Definitions For All Purposes of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Timbergate Subdivision. "Timbergate Subdivision" means the Real Estate which has been platted and recorded by Declarant with the Recorders of Johnson and Shelby County, as a subdivision identified and named as "Timbergate Subdivision." "Timbergate Subdivision" is currently composed of multiple sections. Declarant may add additional sections to Timbergate Subdivision as further development takes place.

Section 2. Architectural Control Committee. "Architectural Control Committee" ("Committee") means the committee for Timbergate Subdivision, which shall be composed of up to three members appointed by the Declarant, which shall review and approve all plot plans, certified site plans, construction drawings, landscape plans, and specifications prior to the commencement of construction of any kind, whether new construction or an alteration, within Timbergate Subdivision.

Section 3. Association. "Association" shall mean and refer to Timbergate Community Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns.

Section 4. Common Area(s). "Common Area(s)" shall mean all real estate owned by the Association in Timbergate Subdivision, and including any improvements now or hereafter located thereon, after title thereto is deeded to the Association, but not including any public streets or public improvements to be maintained by any governmental entity.

Section 5. Declarant. "Declarant" means Amos Investment Corp., or any other person, firm, corporation or partnership which succeeds to the interest of Amos Investment Corp.

Section 6. Drainage System. "Drainage System" means the storm sewers, subsurface drainage tiles, surface drainage, pipes and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of directing and expediting the drainage of surface and subsurface waters from, over, and across Timbergate Subdivision.

Section 7. Easements. "Easements" refer to those areas reserved as easements on the plat of Timbergate Subdivision.

Section 8. Lot. "Lot" means any of the separate parcels as identified on the plat of Timbergate Subdivision.

Section 9. Mortgagee. "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

Section 10. Owner. "Owner" means any person or persons who holds legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto. Upon the formation of Timbergate Community Association, Inc. by the Declarant, all Owners shall be members in the association.

Section 11. Sections. "Section" refers to a part of Timbergate Subdivision. When used in this document in conjunction with a number (Ex: Section One) it includes those lots that are indicated in the Conceptual Plan. In the event a section is designated in a way that is not consistent with the Conceptual Plan or is not otherwise referenced in this document, those restrictions that would have applied to the lot based on the original section designation in the Conceptual Plan shall still apply. Provided, however, in the event of any conflict between the restrictions created based on the original designation and the restrictions created by any other validly recorded document, the more restrictive condition shall apply to the lot.

Section 12. Sewage System. "Sewage System" means any sanitary sewer lines, lift stations, equipment, or facilities located in, upon, or under the Common Areas, Easements, or Streets and designed to provide for the discharge, disbursement, or treatment of sanitary sewage from any or all Lots and Common Areas, as the same are or may be constructed at any time, and any replacement thereof or substitute therefore.

Section 13. Streets. "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as will be shown on the plats of Timbergate Subdivision, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

ARTICLE III  
General Restrictions

Section 1. Contractor Approval. No construction shall commence upon any Lot until the Committee has approved in writing the building contractor proposed, or proposing, to do the construction, and the certified site plans, construction drawings, and specifications of the construction have been approved by the Committee as described herein.

Section 2. Construction Period. All construction activity, including landscaping, must be completed within twelve (12) months from the date of issuance of a building permit. If construction has not commenced on a Lot (or the first Lot of adjoining multiple Lots) by the time a residence is completed on each side of the Lot (or adjoining multiple Lots), the Lot (or adjoining multiple Lots) must be seeded and sidewalks must be installed within ninety (90) days of the completion date of construction on each side of the Lot.

Section 3. Maintenance of Premises. In order to maintain the appearance of property within Timbergate, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Owner shall maintain the Lot and improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly, and specifically, Owner shall:

(a) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Grass allowed to grow to a height in excess of six inches (6") shall be deemed unsightly.

(b) Keep the exterior of all improvements in such state of repair or maintenance so as to avoid their becoming unsightly as may be determined by the Committee in its sole discretion.

(c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the Lot and/or Timbergate Subdivision.

Section 4. Residential Purpose. Lots shall be used exclusively for residential purposes. No building shall be erected, altered, placed or permitted on any Lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars.

Section 5. Garage Sales. No Lot owner may conduct a yard sale, garage sale, rummage sale or flea market sale on any Lot unless approved in writing beforehand by the Committee.

Section 6. Setbacks Section One. No building shall be located nearer to the front Lot line or nearer to the side street line than Twenty-five feet (25'). The minimum aggregate width of side yards for any Lot shall be Twenty feet (20'), and no part of any building shall be located less than Five feet (5') from any line separating Lots. The minimum rear yard shall be Twenty feet (20'). No part of any building shall be located within any easement as shown on the plat. For purposes of this

covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot, including eaves, steps, and open porches, to encroach upon another Lot.

Setbacks Sections One A and One B. No building shall be located nearer to the front Lot line or nearer to the side street line than Twenty-five feet (25'). The minimum aggregate width of side yards for any lot shall be Zero feet (0') along lot lines coincident with common or party walls for duplex units and along all other lot lines provided that a minimum distance of Twelve feet (12') shall be maintained between primary buildings. The minimum rear yard shall be Twenty feet (20'). No part of any building shall be located within any easement as shown on the plat. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a building on a Lot, including eaves, steps, and open porches, to encroach upon another Lot.

Setbacks Section 2. No building shall be located nearer to the front Lot line or nearer to the side street line than twenty-five feet (25'). The minimum aggregate width of side yards for any Lot shall be twenty feet (20'), and no part of any building shall be located less than Five feet (5') from any line separating Lots. Provided, however, for lots contained within Reagan Park, the minimum aggregate width of side yards for any lot should be twelve feet (12'). The minimum rear yard shall be Twenty feet (20'). No part of any building shall be located within any easement as shown on the plat. For purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot, including eaves, steps, and open porches, to encroach upon another Lot.

Setbacks Section 3, 4, and 4A. No building shall be located nearer to the front Lot line or nearer to the side street line than twenty-five feet (25'). The minimum aggregate width of side yards for any Lot shall be twenty feet (20'), and no part of any building shall be located less than Five feet (5') from any line separating Lots. Provided, however, for lots contained within Kennedy Park, the minimum aggregate width of side yards for any lot should be twelve feet (12'). The minimum rear yard shall be Twenty feet (20'). No part of any building shall be located within any easement as shown on the plat. For purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot, including eaves, steps, and open porches, to encroach upon another Lot.

Section 7. Front and Side Yard Sodding. The front and side yards of all Lots shall be sodded within twelve (12) months from the date of issuance of the building permit.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.

Section 9. Inoperative Parked Vehicles. Unlicensed or inoperative vehicles shall not be permitted to remain on any Lot, Common Area, street or easement within Timbergate Subdivision

for a continuous period in excess of forty-eight (48) hours unless kept entirely within a garage. Overnight parking on any street of Timbergate Subdivision shall be prohibited.

Section 10. Trucks, Boats, Recreational Vehicles. Heavy equipment, tractors, commercial vehicles, semi-trucks, trailers, mobile homes, recreational vehicles, boats, boat utility trailers, and all other similar equipment shall not be permitted to be kept on any Lot unless entirely kept within a garage. Trucks, except those pickup trucks of 2,500 pounds capacity or less, shall not be permitted to be kept on any Lot.

Section 11. Nuisances. No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

Section 12. Drainage Ditches. 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 Town of Edinburgh. 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.

Any 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 Town of Edinburgh may cause said repairs to be accomplished at the Owner's expense. Failure to pay such expenses immediately upon receiving a bill for such repairs shall create and constitute a lien on the Owner's Lot which shall be subject to an action to foreclose.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professionally manufactured sign of not more than five square feet advertising the property for sale.

Section 14. Sidewalks. Sidewalks are to be installed by the Owner on or before the completion of construction of house. Lot Owners who do not commence construction at the time of purchasing a lot must install sidewalks within 90 days from the time the house on each side has been occupied.

Section 15. Mining Operations. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use and are confined, at all times, within the

boundaries of their Owner's Lot, unless restrained by a leash and attended by their Owner. No outdoor kennels, doghouses, or other structures designed or used as a shelter for any such pets shall be permitted on any Lot. In every case, dogs, cats, and other household pets which are excepted under this section, shall be kept in a manner that does not constitute any annoyance to the Owners of other Lots, and does not adversely affect their use and enjoyment of their property.

Section 17. Rubbish, Trash, Garbage and Recyclables. Rubbish, trash, garbage, other waste, and recyclable materials shall not be dumped or accumulated on any Lot. All such materials shall be kept in appropriate containers which are not visible from the street, except on collection days.

Section 18. Field Tiles. Any field tile or underground drain which is on any Lot must be allowed to perpetuate.

Section 19. Minimum Living Space–Section One. The minimum square footage of living space of dwellings within Timbergate Section One, exclusive of porches, garages, or basement shall be no less than:

(a) 1500 square feet for single story dwellings; and

(b) 2200 square feet (aggregate) for two-story dwellings, a minimum of 900 square feet of which shall be on the first floor of the dwelling

Minimum Living Space–Section One A and One B. The minimum square footage of living space of dwellings within Timbergate Section One A and Section One B, exclusive of porches, garages, or basement shall be no less than:

(a) 1000 square feet for single story dwellings; and

(b) 2200 square feet (aggregate) for two-story dwellings, a minimum 900 square feet of which shall be on the first floor of the dwelling

Minimum Living Space–Sections 2, 3, 4, and 4A. The minimum square footage of living space of dwellings within Timbergate Sections 2, 3, 4, and 4A exclusive of porches, garages, or basement shall be no less than:

(a) 1500 square feet for single story dwellings; and

(b) 2200 square feet (aggregate) for two-story dwellings, a minimum of 900 square feet of which shall be on the first floor of the dwelling

Section 20. Exterior Construction Materials. The main level exterior walls of all dwellings to be constructed within Timbergate Subdivision shall be masonry except for design and accent features as approved by the Committee. The Committee may approve specific architectural styles and designs for dwellings within Timbergate Subdivision that do not comply with the masonry requirement of this section if the Committee believes that the proposed design would be harmonious

with and compliment the other dwellings in Timbergate Subdivision and serve the underlying purposes of this Declaration.

