

"Special Assessment") or in the event the special assessment relates only to carports or garages prorated among those Condominium Units with the carports and garages. Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures, to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments, Additional Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Buildings, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular, Additional and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments, Additional Assessments or Special Assessments when due, the lien for such Assessment

on the Owner's Condominium Unit, may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Regular Assessments, Additional Assessments or Special Assessments, within ten (10) days after such are due, the Board, in its discretion may (1) impose a late charge of up to twenty-five percent (25%) of the amount in default, (2) accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary, (3) eliminate such Owner's right to use the recreational facilities, and (4) eliminate such Owner's right to vote. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Condominium Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments, Additional Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment, Additional Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment, Additional Assessment

or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

(b) Notwithstanding anything contained in this Section or elsewhere in the Declaration and these By-Laws, any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment, Additional Assessment or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Condominium Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments, Additional Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments, Additional Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible

from all Owners (including the party acquiring the subject Condominium Unit from which it arose), as provided in the Act.

Section 5.06. Regular Assessments Prior to Applicable Date. The purpose of this section is to provide for the maintenance and upkeep of Village at Eagle Creek and for the payment of the Common Expenses during the period prior to the Applicable Date. Accordingly, and notwithstanding any other provision contained in the Declaration, these By-Laws, the Act or otherwise, prior to the Applicable Date the annual budget and all Regular Assessments, Additional Assessments and Special Assessments shall be established solely by the Initial Board.

Payment of the Regular Assessments and Additional Assessments (as applicable) prior to the Applicable Date with respect to each Condominium Unit (including those owned by Declarant) shall commence on the date of the conveyance of the first Condominium Unit to a new Owner. In addition, at the initial closing of each Condominium Unit, the purchaser or new Owner is required to pay a sum equal to the full Regular Assessment and Additional Assessment applicable to such Condominium Unit for two months as his initial contribution to the working capital of the Corporation. Such amounts shall be used by the Corporation for Common Expenses. This amount is not an advance payment of Regular Assessments or Additional Assessments and will not be held in any trust or reserve account. Additionally, at each closing, the purchaser of a

Condominium Unit shall pay his pro rata share of the Regular Assessment and Additional Assessment due in the month of closing. Thereafter, payment of the Regular Assessment and Additional Assessment shall be made on the first date of each calendar month.

Eleven percent (11%) of the Regular Assessment and Additional Assessment paid prior to the Applicable Date shall be designated as a reserve fund for maintenance, repairs or replacement of Common Areas that must be repaired and replaced on a periodic basis.

That portion of the Regular Assessment and Additional Assessment collected by the Declarant prior to the Applicable Date applicable to the replacement reserve shall be held by the Initial Board and, if required, applied to the replacement of the Property. To the extent that such replacement reserve is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

It is understood that Declarant shall be obligated to pay the Regular Assessment only on those Condominium Units which Declarant owns and which are in those portions of Village at Eagle Creek which from time to time have been submitted by Declarant to the Declaration.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the

value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit and Limited Areas as applicable, and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), lamps, and interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof. In addition, the Owner of any garage is responsible for the maintenance, repair and upkeep of the garage door.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a

guest, tenant or other occupant, or visitor of such Owner, damage shall be caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Areas shall be subject to the rules and regulations adopted from time to time by the Board.

To the extent that equipment, facilities and fixtures within any Condominium Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas, then the use thereof by the owner of such Condominium Unit shall be subject to the rules and regulations adopted from time to time by the Board. The authorized representatives of the Corporation or Board of Directors or the Managing Agent for the Corporation, shall be entitled to reasonable access to any Condominium Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or Limited Areas or any parts thereof, or any equipment,

facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas.

ARTICLE VI

Restrictions, Entry and Rules and Regulations

Section 6.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to Village at Eagle Creek and are in addition to those set forth in the Declaration:

(a) All Condominium Units shall be used exclusively for residential purposes and no Condominium Unit may be partitioned or subdivided. No more than four (4) persons may occupy any Condominium Unit as a residence at any one time unless the Board of Directors grants express written permission.