Section 21. Exterior Colors. All exterior colors of any dwelling to be constructed within Timbergate Subdivision shall be approved by the Committee prior to construction.

Section 22. Driveways and Carports. All driveways must be paved with concrete, or other all-weather surface excluding gravel and asphalt. No carports are permitted.

Section 23. Communication devices. No receiving or transmitting antenna shall be located on any Lot, except entirely inside a dwelling. No satellite receiving or reception disk, dish, antenna, or other device shall be permitted on any Lot, except entirely inside a dwelling or except for one (1) such disk, dish, antenna, or device being thirty-nine inches (39") or less in diameter or diagonal measurement as specifically approved by the Committee in writing and in advance. To the extent any of the foregoing restrictions are prohibited or unenforceable pursuant to any law or regulation, then the Committee shall approve the size, location, and placement of any such disk, dish, antenna, or other device on any Lot to the extent it must do so under applicable law or regulation.

Section 24. Mail Boxes. Mailboxes will be uniform and the type may be specified by the Declarant. Mailboxes will be furnished by the Owner.

Section 25. Yard Lights. Post lights shall be mounted in each yard in a standard location as specified by the Declarant, and shall be operated by photoelectric cells, installed as a part of the original development of each Lot. Owners shall be prohibited from removing or altering the appearance of the post lights in any manner except to repair, maintain, or replace the post lights as necessary to maintain the uniform appearance as specified by the Declarant. Owners shall keep their yard lights in good repair at all times.

Section 26. Wells, Septic Tanks, and Sump Pumps. Septic tanks shall be prohibited on all Lots. All dwellings shall be served by a public water supply. All sump pump lines shall be maintained by the Owner of each Lot in a manner which complies with all applicable laws, statutes, ordinances, rules, and regulations of any governing authority in a manner which does not constitute a nuisance or inconvenience for any other Owner. Wells shall be prohibited on all Lots, unless approved for irrigation purposes by the Town of Edinburgh.

Section 27. Swimming Pools. Above-ground swimming pools are prohibited. In-ground swimming pools shall comply with all applicable regulations.

Section 28. Construction, Earth-Moving Excavation. No construction, significant earth moving, or excavating work of any nature may be conducted on any Lot except during the course of initial construction and development.

Section 29. Landscaping. Landscaping shall be maintained on each lot in a manner deemed appropriate by the Committee, as set forth herein. Declarant, in its sole discretion, may plant one tree on each lot.



ARTICLE IV  
Declarant's Right to Guarantee Compliance

In the event the Owner of any Lot in Timbergate Subdivision shall fail to maintain that Lot or any of its improvements situated thereon in accordance with the provisions of these Covenants, Conditions and Restrictions, the Declarant, shall have the right, but not the obligation, by and through its agents and employees or contractors to enter upon said Lot, and perform such acts as may be reasonably necessary to make such Lot and improvements thereon, if any, conform to the requirements of these Covenants, Conditions and Restrictions. The cost thereof to the Declarant shall be collected in any reasonable manner from the Owner. Neither the Declarant nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Declarant's right to guarantee compliance with the Covenants, Conditions and Restrictions shall not preclude the enforcement of these restrictions by the Owner of any Lot or the Association.

ARTICLE V  
Timbergate Community Association

Section 1. Association. Once established by Declarant, all Lot Owners in Timbergate, their assigns or successors, shall be Members in Timbergate Community Association, Inc. ("Association"), an Indiana non-profit corporation, or any successor to this organization, and shall be subject to all rules and regulations thereof.

Section 2. Purpose. At the time that the Association is established, it will then assume all responsibilities previously undertaken by Declarant, but not the reserved rights of Declarant to amend this Declaration, including enforcement of all Covenants, performing or contracting work, creation and enforcement of any property rules, determining annual and special assessment amounts, collecting assessments, electing a Board of Directors and its officers.

The Association shall reasonably maintain and repair and has the power and authority to manage and regulate the use of all real estate and Common Areas owned by the Association, and all improvements located thereon but not including the maintenance or repair of any streets or public improvements to be maintained by any governmental entity.

The Association shall also have the duty to pay all property taxes lawfully owed on all property owned by the Association, as the same become due and owing.

Section 3. Management. The management of the Association shall be vested in a Board of Directors in accordance with the Code of By-laws of the Association. Provided, however, declarant shall be a member of the Board of Directors so long as declarant owns or holds title to ten (10) or more lots in Timbergate.

Section 4. Dues. Each Member of the Association shall pay annual dues and special assessments to the Association in an amount determined by the Association according to the

procedures outlined in its Bylaws. If dues or special assessments are unpaid, the Association may place a lien upon any Lots owned by a member.

Section 5. Collection. The Association has the right to collect by any means any dues or assessments imposed upon any Member, including, but not limited to, bringing an action at law or placing and foreclosing liens upon any Lots owned by a member. In any legal proceedings to collect unpaid dues or assessments, the Association shall be entitled to recover attorney fees, court costs and any other expenses of collection.

Section 6. Reservation of Declarant. In order to promote the development of Timbergate, Declarant, so long as Declarant owns or holds title to ten (10) or more lots, shall be entitled to at least Fifty-One Percent (51%) voting interest in the Association. Therefore, ten (10) of declarant's lots shall each be entitled to at least twenty-five (25) votes, per lot, in any matters voted on by the members of the Association.

Section 7. Additional Associations. Additional lot owner associations may be formed within Timbergate Subdivision. Members of any such association shall continue to be members of Timbergate Community Association, Inc., and shall be subject to all obligations incidental to their membership in the Timbergate Community Association, Inc. If any additional associations are formed, Timbergate Community Association, Inc. and the Architectural Control Committee shall have final authority in approving all decisions related to this Restatement, including the General Conditions outlined in Article III and Architectural Control outlined in Article VI. In the event of any conflict between provisions related to Timbergate Subdivision (this Declaration and the rules and regulations of Timbergate Community Association, Inc.) and the provisions of any of the additional associations (the covenants establishing and the rules and regulations of the additional association), the provisions of Timbergate Subdivision shall control.

Section 8. Association Documents. A copy of the property by-laws are attached as Exhibit B to this Restatement of Covenants. Any documents adopted by the association may be amended pursuant to the terms of the by-laws.

## ARTICLE VI Committee

Section 1. Appointment of Committee. The Declarant shall appoint an Architectural Control Committee for Timbergate Subdivision, which may be composed of up to three (3) members. As long as Declarant owns 10 lots within Timbergate, Declarant shall be a member of the Committee. At the time that Declarant owns 10 or less lots within Timbergate, three (3) members of the Committee shall be appointed by the Timbergate Community Association, Inc.

Section 2. Construction Approvals. No construction of any kind, including additions, alterations, fences, screens and walls, shall begin within Timbergate Subdivision until a certified site plan and plans and specifications have been submitted to and approved by the Committee. The plans and specifications of and location of all buildings, structures, and other improvements shall be in compliance with all building and other applicable regulatory codes, and shall also comply with

zoning covenants and restrictions which are applicable to the Real Estate. Disapproval of plans and specifications and/or plot plans may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of the Committee. Neither the Committee nor the Declarant shall be responsible for any defects in such plans or specifications, or in any building, structure, or improvement erected according to such plans and specifications.

The plans and specifications submitted to the Committee shall contain a certified site plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Committee. The required landscaping, driveways and sidewalks shall be completed at the time of completion of the building, or as soon as weather and season permit.

Section 3. Powers of Committee.

a. In General. No dwelling, building, structure, improvement, exterior alteration or change of original color or material shall be constructed, placed or performed on any Lot in Timbergate Subdivision unless the Committee approves such construction or alteration. An approval may be requested by written application to the Committee from the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or alteration. Such plans shall include certified site plans where applicable, showing the location of all improvements existing under or upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require.

b. Specific. The Committee may adopt and enforce rules, guidelines, and specifications for the construction of dwellings, buildings, structures, and other improvements, in Timbergate Subdivision, including but not limited to approved construction materials, colors, and designs. The Committee shall require that all front and side yards be sodded at the time the initial construction is completed and landscaped in a manner deemed appropriate by the Committee with trees and shrubs of a type and size which may be specified by the Committee.

Section 5. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fourteen (14) days after all required information shall have been submitted to it. One Copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons.

Section 6. Liability of Committee. Neither the Committee nor any agents thereof, nor the Declarant, shall be liable or responsible in any way for any defects in any plans, specifications or the materials submitted to it, nor for any defects in any work done according thereto.

Section 7. Inspection. The Committee may inspect work being performed to assure compliance with these Covenants, or the conditions of any approval granted by the Committee.

ARTICLE VII  
General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, and conditions contained in this declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against an Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

Section 5. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions thereof.

Section 6. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 7. Deed Clause to Implement Declaration. Each owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants and Restrictions for Timbergate Subdivision pertaining to the Real Estate hereby granted, which is recorded in the Office of the Recorder of Johnson County, Indiana, and/or in Shelby County, Indiana and properly identifying the instrument number therein.

However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

Section 8. Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 9. Reservations of Declarant. The provisions of Article VII hereof notwithstanding, Declarant, so long as Declarant owns or holds title to one or more Lots, hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant without the approval or consent of the Owners or Mortgagees of the Lots; provided that Declarant shall not be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligating imposed by the Declaration on any Owner. At any time after the formation of the association, the Association may, upon a two-thirds vote of its members, make amendments to this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date first above written.

AMOS INVESTMENT CORP.

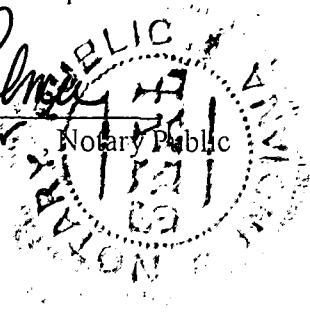
By: Cheryl Conover Stroud  
Cheryl Conover Stroud, Vice President

ATTEST:

Deborah A. Cook  
Deborah A. Cook, Secretary/Treasurer

STATE OF INDIANA        )  
                                  )  
                                  )        SS:  
COUNTY OF JOHNSON    )

Before me, a Notary Public in and for said County and State, personally appeared Cheryl Conover Stroud, Vice President of Amos Investment Corp., and who acknowledges the execution of the foregoing, and who having been duly sworn upon her oath, stated that the representations therein contained are true.

*Teresa A. Palmer*  
\_\_\_\_\_  
Teresa A Palmer  
Notary Public  


My Commission Expires: 8/17/2020  
My County of Residence: Bartholomew

This instrument was prepared by Michael P. McIver, attorney-at-law, SHARPNACK BIGLEY STROH & WASHBURN LLP, 321 Washington Street, Columbus, IN 47201.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael P. McIver

TIMBERGATE GOLF COMMUNITY

Exhibit "A"

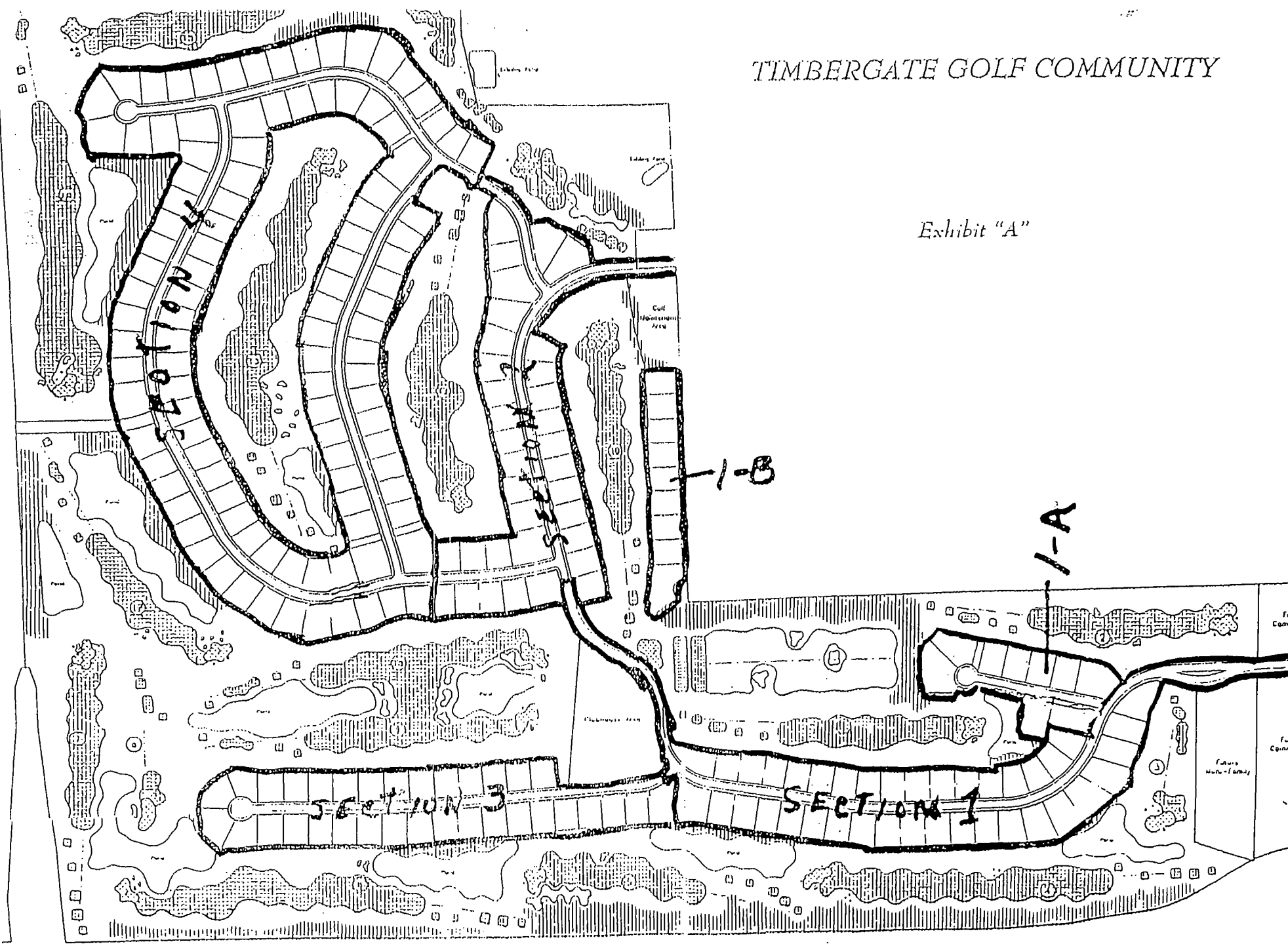


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A LAND BOUNDARY DESCRIPTION OF  
TIMBERGATE SUBDIVISION  
EDINBURGH, INDIANA

—  
MAY 14, 1997

A part of the East Half of the Southeast Quarter of Section 34, Township 11 North, Range 5 East, Johnson County, Indiana, described as follows: BEGINNING at a point on the eastern line of said half-quarter section North 02 degrees 01 minute 11 seconds West 412.54 feet from the railroad spike found at the southeast corner of said half-quarter section; thence North 69 degrees 18 minutes 04 seconds West 69.73 feet; thence North 64 degrees 56 minutes 47 seconds West 500.00 feet; thence North 89 degrees 35 minutes 06 seconds West 24.89 feet; thence South 00 degrees 17 minutes 45 seconds East 212.35 feet; thence South 06 degrees 57 minutes 37 seconds West 124.51 feet; thence South 75 degrees 25 minutes 27 seconds West 185.88 feet; thence North 62 degrees 22 minutes 21 seconds West 175.57 feet; thence North 03 degrees 02 minutes 42 seconds East 153.62 feet; thence North 03 degrees 23 minutes 43 seconds East 96.94 feet; thence North 07 degrees 51 minutes 02 seconds West 95.35 feet; thence North 10 degrees 42 minutes 51 seconds West 95.35 feet; thence North 13 degrees 42 minutes 15 seconds West 95.91 feet; thence North 14 degrees 52 minutes 59 seconds West 438.91 feet; thence North 01 degree 57 minutes 10 seconds East 140.33 feet; thence North 43 degrees 03 minutes 50 seconds East 140.70 feet; thence North 56 degrees 11 minutes 30 seconds East 234.59 feet; thence South 33 degrees 48 minutes 30 seconds East 125.00 feet; thence North 56 degrees 11 minutes 30 seconds East 20.00 feet; thence North 33 degrees 48 minutes 30 seconds West 125.00 feet; thence North 56 degrees 11 minutes 30 seconds East 88.20 feet; thence North 36 degrees 56 minutes 58 seconds East 72.23 feet; thence North 33 degrees 25 minutes 11 seconds East 100.12 feet; thence South 59 degrees 26 minutes 33 seconds East 120.00 feet; thence North 30 degrees 33 minutes 27 seconds East 105.18 feet to the beginning of a curve concave to the southeast having a radius of 262.39 feet; thence northeasterly, and easterly 197.31 feet along said curve through a central angle of 43 degrees 05 minutes 09 seconds to the point of intersection with a non-tangent line; thence North 16 degrees 21 minutes 25 seconds West 72.48 feet; thence North 35 degrees 13 minutes 38 seconds East 203.44 feet; thence North 76 degrees 56 minutes 48 seconds East 64.30 feet to the beginning of a non-tangent curve concave to the east having a radius of 425.00



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feet and to which beginning a radial line bears South 76 degrees 56 minutes 48 seconds West; thence northerly 82.39 feet along said curve through a central angle of 11 degrees 06 minutes 24 seconds; thence North 01 degree 56 minutes 48 seconds West 110.31 feet; thence North 88 degrees 27 minutes 49 seconds East 34.09 feet to the east line of said quarter section; thence South 02 degrees 01 minute 11 seconds East 619.61 feet along said east line; thence South 87 degrees 28 minutes 57 seconds West 254.50 feet; thence North 59 degrees 26 minutes 33 seconds West 70.19 feet; thence South 30 degrees 33 minutes 27 seconds West 205.47 feet to the beginning of a curve concave to the northwest having a radius of 375.00 feet; thence southwesterly 40.56 feet along said curve through a central angle of 06 degrees 11 minutes 48 seconds to the point of intersection with a non-tangent line; thence South 49 degrees 25 minutes 24 seconds East 160.58 feet; thence North 40 degrees 34 minutes 36 seconds East 125.00 feet; thence South 51 degrees 44 minutes 26 seconds East 99.13 feet; thence South 60 degrees 49 minutes 05 seconds East 85.94 feet; thence South 66 degrees 49 minutes 36 seconds East 97.41 feet; thence South 66 degrees 57 minutes 15 seconds East 8.64 feet to the east line of said quarter section; thence South 02 degrees 01 minute 11 seconds East 331.19 feet along said east line; thence North 66 degrees 57 minutes 15 seconds West 383.85 feet; thence North 52 degrees 58 minutes 37 seconds West 123.24 feet; thence North 49 degrees 02 minutes 50 seconds West 75.00 feet; thence North 33 degrees 48 minutes 30 seconds West 130.77 feet; thence South 56 degrees 11 minutes 30 seconds West 20.00 feet; thence South 33 degrees 48 minutes 30 seconds East 125.00 feet; thence South 56 degrees 11 minutes 30 seconds West 110.00 feet; thence South 44 degrees 16 minutes 30 seconds West 75.18 feet; thence South 14 degrees 02 minutes 28 seconds West 76.99 feet; thence South 11 degrees 57 minutes 27 seconds East 78.84 feet; thence South 14 degrees 52 minutes 59 seconds East 200.00 feet; thence South 83 degrees 41 minutes 59 seconds East 157.66 feet; thence South 64 degrees 56 minutes 47 seconds East 531.60 feet to the east line of said quarter section; thence South 02 degrees 01 minute 11 seconds East 330.97 feet along said east line to the POINT OF BEGINNING and containing 21.840 acres, more or less.