(b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such supplement or amendment to the Declaration, without the consent of the Board of Directors.

(c) Nothing shall be done or kept in any Condominium Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on

any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Condominium Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or any part of the Common Areas or contents thereof, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted and no waste shall be committed in any Condominium Unit, Common Areas, or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Building without the prior consent of the Board.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit or in the Common Areas or Limited Areas or on the Property, except that pet dogs, cats or customary household pets may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. An Owner shall

be fully liable for any injury or damage to persons or property including the Common Areas or Limited Areas, caused by his pet. The Board may adopt such rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring a pet on the Property shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Areas. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Board to the respective Owner to do so.

(g) Nothing shall be done or permitted in any Condominium Unit which will impair the structural integrity of any Building or which would structurally change any Building or which would affect the exterior

appearance of any Condominium Unit, except as otherwise provided in the Declaration or these By-Laws. No Condominium Unit shall be used in any unlawful manner or in any manner which might cause injury to the reputation of Village at Eagle Creek or which might be a nuisance, annoyance, inconvenience or damaging to other Owners and occupants of Condominium Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(j) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Property or any Condominium Unit without the prior written consent of the Board; provided, however, that the

right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Condominium Units.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Condominium Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Condominium Units, the Common Areas and Limited Areas.

(l) Except for vehicles being used by Declarant or by persons providing services to the Declarant, the Corporation or an Owner, no boats, campers, trailers of any kind, buses, mobile homes, trucks (other than 3/4 ton or less pick-up trucks), motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked or stored anywhere within the Property; provided, however, that nothing herein shall prevent (1) the parking or storage of such vehicles completely enclosed within a garage and (2) the driving or using of such vehicles for ingress and egress to and from such Owner's

Condominium Unit provided, the shortest route to and from a public road is used. No repair work shall be done on the Property on any vehicles, including passenger automobiles.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with express permission from the Board and if such permission is granted such Owner shall be obligated to maintain any such trees or landscaping.

(n) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose, both Common Areas and Limited Areas, any furniture, packages or objects of any kind, without the consent of the Board of Directors.

(o) All garbage, trash and refuse shall be deposited only in covered sanitary containers or dumpsters placed by the Corporation on the Common Areas. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for deposit in the appropriate sanitary containers. No open fires shall be permitted on any part of the Property other than fires in charcoal grills or other similar devices located within the Limited Common Areas.

(p) Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

(q) No Owner may rent or lease his Condominium Unit for transient or hotel purposes.

(r) Any Owner who leases a Condominium Unit shall lease the entire Condominium Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration, the By-Laws and the Rules and Regulations as adopted by the Board and any failure of the lessee to comply with the terms of such documents shall be a default under the lease.

Section 6.02. Compliance with Covenants, Conditions and Restrictions. Every Owner, mortgagee, lessee or other occupant of a Condominium Unit shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-Laws and with the Rules and Regulations in relation to the use and operation of the Tract. A violation committed by any persons residing in, occupying or visiting a Condominium Unit at the behest or with the implied or express permission of the Owner or any other occupant of the Condominium Unit, or committed by any agent, employee, business invitee, or contractor of the Owner or of any person occupying a Condominium Unit, shall be attributed to that Condominium Unit

and the Owner thereof. Failure to comply with any of said covenants, conditions and/or restrictions shall be grounds for withdrawal by the Board of Directors of privileges with respect to the use of any of the Common Areas by any defaulting Owner and by his tenants, invitees, guests and all members of his family and/or his tenant's family. The Board may also prohibit any Owner from entering into any new lease of his Condominium Unit with anyone so long as he is in default in the performance of any of his obligations under the Declaration, By-Laws, or Rules and Regulations. An action seeking a declaratory judgment, the recovery of sums due for damages, or injunctive relief, or any or all of them may be maintained by any interested party against any Owner, or any person entitled to occupy a Condominium Unit who refuses to comply or threatens to refuse to comply with any provisions of this Declaration, the By-Laws, the Rules and Regulations, or any other document establishing ownership or control over any part of the Tract. One or more Owners may bring a class action on behalf of all Owners.