ALSO, a part of the Southwest Quarter and Northwest Quarter of Section 35, Township 11 North, Range 5 East, Shelby County, Indiana, described as follows: BEGINNING at a point on the western line of said section North 02 degrees 01 minute 11 seconds West 412.54 feet from the railroad spike found at the southwest corner of said section; thence North 02 degrees 01 minute 11 seconds West 330.97 feet along said western line; thence South 64 degrees 56 minutes 47 seconds East 12.99 feet;

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thence South 65 degrees 38 minutes 45 seconds East 92.70 feet; thence South 74 degrees 17 minutes 44 seconds East 82.01 feet; thence South 87 degrees 16 minutes 08 seconds East 83.41 feet; thence North 87 degrees 29 minutes 38 seconds East 93.65 feet; thence North 80 degrees 12 minutes 30 seconds East 86.96 feet; thence North 71 degrees 54 minutes 57 seconds East 86.96 feet; thence North 65 degrees 12 minutes 28 seconds East 95.26 feet; thence North 64 degrees 43 minutes 29 seconds East 300.00 feet; thence North 62 degrees 18 minutes 23 seconds East 88.42 feet; thence North 51 degrees 42 minutes 06 seconds East 80.74 feet; thence North 39 degrees 02 minutes 09 seconds East 84.13 feet; thence North 28 degrees 05 minutes 32 seconds East 89.31 feet; thence North 01 degree 04 minutes 28 seconds West 79.71 feet; thence North 24 degrees 37 minutes 14 seconds West 90.84 feet; thence North 16 degrees 28 minutes 37 seconds West 135.12 feet; thence South 73 degrees 31 minutes 23 seconds West 30.00 feet; thence South 16 degrees 28 minutes 37 seconds East 125.00 feet; thence South 73 degrees 31 minutes 23 seconds West 607.55 feet; thence South 79 degrees 03 minutes 38 seconds West 115.51 feet; thence North 88 degrees 07 minutes 14 seconds West 115.86 feet; thence North 77 degrees 11 minutes 06 seconds West 115.63 feet; thence North 66 degrees 57 minutes 15 seconds West 146.35 feet to the western line of said section; thence North 02 degrees 01 minute 11 seconds West 331.19 feet along said western line; thence South 66 degrees 57 minutes 15 seconds East 191.36 feet; thence South 72 degrees 31 minutes 58 seconds East 82.42 feet; thence South 83 degrees 47 minutes 24 seconds East 82.35 feet; thence North 84 degrees 57 minutes 27 seconds East 82.35 feet; thence North 74 degrees 52 minutes 57 seconds East 90.88 feet; thence North 73 degrees 31 minutes 23 seconds East 500.00 feet; thence South 16 degrees 28 minutes 37 seconds East 125.00 feet; thence North 73 degrees 31 minutes 23 seconds East 30.00 feet; thence North 16 degrees 28 minutes 37 seconds West 126.74 feet; thence North 63 degrees 39 minutes 03 seconds East 64.15 feet; thence North 01 degree 49 minutes 51 seconds West 110.00 feet; thence North 02 degrees 40 minutes 01 seconds West 104.35 feet; thence North 06 degrees 28 minutes 56 seconds West 98.57 feet; thence North 33 degrees 50 minutes 08 seconds West 28.77 feet; thence South 78 degrees 32 minutes 36 seconds West 524.10 feet; thence South 73 degrees 07 minutes 33 seconds West 110.86 feet; thence South 83 degrees 17 minutes 31 seconds West 125.21 feet; thence North 69 degrees 39 minutes 20 seconds West 125.21 feet; thence North 82 degrees 46 minutes 58 seconds West 102.72 feet; thence South 87 degrees 28 minutes 57 seconds West 84.77 feet to the western line of said section; thence North 02 degrees 01 minute 11 seconds West 791.36 feet to the iron pin found at the northwest corner of the Southwest Quarter of said

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section; thence North 88 degrees 15 minutes 53 seconds East 1,363.30 feet along the north line of said quarter section to a point that is South 88 degrees 15 minutes 53 seconds West 1.30 feet from the northeast corner of the West Half of the Southwest Quarter of said section; thence Southerly and Southwesterly 64.62 feet along an arc to the right and having a radius of 50.00 feet and subtended by a long chord having a bearing of South 15 degrees 32 minutes 56 seconds West and a length of 60.22 feet; thence South 37 degrees 25 minutes 30 seconds East 125.00 feet; thence South 59 degrees 02 minutes 20 seconds West 39.40 feet; thence North 82 degrees 25 minutes 08 seconds West 174.57 feet; thence South 88 degrees 15 minutes 53 seconds West 800.00 feet; thence North 01 degree 44 minutes 07 seconds West 125.00 feet; thence South 88 degrees 15 minutes 53 seconds West 395.46 feet; thence South 01 degree 56 minutes 48 seconds East 256.76 feet; thence Southerly, Southeasterly, and Easterly 429.84 feet along an arc to the left and having a radius of 375.00 feet and subtended by a long chord having a bearing of South 34 degrees 47 minutes 03 seconds East and a length of 406.70 feet; thence North 22 degrees 22 minutes 41 seconds East 125.00 feet; thence South 76 degrees 04 minutes 43 seconds East 73.53 feet; thence North 86 degrees 17 minutes 25 seconds East 80.31 feet; thence North 78 degrees 33 minutes 07 seconds East 325.70 feet; thence North 77 degrees 09 minutes 52 seconds East 234.86 feet; thence North 75 degrees 46 minutes 38 seconds East 335.06 feet; thence South 14 degrees 13 minutes 22 seconds East 125.00 feet; thence Easterly, and Northeasterly 248.01 feet along an arc to the left and having a radius of 275.00 feet and subtended by a long chord having a bearing of North 49 degrees 56 minutes 27 seconds East and a length of 239.69 feet; thence North 24 degrees 06 minutes 16 seconds East 60.61 feet; thence Northeasterly, and Easterly 307.72 feet along an arc to the right and having a radius of 275.00 feet and subtended by a long chord having a bearing of North 56 degrees 09 minutes 39 seconds East and a length of 291.91 feet; thence North 88 degrees 13 minutes 02 seconds East 55.65 feet; thence Easterly 61.16 feet along an arc to the left and having a radius of 225.00 feet and subtended by a long chord having a bearing of North 80 degrees 25 minutes 50 seconds East and a length of 60.97 feet; thence North 09 degrees 01 minute 54 seconds East 779.90 feet; thence North 03 degrees 20 minutes 32 seconds East 168.54 feet; thence North 02 degrees 20 minutes 50 seconds West 448.41 feet; thence North 10 degrees 53 minutes 56 seconds West 72.86 feet; thence North 28 degrees 00 minutes 08 seconds West 72.86 feet; thence North 67 degrees 12 minutes 55 seconds West 82.39 feet; thence South 11 degrees 02 minutes 55 seconds West 100.00 feet; thence North 78 degrees 57 minutes 05 seconds West 155.00 feet; thence South 11 degrees 02 minutes 55 seconds West 220.93 feet; thence

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Southeasterly, Southerly, and Southwesterly 77.72 feet along an arc to the right and having a radius of 50.00 feet and subtended by a long chord having a bearing of South 04 degrees 25 minutes 21 seconds East and a length of 70.13 feet; thence South 49 degrees 53 minutes 37 seconds East 35.00 feet; thence South 00 degrees 37 minutes 10 seconds East 119.54 feet; thence South 89 degrees 22 minutes 50 seconds West 184.65 feet; thence North 46 degrees 06 minutes 08 seconds West 92.42 feet; thence North 11 degrees 02 minutes 55 seconds East 158.87 feet; thence South 78 degrees 57 minutes 05 seconds East 111.80 feet; thence Northeasterly, and Easterly 38.90 feet along an arc to the right and having a radius of 50.00 feet and subtended by a long chord having a bearing of North 48 degrees 45 minutes 46 seconds East and a length of 37.92 feet; thence North 78 degrees 57 minutes 05 seconds West 135.00 feet; thence North 11 degrees 02 minutes 55 seconds East 506.96 feet; thence North 50 degrees 56 minutes 28 seconds East 91.84 feet; thence Northwesterly, and Northerly 230.37 feet along an arc to the right and having a radius of 360.00 feet and subtended by a long chord having a bearing of North 20 degrees 43 minutes 36 seconds West and a length of 226.46 feet; thence North 02 degrees 23 minutes 40 seconds West 274.98 feet; thence Northerly 142.32 feet along an arc to the right and having a radius of 525.00 feet and subtended by a long chord having a bearing of North 05 degrees 22 minutes 18 seconds East and a length of 141.88 feet; thence Northerly 72.33 feet along an arc to the left and having a radius of 275.00 feet and subtended by a long chord having a bearing of North 05 degrees 36 minutes 09 seconds East and a length of 72.12 feet; thence North 01 degree 55 minutes 58 seconds West 158.70 feet to the southern right-of-way line of S.R. 252; thence North 88 degrees 10 minutes 58 seconds East 50.00 feet along the southern right-of-way line of said S.R. 252; thence South 01 degree 55 minutes 58 seconds East 158.60 feet; thence Southerly 85.48 feet along an arc to the right and having a radius of 325.00 feet and subtended by a long chord having a bearing of South 05 degrees 36 minutes 09 seconds West and a length of 85.24 feet; thence Southerly 128.77 feet along an arc to the left and having a radius of 475.00 feet and subtended by a long chord having a bearing of South 05 degrees 22 minutes 18 seconds West and a length of 128.37 feet; thence South 02 degrees 23 minutes 40 seconds East 274.98 feet; thence Southerly 82.66 feet along an arc to the left and having a radius of 310.00 feet and subtended by a long chord having a bearing of South 10 degrees 02 minutes 01 seconds East and a length of 82.42 feet; thence North 72 degrees 19 minutes 37 seconds East 37.77 feet; thence South 72 degrees 58 minutes 01 seconds East 438.48 feet; thence South 36 degrees 51 minutes 01 seconds East 337.74 feet; thence South 02 degrees 20 minutes 50 seconds East 769.77 feet; thence South 09 degrees 01

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minute 54 seconds West 75.51 feet; thence South 11 degrees 48 minutes 32 seconds West 103.20 feet; thence South 06 degrees 10 minutes 10 seconds West 100.12 feet; thence South 09 degrees 01 minute 54 seconds West 450.73 feet; thence South 04 degrees 10 minutes 41 seconds East 576.26 feet; thence South 85 degrees 49 minutes 19 seconds West 125.00 feet; thence South 04 degrees 10 minutes 41 seconds East 15.00 feet; thence North 85 degrees 49 minutes 19 seconds East 125.00 feet; thence South 04 degrees 10 minutes 41 seconds East 17.50 feet; thence South 04 degrees 52 minutes 09 seconds East 117.03 feet; thence South 05 degrees 33 minutes 38 seconds East 436.06 feet; thence South 00 degrees 33 minutes 38 seconds East 635.55 feet; thence South 03 degrees 59 minutes 00 seconds East 135.50 feet; thence South 41 degrees 41 minutes 12 seconds West 101.46 feet; thence South 75 degrees 23 minutes 24 seconds West 101.46 feet; thence North 70 degrees 50 minutes 10 seconds West 101.88 feet; thence North 36 degrees 59 minutes 29 seconds West 101.88 feet; thence North 06 degrees 22 minutes 57 seconds East 123.71 feet; thence North 00 degrees 33 minutes 38 seconds West 349.78 feet; thence North 03 degrees 03 minutes 38 seconds West 536.53 feet; thence North 05 degrees 33 minutes 38 seconds West 307.88 feet; thence North 85 degrees 49 minutes 19 seconds East 127.20 feet; thence North 04 degrees 10 minutes 41 seconds West 344.49 feet; thence Northerly, and Northwesterly 117.01 feet along an arc to the left and having a radius of 175.00 feet and subtended by a long chord having a bearing of North 23 degrees 19 minutes 58 seconds West and a length of 114.84 feet; thence North 42 degrees 29 minutes 15 seconds West 29.46 feet; thence Southwesterly, and Westerly 170.33 feet along an arc to the right and having a radius of 275.00 feet and subtended by a long chord having a bearing of South 70 degrees 28 minutes 23 seconds West and a length of 167.62 feet; thence South 88 degrees 13 minutes 02 seconds West 55.65 feet; thence Westerly, and Southwesterly 251.77 feet along an arc to the left and having a radius of 225.00 feet and subtended by a long chord having a bearing of South 56 degrees 09 minutes 39 seconds West and a length of 238.84 feet; thence South 24 degrees 06 minutes 16 seconds West 60.61 feet; thence Southwesterly, and Westerly 293.10 feet along an arc to the right and having a radius of 325.00 feet and subtended by a long chord having a bearing of South 49 degrees 56 minutes 27 seconds West and a length of 283.27 feet; thence South 75 degrees 46 minutes 38 seconds West 23.14 feet; thence South 14 degrees 13 minutes 22 seconds East 141.30 feet; thence South 08 degrees 28 minutes 41 seconds East 106.03 feet; thence South 02 degrees 13 minutes 55 seconds East 400.50 feet; thence South 12 degrees 24 minutes 35 seconds East 84.89 feet; thence South 15 degrees 57 minutes 25 seconds East 217.66 feet; thence South 07 degrees 47 minutes 54 seconds

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East 129.44 feet; thence South 25 degrees 16 minutes 09 seconds West 129.38 feet; thence South 35 degrees 01 minute 21 seconds West 231.94 feet; thence South 43 degrees 04 minutes 47 seconds West 117.41 feet; thence South 64 degrees 25 minutes 35 seconds West 221.66 feet; thence South 64 degrees 43 minutes 29 seconds West 440.46 feet; thence Northerly 80.44 feet along an arc to the left and having a radius of 425.00 feet and subtended by a long chord having a bearing of North 11 degrees 48 minutes 30 seconds West and a length of 80.32 feet; thence North 17 degrees 13 minutes 50 seconds West 51.92 feet; thence Westerly 50.01 feet along an arc to the right and having a radius of 775.00 feet and subtended by a long chord having a bearing of South 72 degrees 46 minutes 10 seconds West and a length of 50.00 feet; thence South 17 degrees 13 minutes 50 seconds East 51.92 feet; thence Southerly 98.60 feet along an arc to the right and having a radius of 375.00 feet and subtended by a long chord having a bearing of South 09 degrees 41 minutes 52 seconds East and a length of 98.32 feet; thence South 88 degrees 24 minutes 28 seconds West 363.45 feet; thence North 77 degrees 11 minutes 15 seconds West 116.12 feet; thence North 69 degrees 18 minutes 04 seconds West 45.36 feet to the point of beginning and containing 69.756 acres, more or less.

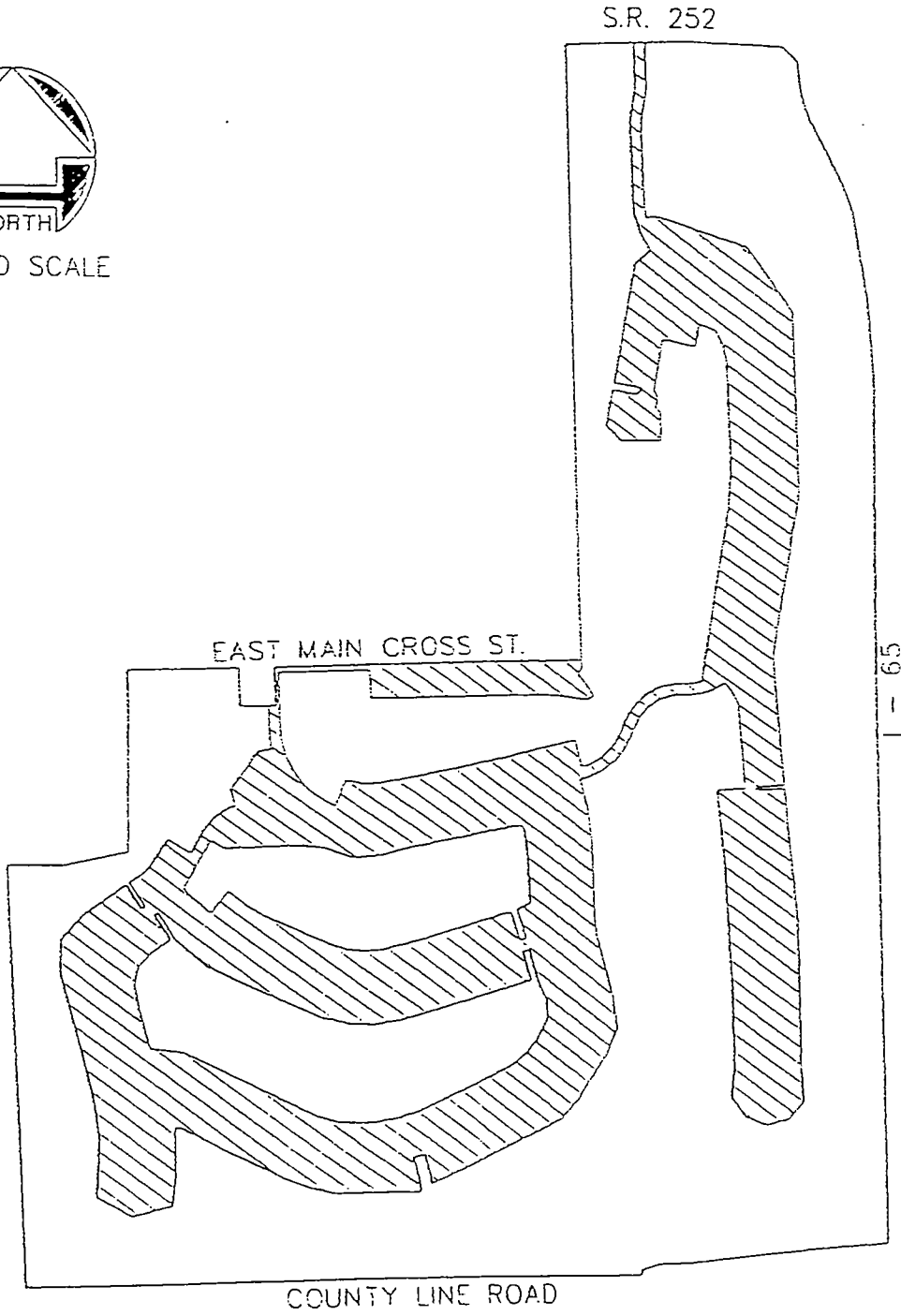
EXHIBIT A

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TIMBERGATE SUBDIVISION



NOT TO SCALE



WOOLPERT LLP  
7140 WALDEMAR DRIVE  
INDIANAPOLIS, INDIANA 46258-4193  
ph. 317.299.7500 fax 317.291.5805

CONTRACT No.  
EE-21859-03  
DRAWING FILE  
DADD\21859\EXE-11-DWG

DATE 5/14/97  
DR. TEE

NO.	DATE	REVISIONS

# EXHIBIT B

## CODE OF BY-LAWS

OF

TIMBERGATE COMMUNITY ASSOCIATION, INC.

### ARTICLE 1

#### Identification, Records, Seal and Fiscal Year

Section 1.01. Name. The name of the Corporation is Timbergate Community Association, Inc. (the "Association").