After giving not less than 10 days prior written notice to an Owner who has not complied, and after giving such party the opportunity to be heard by the Board of Directors, the Board of Directors shall have the right to impose a fine of not more than \$100 for the second violation attributable to a particular owner in a calendar year against that Owner and the

Condominium Unit in which such Owner holds an ownership interest. For a third violation attributable to the same Owner in the same calendar year (whether or not this third violation involves the same term or provision of the above-described condominium instruments as the first or second violations), the Board of Directors, after giving the above-described notice and opportunity to be heard, may levy a fine against that Owner and the Condominium Unit in which such Owner holds an ownership interest in an amount not in excess of \$200. For the fourth and every subsequent such violation of said condominium instruments by the same Owner in the same calendar year (whether these violations involve the same provisions as the previous violations), the Board of Directors, after giving the above-described notice and opportunity to be heard, may levy a fine against that Owner and the Condominium Unit in which such Owner holds an ownership interest in double the amount of the fine for the immediately preceding violation in that calendar year.

All fines described above, any fines imposed by the Board of Directors and any and all expenses incurred by the Corporation in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorney's fees, may be levied as a special assessment against the Owner in question and his Condominium Unit.

Any action brought by the Corporation hereunder may be brought in its own name, in the name of its Board of Directors or in the name of the Managing Agent. In any case of flagrant or repeated violation by an Owner, he may be required by the Board of Directors to give sufficient surety or sureties for his future compliance with the covenants, conditions and restrictions contained in this Declaration and with the By-Laws and Rules and Regulations.

Section 6.03. Right of Entry. All Owners and occupants of a Condominium Unit shall be deemed to have granted the right of entry thereto to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his Condominium Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Condominium Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.04. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operating of the Property,

including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in paragraph 18 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior to the Applicable Date without the consent and approval of Declarant.

870033372

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit or the Mortgagee shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to the Mortgagee as may be otherwise required by the Declaration, these By-Laws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration, these By-Laws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under the Declaration or these

By-Laws which is not cured within thirty (30) days. Any Mortgagee shall have the right to inspect the books and records of the Corporation during normal business hours.

Section 8.02. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Condominium Unit, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for nor shall the Condominium Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.03 hereof.

ARTICLE IX

Miscellaneous

Section 9.01. Fiscal year. The fiscal year of the Corporation shall be the calendar year.

Section 9.02. Membership Certificates. Each member of the Corporation shall receive a certificate from the Corporation, signed by the president or vice-president, and secretary or assistant secretary thereof, stating that he is a

member of the Corporation. Such certificates shall be non-transferable and a member's certificate shall become void and of no force and effect upon sale by a member of his Condominium Unit. Such membership certificates shall be in a form and style determined by the Board.

Section 9.03. Personal Interests. No member of the Corporation shall have or receive any earnings from the Corporation, except a member who is an officer, director or employee of the Corporation may receive fair and reasonable compensation for his services as officer, director or employee, and a member may also receive principal and interest on moneys loaned or advanced to the Corporation as provided in the Statute.

Section 9.04. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the President or in his absence the Treasurer. Any one of the documents heretofore mentioned in this section for use outside the ordinary course of business of the Corporation or any notes or bonds of the Corporation shall be executed by and require the signature of the President and Secretary.

No. 2876

TIMBER LANE ESTATES ADDITION
1st Section Hamilton County, Indiana.

Book 2 page 149

8.

I, The UNDERSIGNED, HEREBY CERTIFY THAT THE WITHIN PLAT IS TRUE AND CORRECT, REPRESENTING A SURVEY OF A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 4 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH IN AND ALONG THE EAST LINE THEREOF 275 FEET; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION 210.21 FEET; THENCE DEFLECTING TO THE LEFT (78° 26') SEVENTY EIGHT DEGREES TWENTY SIX MINUTES A DISTANCE OF 224.56 FEET THENCE DEFLECTING TO THE LEFT TWELVE DEGREES TWENTY FIVE MINUTES (12° 35') A DISTANCE OF 483.45 FEET; THENCE DEFLECTING TO THE RIGHT NINETY ONE DEGREES THREE MINUTES (91° 03') A DISTANCE OF 551.30 FEET; THENCE NORTH, PARALLEL TO SAID EAST LINE 978.15 FEET TO A POINT IN SAID NORTH LINE, DISTANT WEST 805.86 FEET OF SAID EAST LINE 978.15 FEET, IN AND ALONG SAID NORTH LINE, 805.86 FEET TO THE PLACE OF BEGINNING.

THIS SUBDIVISION CONSISTS OF SEVENTEEN (17) LOTS NUMBERING FROM ONE (1) TO SEVENTEEN (17) CONTAINING IN ALL 14.27 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY.

ROTH / TITLE SEARCH SERVICES, LLC

EAST LINE THEREOF 275 FEET; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID QUARRIES DIVISION, 210.21 FEET; THENCE DEFLECTING TO THE LEFT (78° 26') SEVENTY EIGHT DEGREES TWENTY SIX MINUTES A DISTANCE OF 224.56 FEET THENCE DEFLECTING TO THE LEFT TWELVE DEGREES TWENTY FIVE MINUTES (12° 35') A DISTANCE OF 483.45 FEET; THENCE DEFLECTING TO THE RIGHT NINETY ONE DEGREES THREE MINUTES (91° 03') A DISTANCE OF 551.30 FEET; THENCE NORTH, PARALLEL TO SAID EAST LINE 978.15 FEET TO A POINT IN SAID NORTH LINE, DISTANT WEST 805.86 FEET OF SAID NORTHEAST CORNER; THENCE EAST, IN AND ALONG SAID NORTH LINE, 805.86 FEET TO THE PLACE OF BEGINNING.

CONTAINING IN ALL 14.27 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY.

THIS SUBDIVISION CONSISTS OF SEVENTEEN (17) LOTS NUMBERING FROM ONE (1) TO SEVENTEEN (17) BOTH INCLUSIVE.

THE SIZE OF LOTS AND WIDTH OF STREETS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL POINTS THEREOF.

WITNESS MY SIGNATURE THIS 17th DAY OF MAY, 1958.

William H. Seared
Registered Surveyor No. 4334
State of Indiana

(SEAL)

THE UNDERSIGNED, OWNERS OF THE REAL ESTATE HEREIN DESCRIBED, CERTIFY THAT THEY DO HEREBY LAY-OFF PLAT AND SUBDIVIDE THE SAME IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "TIMBER LANE ESTATES" ADDITION 1st SECTION, AN ADDITION TO HAMILTON COUNTY, INDIANA. THE FOLLOWING RESTRICTIONS, LIMITATIONS AND COVENANTS ARE HEREBY IMPOSED UPON AND SHALL RUN WITH THE LAND CONTAINED IN SUCH PLATTING.

ALL STREETS SHALL BE GRADED AND CONSTRUCTED TO SPECIFICATIONS SET UP BY THE HAMILTON COUNTY COMMISSIONERS BY AND AT THE EXPENSE OF THE DEVELOPERS OF THIS ADDITION.

ALL STREETS SHOWN HEREIN ARE HEREBY DEDICATED TO THE PUBLIC.

A. ALL LOTS IN THIS ADDITION ARE RESERVED FOR RESIDENTIAL USE, AND NO BUILDING OTHER THAN A ONE FAMILY RESIDENCE OR STRUCTURE OR FACILITY IN USE THERETO SHALL BE ERRECTED THEREON.

B. NO MORE THAN ONE BUILDING SHALL BE ERRECTED OR USED FOR RESIDENTIAL PURPOSES ON ANY LOT IN THIS ADDITION.

C. NO RESIDENCE SHALL BE ERRECTED ON ANY LOT IN THIS ADDITION WHICH HAS A GROUND FLOOR AREA, EXCLUSIVE OF UNENCLOSED PORCHES AND ATTACHED GARAGE OF LESS THAN 1200 SQUARE FEET IN THE CASE OF A ONE STORY RESIDENCE OR LESS THAN 900' SQUARE FEET IN THE CASE OF A ONE AND ONE-HALF STORY RESIDENCE. ALL GARAGES ERRECTED IN THIS ADDITION SHALL BE ATTACHED TO THE RESIDENCE DWELLING.