Section 1.02. Place of Keeping Corporate Books and Records. The Association shall keep at its principal office a copy of (a) its Articles of Incorporation and all amendments thereto currently in effect (the "Articles"); (b) its Code of By-Laws and all amendments thereto currently in effect (the "By-Laws"); (c) resolutions adopted by the Board of Directors (the "Board") with respect to the characteristics, qualifications, rights, limitations and obligations of members or as class or category of members; (d) minutes of all meetings of the members of the Association (the "Members") and records of all actions taken by the Members without a meeting (collectively, "Members Minutes") for the prior three years; (e) all written communications by the Association to the Members including the financial statements furnished by the Association to the Members for the prior three years; (f) a list of the names and business or home addresses of the current directors of the Association (the "Directors") and the current officers of the Association (the "Officers"); and (g) the most recent Annual Report of the Association as filed with the Secretary of State of Indiana. The Association shall also keep and maintain at its principal office, or at such other place or places within or without the State of Indiana as may be provided from time to time in these By-Laws, a copy of (a) minutes of all meetings of the Board and of each committee, and records of all actions taken by the Board and by each committee without a meeting; (b) Members Minutes; (c) appropriate accounting records of the Association; and (d) a record of the Members in a form that permits preparation of a list of the names and addresses of all the Members, in alphabetical order by class, if applicable. All of the records of the Association described in this Section shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

Section 1.03. Seal. The Board may designate the design and cause the Association to obtain and use a corporate seal, but the failure of the Board to designate a seal or the absence of the impression of the corporate seal from any document does not affect in any way the validity or effect of such document.

Section 1.04. Fiscal Year. The fiscal year of the Association shall end at such time as the Board shall determine. In the event the Board shall not make such a determination, the fiscal year of the Association shall be the fiscal year adopted in the first federal informational return of the Association.



## ARTICLE 2

### Membership

Section 2.01. Qualification of Members. The members shall consist of such natural persons and entities who own at least one lot legally platted in Timbergate Subdivision, located in Johnson County and/or Shelby County, Indiana. Each lot shall be entitled to cast one (1) vote and the owner or owners thereof shall be considered a "member" for purposes of these By-Laws.

Section 2.02. Rights of Members. The right of a member to vote and all the member's right, title and interest in or to the Association shall be conditioned on such member being in good standing with the Association, including being current in all dues and assessments.

Section 2.03. Dues and Assessments. Each member shall pay annually to the Association dues and assessments in an amount determined by the Board of Directors.

Section 2.04. Suspension of Membership Rights. The Board of Directors may also adopt such rules and regulations as it deems necessary or advisable for the suspension of membership rights.

Section 2.05. Membership Roster. The Association shall maintain a current roster of all members of the Association, which includes the mailing address and legal description for each member of the Association. The Association shall also maintain any electronic mail addresses or facsimile numbers of those members who have consented to receive notices by electronic mail or fax. This information shall be removed from the Association's records if the member revokes consent to receive notice by electronic mail or fax. The membership roster shall be made available to a member of the Association upon request, but it may only be used for a purpose related to the operation of the Association and not for personal reasons. The Association may not sell, exchange, or otherwise transfer information maintained by the Association except as provided herein.

## ARTICLE 3

### Meetings of Members

Section 3.01. Place of Meetings. All meetings of members shall be held either at the registered office of the Association in the State of Indiana, or at such other place within or without the State of Indiana as may be designated by the Board of Directors and specified in the respective notices or waivers of notice thereof.

Section 3.02. Annual Meeting. An annual meeting of the members shall be held within six (6) months after the close of the fiscal year of the Association as designated by the Board of Directors and specified in the respective notices or waivers of notice thereof.

Section 3.03. Special Meetings. Special meetings of the members may be called by the President of the Association or by the Board of Directors. The Association shall also hold a special meeting of the members if at least ten percent (10%) of the members submit one (1) written demand to the Board of Directors that describes the purpose for which the meeting is to be held and is signed by the members requesting the special meeting. If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting not more than thirty (30) days after it receives a valid written demand, a member who signed the written demand may set the date, time, and place for the special meeting and send out a notice to the other members.

Section 3.04. Notice of Meetings. A written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary or by the officer or persons calling the meeting to each member of record of the Association at such address as appears on the records of the Association at least ten (10) days before the date of the meeting, or if notice is mailed by other than first class or registered mail, thirty (30) to sixty (60) days before the meeting date. Notice of any meeting of members may be waived in a writing signed by any member and delivered to the Association. Attendance at any meeting shall constitute a waiver of notice of that meeting.

Section 3.05. Voting Lists. After fixing a record date for a notice of a meeting, the Secretary shall prepare a list of the names of the Association's members who are entitled to notice of a members' meeting, containing the address and number of votes each member is entitled to vote at the meeting.

Section 3.06. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 3.07. Quorum. A quorum for any vote at a meeting of the Association shall consist of a majority of the Members in Good Standing or their proxies. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirements set forth herein, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days after the preceding meeting.

Section 3.08. Voting Rights. Each member present in person or by proxy shall be entitled to cast one (1) vote per lot owned in Timbergate Subdivision upon each question voted upon at all meetings of the members. Provided, however, Amos Investment Corp. shall be entitled to at least Fifty-One Percent (51%) voting interest in the Association so long as it owns or holds title to ten (10) or more lots, as described in the Restated Declaration of Covenants, Conditions, and Restrictions of Timbergate Subdivision. No member entitled to vote in any election of directors shall have the right to multiply the number of votes to which such member may be entitled by the number of directors to be elected.

Section 3.09. Meeting by Telephone, etc. Any or all of the members of the Association may participate in a meeting by or through the use of any means of communication by which all members participating may simultaneously communicate with each other during the meeting. Participation in a meeting using these means constitutes presence in person at the meeting.

Section 3.10. Action Without Meeting. Any action required or permitted to be taken at a meeting of the members of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the members. Such consent shall have the same effect as a unanimous vote of the members at a duly held meeting of the members.

## ARTICLE 4

### Board of Directors

Section 4.01. Functions. The business, property and affairs of the Association shall be managed and controlled by a Board of Directors as from time to time constituted.

Section 4.02. Number. There shall be three (3) Directors of the Association, which number may from time to time be increased or decreased by resolution adopted by not less than a majority of the Board of Directors, subject to the limitation that the Board shall never be reduced to less than three (3) nor increased to more than twelve (12) Directors. In the event the number of Directors is increased as provided herein, the election of the additional Director or Directors shall be by a vote of the members of the Association according to a procedure established by resolution of the Board of Directors. Except as otherwise provided in these By-Laws, all members of the Board of Directors shall have and be subject to the same and equal qualifications, rights, privileges, duties, limitations and restrictions.

Section 4.03. Election. The Board of Directors shall be elected by the Members of the Association at the annual meeting provided in Article 3 of these By-Laws.

Section 4.04. Term. Each member of the Board of Directors shall serve for a term of three (3) years or until a successor is elected and qualified, or until the member has resigned or been removed except for the first and second years as described in §4.03. Incumbent Directors shall be eligible for re-election and the number of years a person may serve as a Director is not limited.

Section 4.05. Vacancies. Any vacancy among the Directors caused by death, resignation, removal or otherwise may be filled by the members entitled to vote for Directors, the remaining Board of Directors, or if the Directors remaining in office constitute fewer than a quorum, by the affirmative vote of a majority of the Directors remaining in office. A Director elected to fill a vacancy shall hold office until the expiration of the term of the Director causing the vacancy and until a successor shall be elected and qualified.

Section 4.06. Resignation. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary of the Association. A resignation is effective upon delivery unless the notice specifies a later effective date. The acceptance of a resignation shall not be necessary to make it effective.

Section 4.07. Removal. Any Director may be removed, with or without cause, in accordance with the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act").

Section 4.08. Meetings. The Board of Directors shall meet each year immediately after the annual meeting of the members of the Association, at the place where such meeting of the members has been held, for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting. No special notice shall be necessary for the holding of this annual Board meeting. If such meeting is not held as above provided, the election of officers may be held at any subsequent meeting of the Board of Directors specifically called in the manner set forth herein. The Board of Directors may provide by resolution the time and place, either within or without the State of Indiana, for the holding of additional regular meetings of the Board without other notice than such resolution. Special meetings of the Board of Directors may be called by the President, and shall be called by order thereof upon the written request of at least two Directors, which request shall set forth the business to be conducted at such meeting.

Section 4.09. Notice to Directors of Board Meetings. Notice of all meetings of the Board of Directors, except as herein otherwise provided, shall be given to each Director by mailing the same or by telephoning, telegraphing, otherwise delivering electronically, or by delivering personally the same at least two (2) days before the meeting to the usual business or residence address of the Director as shown upon the records of the Association. Notice of any meeting of the Board of Directors may be waived in a document filed with the Secretary by any Director if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place of the meeting. Attendance at any meeting of the Board of Directors shall constitute a waiver of notice of that meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4.10. Quorum. A quorum of the Board of Directors at any annual, regular or special meeting of the Board of Directors shall be a majority of the duly qualified members of the Board of Directors then occupying office, but in no case shall there be less than two (2) Directors present. The act of a majority of the Directors present at a meeting who constitute a quorum shall be the act of the Board of Directors.

Section 4.11. Committees. The Board of Directors, by resolution adopted by a majority of the Board, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association. Other committees not having and exercising the authority of the Board of Directors in the management of the

Association may be designated by a resolution adopted by a majority of the Directors present at the meeting at which a quorum is present. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law. Provided, however, the Board shall establish a procedure to appoint members to the Architectural Control Committee as required by the covenants, conditions, and restrictions.

Section 4.12. Meeting by Telephone, Etc. Any or all of the members of the Board or of any committee designated by the Board may participate in a meeting by or through the use of any means of communication by which all persons participating may simultaneously communicate with each other during the meeting. Participation in a meeting using these means constitutes presence in person at the meeting.

Section 4.13. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board of Directors or of such committee. The action must be evidenced by at least one written consent describing the action taken, signed by each member of the Board of Directors or of such committee, and included in the minutes or filed with the corporate records reflecting the action taken.

## ARTICLE 5

### Officers

Section 5.01. Officers and Agents. The officers of the Association shall consist of a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may, by resolution, designate from time to time. Any two (2) or more offices may be held by the same person. The Board of Directors may, by resolution, create, appoint and define the duties of such officers and agents as, in its discretion, is deemed necessary, convenient or expedient for carrying out the purposes for which the Association is formed.

Section 5.02. Election, Term of Office and Qualification. All officers shall be chosen annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office (unless the officer resigns, is removed, or dies) until the next annual meeting of the Board of Directors or until a successor is chosen and qualified.

Section 5.03. Vacancies. In the event an office of the Association becomes vacant by death, resignation, retirement, disqualification or any other cause, the Board of Directors shall elect a person to fill such vacancy, and the person so elected shall hold office and serve until the next annual meeting of the Board of Directors or until a successor is elected and qualified, or until the officer's death, resignation or removal.

Section 5.04. President. The President shall preside at all meetings of the Board of Directors and members, if present; shall appoint the chairmen and members of all standing and temporary committees, subject to the review of the Board of Directors; shall be the chief

executive officer of the Association; shall have and exercise general charge and supervision of the affairs of the Association; and shall do and perform such other duties as these By-Laws provide or as may be assigned by the Board of Directors.

Section 5.05. Secretary. The Secretary shall have the custody and care of the corporate records and the minutes book of the Association. The Secretary shall attend all the meetings of the Board of Directors and members of the Association, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees of the Board of Directors when required. The Secretary shall attend to the giving and serving of all notices of the Association, shall file and take care of all papers and documents belonging to the Association, shall authenticate records of the Association as necessary, and shall perform such other duties as may be required by these By-laws or as may be prescribed by the Board of Directors or the President.

Section 5.06. Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Association. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. All funds of the Association coming into the Treasurer's hands shall be immediately deposited in some reliable bank or other depository to be designated by the Board of Directors, and the Treasurer shall keep such bank account in the name of the Association. The Treasurer shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Association and shall perform such other duties as may be required by these By-Laws or as may be prescribed by the Board of Directors or the President.

Section 5.07. Removal. Any officer may be removed from office, with or without cause, by the Board of Directors.

Section 5.08. Resignations. Any officer may resign at any time by delivering notice to the Board of Directors, the President or the Secretary. A resignation is effective upon delivery unless the notice specifies a later effective date.

## ARTICLE 6

### Loans to Officers and Directors

The Association shall not lend money to or guarantee the obligations of any officer or Director of the Association.

## ARTICLE 7

### Financial Affairs

Section 7.01. Annual Budget. The Board of Directors shall prepare an annual budget which reflects the estimated revenues and expenses for the ensuing budget year and the estimated surplus or deficit as of the end of the current budget year. Each member of the Association shall

be provided with a copy of the proposed annual budget or a written notices that a copy of the proposed annual budget is available upon request at no charge to the member. Each member shall also receive a written notice of the amount of any increase or decrease in regular annual assessment that would occur if the proposed budget is adopted. The annual budget must be approved at a meeting of the members held in accordance with the terms of these Bylaws. In the event that a quorum does not exist at a meeting called for the adoption of the annual budget, the Board of Directors may adopt an annual budget in an amount that does not exceed one hundred ten percent (110%) of the last approved Association budget.

Section 7.02. Contracts. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or render it liable pecuniarily for any purpose or to any amount. Provided, however, that neither the Board of Directors nor any officer or agent acting on its behalf may enter into any contract that would result in a new assessment or the increase in an existing assessment in an amount greater than Five Hundred Dollars (\$500) per year per member unless the board holds at least two (2) member meetings concerning the contract and the contract is approved by the affirmative vote of at least two-thirds (2/3's) of the affected members of the Association. The Board of Directors shall give notice of the first meeting to each member at least seven (7) calendar days before the date the meeting occurs.

Section 7.03. Checks, Etc. All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money and other evidences of indebtedness in an amount greater than One Thousand Dollars (\$1,000.00) shall, unless otherwise directed by the Board of Directors or required by law, be signed by any two (2) of the following officers who are different persons: President or Treasurer; provided, however, that any such obligations in an amount equal to or less than One Thousand Dollars (\$1,000.00) may be signed by any one (1) of such preceding officers. The Board of Directors may, however, designate officers or employees of the Association, other than those named above, who may, in the name of the Association, execute drafts, checks and orders for the payment of money in its behalf.

Section 7.04. Investments. The Association shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors.

Section 7.05. Borrowing Money. In the event the Association desires to borrow an amount in any calendar year that exceeds the greater of Five Thousand Dollars (\$5,000.00) or ten percent (10%) of the previous annual budget, the borrowing must be approved by the affirmative vote of a majority of the members. A vote held under this section must be conducted by paper ballot. Ballots must be distributed to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted, and the votes must be opened and counted at a public meeting.

## ARTICLE 8

### Corporate Indemnification

To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs, estate, executors, administrators and personal representatives of such person) who is or was a Director or officer of the Association shall be indemnified by the Association as provided in the Act.

## ARTICLE 9

### Grievance Resolution Procedures

The Association seeks to deal openly and directly with its members and believes that communication between members and the Board of Directors is critical to solving problems. Members are encourage to take advantage of this practice to report any possible issues related to the Association. Members that have a problem with another should first attempt to resolve the problem themselves. If a resolution cannot be agreed upon, the members should deliver a written statement describing their issues to the President of the Board of Directors or other individual designated by the Board of Directors. Within thirty (30) days of receipt of the written statement, the President or designee will share the statement with the entire Board of Directors to the members. This procedure should also be followed in the event that any member has a problem, concern or difficulty with the board of Directors. Members who have a concern with the President of the Board of Directors may deliver their written statement to any other board member.

## ARTICLE 10

### Amendments

The power to make, alter, amend or repeal these By-Laws is vested in the Board of Directors, which power shall be exercised by affirmative vote of a two-thirds (2/3) majority of the Directors present at any meeting of the Board of Directors; provided, however, that the proposed amendment shall be included in the notice of such meeting. If notice of a proposed amendment to these By-Laws is included in the notice of any meeting of the Board of Directors, it shall be in order to consider and adopt at that meeting any amendment to these By-Laws dealing with the subject matter with which the proposed amendment is concerned.

This Code of By-Laws was approved, executed and became effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012.



**SECOND AMENDMENT AND SUPPLEMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TIMBERGATE SECTIONS ONE, ONE A & ONE B**

THIS Amendment made this 10<sup>th</sup> day of April, 2000, by AMOS INVESTMENTS CORP., an Indiana corporation, ("Declarant"), is to amend the Declaration of Covenants, Conditions and Restrictions of Timbergate Sections One, One A & One B made December 12, 1997, and recorded in the Office of the Recorder of Shelby County, Indiana, on December 23, 1997, as Instrument No. 009453, Book 94, Page 145-156 ("Declaration"),

**WITNESSETH THAT:**

WHEREAS, AMOS INVESTMENTS CORP. was the Declarant in the above-referenced Declaration; and

WHEREAS, Article VII, Section 9 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns, or holds title to, one or more Lots within Timbergate; and

WHEREAS, Declarant owns, or holds title to one or more Lots within Timbergate on the date hereof;

NOW THEREFORE, pursuant to Article VII, Section 9, the Declarant hereby amends the Declaration as follows:

Article III, Section 19 which reads:

**Section 19. Minimum Living Space-Section One.** The minimum square footage of living space of dwellings within TIMBERGATE- Section One, exclusive of porches, garages, or basement shall be no less than:

- (a) 1800 square feet for single story dwellings; and
- (b) 2200 square feet (aggregate) for two-story dwellings

shall be deleted and replaced by the following language:

**Section 19. Minimum Living Space.** The minimum square footage of living space of dwellings within TIMBERGATE, exclusive of porches, garages, or basement shall be no less than:

- (a) 1500 square feet for single story dwellings; and
- (b) 2200 square feet (aggregate) for two-story dwellings.

All provisions other than those inconsistent with the amendment and supplement made herein shall remain in full force and affect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 10 day of April, 2000.

AMOS INVESTMENT CORP.

By: Ann E. Amos  
Ann E. Amos, President

ATTEST:

By: Henry L. Conover  
Henry L. Conover, its Secretary

STATE OF INDIANA            )  
  )SS:  
COUNTY OF Johnson    )

On this 10<sup>th</sup> day of April, 2000, before me, a Notary Public, personally appeared Ann E. Amos, as the President for and on behalf of Amos Investment Corp., an Indiana corporation and Henry L. Conover as secretary of Amos Investment Corp., both of whom are personally known to me to be the same person described herein on behalf of said Corporation, and who, having been duly sworn, stated that the representatives therein contained are true.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of April, 2000.

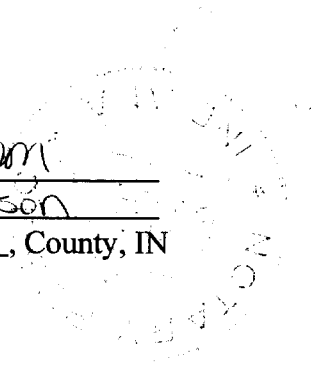
My Commission expires:

9-21-06

Mary Patterson

Printed: Mary Patterson

Resident of Johnson, County, IN



**THIS INSTRUMENT PREPARED BY:**

*Joe N. Van Valer, Attorney,  
VAN VALER LAW FIRM,  
299 West Main Street, P.O. Box 7575,  
Greenwood, Indiana 46142.  
317/881-7575*

**AMENDMENT AND SUPPLEMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF AMOS' TIMBERGATE SUBDIVISION SECTION 2**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMOS TIMBERGATE SECTION 2 ("Declaration"), is made this 20 day of June, 2006, by Amos Investments Corp., an Indiana Corporation (hereinafter referred to as "Declarant").

**WITNESSETH THAT:**

**WHEREAS**, Declarant is the owner of certain real estate located in Shelby County and in Johnson County, Indiana ("Real Estate"); and

**WHEREAS**, the Real Estate, was described and platted by Declarant as Timbergate and recorded on December 23, 1997, as Instrument No. 009452, in Plat Book 6, Pages 197-200 in the Office of the Recorder of Shelby County, Indiana, and on the same date of December 23, 1997, the Declarant recorded the Declaration of Covenants, Conditions and Restrictions of Timbergate Sections One, One A & One B as Instrument No. 009453 in Book 94, Pages 145-156 in the Office of the Recorder of Shelby County, Indiana, and on the same date of December 23, 1997, the Declarant recorded the Development Statement for Timbergate as Instrument No. 009454, in Book 94, Pages 157-170.

**WHEREAS**, the Declarant recorded the Amendment and Supplement to Declaration of Covenants and Restrictions for Timbergate Sections One, One A & One B on September 10, 1998, as Instrument No. 8414 in the Office of the Recorder of Shelby County, Indiana.

**WHEREAS**, the Declarant recorded the Second Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Timbergate Sections One, One A & One B on April 19, 2000, as Instrument No. 0002699 in the Office of the Recorder of Shelby County, Indiana.

**WHEREAS**, Declarant further described and platted a portion of the Real Estate subject to the Declaration as Amos' Timbergate Subdivision Section 2 and recorded the same on June 27, 2002, as Instrument No. 0206055 in the office of the Recorder of Shelby County, Indiana.

**WHEREAS**, Article VII, Section 9 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns, or holds title to, one or more Lots within Timbergate;

**WHEREAS**, Declarant owns, or holds title to one or more Lots within Timbergate on the

date hereof; and

**NOW THEREFORE**, Declarant hereby supplements the Declaration as follows:

**Expansion of Timbergate**

Amos' Timbergate Subdivision Section 2 is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Amendment and Supplement to Declaration of Covenants and Restrictions for Timbergate Sections One, One A & One B recorded on September 10, 1998, as Instrument No. 8414 in the Office of the Recorder of Shelby County, Indiana, and the terms and conditions of the Second Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Timbergate Sections One, One A & One B recorded on April 19, 2000, as Instrument No. 0002699 in the Office of the Recorder of Shelby County, Indiana, upon the real estate described in the plat of Amos' Timbergate Subdivision Section 2, recorded in the Office of the Recorder of Shelby County, Indiana on June 27, 2002, as Instrument No. 0206055.

**FURTHER**, pursuant to Article VII, Section 9 of the Declaration, the Declarant amends the Declaration as follows:

Article III, Section 6 shall be amended to include the following:

**Setbacks Sections 2, 3, and 4.** No building shall be located nearer to the front Lot line or nearer to the side street line than twenty-five feet (25'). The minimum aggregate width of side yards for any Lot shall be twelve feet (12'), and no part of any building shall be located less than five feet (5') from any line separating Lots. The minimum rear yard shall be twenty feet (20'). No part of any building shall be located within any easement as shown on the plat. For purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, eaves, steps, and open porches, to encroach upon another Lot.

Article III, Section 19 shall be amended to include the following:

**Minimum Living Space – Sections 2, 3, and 4.** The minimum square footage of living space of dwellings within Timbergate, Sections 2, 3, and 4, exclusive of porches, garages, or basement shall be no less than:

- (a) 1500 square feet for single story dwellings; and
- (b) 2200 square feet (aggregate) for two-story dwellings.

All provisions other than those inconsistent with the amendment and supplement made herein shall remain in full force and affect.

IN WITNESS WHEREOF, the Declarant has caused this Supplement to be executed on this 20 day of June, 2006.

AMOS INVESTMENT CORP.

Cheryl Conover Stroud  
Cheryl Conover Stroud, Vice President

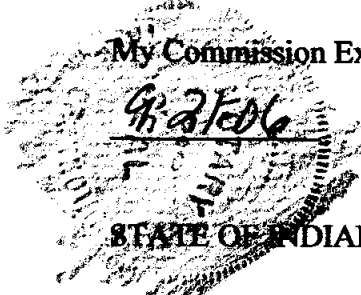
ATTEST:

Deborah A. Cook  
Deborah A. Cook, Secretary/Treasurer

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF JOHNSON    )

Before me, a Notary Public in and for said County and State, personally appeared Cheryl Conover Stroud, Vice President of Amos Investment Corp., and who acknowledges the execution of the foregoing, and who having been duly sworn upon her oath, stated that the representations therein contained are true.

My Commission Expires:

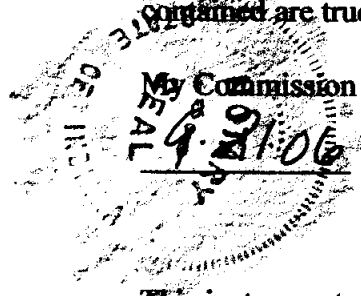


Joyce A. Nies  
Notary Public, Joyce A. Nies  
Resident: Johnson County, IN

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF JOHNSON    )

Before me, a Notary Public in and for said County and State, personally appeared Deborah A. Cook, Secretary/Treasurer of Amos Investment Corp., and who acknowledges the execution of the foregoing, and who having been duly sworn upon her oath, stated that the representations therein contained are true.

My Commission Expires:



Joyce A. Nies  
Notary Public, Joyce A. Nies  
Resident: Johnson County, IN

This instrument prepared by Joyce A. Nies, Attorney at Law, Van Valer Law Firm, LLP, 299 West Main Street, Greenwood, IN 46142  
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**SUPPLEMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS OF AMOS' TIMBERGATE SUBDIVISION SECTION 4A**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AMOS TIMBERGATE SECTION 2 ("Declaration"), is made this 20<sup>th</sup> day of December, 2006, by Amos Investments Corp., an Indiana Corporation (hereinafter referred to as "Declarant").

**WITNESSETH THAT:**

**WHEREAS**, Declarant is the owner of certain real estate located in Shelby County and in Johnson County, Indiana ("Real Estate"); and

**WHEREAS**, the Real Estate, was described and platted by Declarant as Timbergate and recorded on December 23, 1997, as Instrument No. 009452, in Plat Book 6, Pages 197-200 in the Office of the Recorder of Shelby County, Indiana, and on the same date of December 23, 1997, the Declarant recorded the Declaration of Covenants, Conditions and Restrictions of Timbergate Sections One, One A & One B as Instrument No. 009453 in Book 94, Pages 145-156 in the Office of the Recorder of Shelby County, Indiana, and on the same date of December 23, 1997, the Declarant recorded the Development Statement for Timbergate as Instrument No. 009454, in Book 94, Pages 157-170.

**WHEREAS**, the Declarant recorded the Amendment and Supplement to Declaration of Covenants and Restrictions for Timbergate Sections One, One A & One B on September 10, 1998, as Instrument No. 8414 in the Office of the Recorder of Shelby County, Indiana.

**WHEREAS**, the Declarant recorded the Second Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Timbergate Sections One, One A & One B on April 19, 2000, as Instrument No. 0002699 in the Office of the Recorder of Shelby County, Indiana.

**WHEREAS**, Declarant further described and platted a portion of the Real Estate subject to the Declaration as Amos' Timbergate Subdivision Section 2 and recorded the same on June 27, 2002, as Instrument No. 0206055 in the office of the Recorder of Shelby County, Indiana.

**WHEREAS**, Declarant recorded the Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions of Amos' Timbergate Subdivision Section 2 on June 23, 2006, as Instrument No. 2006004429 in the office of the Recorder of Shelby County, Indiana.

**WHEREAS**, Article VII, Section 9 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns, or holds title to, one or more Lots within Timbergate;

**WHEREAS**, Declarant owns, or holds title to one or more Lots within Timbergate on the date hereof; and

**NOW THEREFORE**, Declarant hereby supplements the Declaration as follows:

Expansion of Timbergate

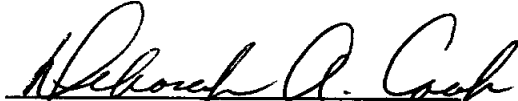
Amos' Timbergate Subdivision is hereby expanded to include a platted portion of the Real Estate recorded as Amos' Timbergate Subdivision - Section 4A on \_\_\_\_\_, 2006, as Instrument No. 2006 009651, Plat Book \_\_\_\_\_, Page \_\_\_\_\_, and the Declarant hereby imposes the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Timbergate Sections One, One A & One B recorded as Instrument No. 009453 in Book 94, Pages 145-156 in the Office of the Recorder of Shelby County, Indiana; and the terms and conditions of the Amendment and Supplement to Declaration of Covenants and Restrictions for Timbergate Sections One, One A & One B recorded on September 10, 1998, as Instrument No. 8414 in the Office of the Recorder of Shelby County, Indiana; and the terms and conditions of the Second Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Timbergate Sections One, One A & One B recorded on April 19, 2000, as Instrument No. 0002699 in the Office of the Recorder of Shelby County, Indiana; and the terms and conditions of the Amendment and Supplement to the plat of Amos' Timbergate Subdivision Section 2, recorded on June 23, 2006, as Instrument No. 2006004429 in the Office of the Recorder of Shelby County, Indiana.

**IN WITNESS WHEREOF**, the Declarant has caused this Supplement to be executed on this 20<sup>th</sup> day of December, 2006.

**AMOS INVESTMENT CORP.**

  
Cheryl Conover Stroud, Vice President

**ATTEST:**

  
Deborah A. Cook, Secretary/Treasurer

This instrument prepared by Joyce A. Nies, Attorney at Law, Van Valer Law Firm, LLP, 299 West Main Street, Greenwood, IN 46142  
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