D. TYPE OF RESIDENTIAL DWELLING IN THIS ADDITION SHALL BE RESTRICTED TO STONE OR BRICK TYPE OF CONSTRUCTION, EXCEPT THAT A PARTIAL FRAME DWELLING MAY BE CONSTRUCTED UPON ANY LOT IN THIS ADDITION PROVIDED SAID COMBINATION OF STONE (OR BRICK) AND FRAME SHALL NOT EXCEED FIFTY (50)PERCENT FRAME ON ANY ONE-SIDE OF THE DWELLING.

E. NO TRAILOR, TENT, SHACK, ATTACHED SHED OR TEMPORARY BUILDING SHALL BE USED FOR TEMPORARY OR PERMANENT RESIDENCE ON ANY LOT IN THIS ADDITION. ATTACHED GARAGE, TOOL SHED OR DETACHED STORAGE BUILDING ERRECTED OR USED AS ACCESSORY TO A RESIDENCE IN THIS ADDITION SHALL BE OF A PERMENENT TYPE OF CONSTRUCTION AND CONFORM TO THE GENERAL ARCHITECTURE AND APPEARANCE OF SUCH RESIDENCE.

F. NO FENCES SHALL BE ERRECTED IN THIS ADDITION BETWEEN THE BUILDING LINES AND THE PROPERTY LINES OF THE STREETS AS SHOWN ON THE WITHIN PLAT, EXCEPT WITH THE APPROVAL OF THE ARCHITECTURAL COMMITTEE, WHICH FENCES SHALL NOT EXCEED 42 INCHES IN HEIGHT AND SHALL BE OF A DECORATIVE NATURE.

G. ON ANY LOT IN THIS ADDITION ANY BUILDING ERRECTED SHALL HAVE A FEAR YARD OF NOT LESS THAN 25' FEET IN DEPTH AND A SIDE YARD OF NOT LESS THAN 15' FEET MEASURED AT THE BUILDING LINE.

H. NO BUILDING SHALL BE ERRECTED IN THIS ADDITION IN EXCESS OF ONE AND ONE-HALF STORY

CONTINUED

AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN MY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVED WILL NOT BE REQUIRED AND RELATED COVENANTS SHALL BE DEEMED FULLY COMPLIED WITH.

K. THE UTILITY STRIPS SHOWN ON THE WITHIN PLAT ARE RESERVED AS EASEMENTS FOR USE OF CITY OF COUNTY IN WHICH THIS ADDITION IS LOCATED, OWNERS IN THIS ADDITION AND PUBLIC UTILITIES COMPANY FOR THE INSTALLATION, USE, MAINTAINANCE, REPAIR AND REMOVAL OF SEWERS, WATER MAINS, UTILITY POLES, WIRES AND OTHER FACILITIES AND UTILITIES NECESSARY OR INCIDENT TO THE COMMON WELFARE AND USE AND OCCUPANCY FOR RESIDENTIAL PURPOSES OF THE HOUSES TO BE ERRECTED IN THIS ADDITION. NO BUILDING OR OTHER STRUCTURE EXCEPT WALKS, OR DRIVEWAYS SHALL BE ERRECTED OR MAINTAINED UPON, OVER, UNDER OR ACROSS ANY SUCH UTILITY STRIP FOR ANY USE EXCEPT AS SET FORTH HEREIN AND OWNERS IN THIS ADDITION SHALL TAKE THEIR TITLE TO THE LAND CONTAINED IN SUCH UTILITY STRIP SUBJECT TO THE PERPETUAL EASEMENT HEREIN RESERVED.

L. DRAINAGE EASEMENTS, IF SHOWN ON THE WITHIN PLAT ARE RESERVED FOR THE DRAINAGE OF STORM WATERS, WHETHER BY SWALL, DITCH OR STORM SEWER, NO STRUCTURE OTHER THAN STORM DRAINAGE STRUCTURES SHALL BE ERRECTED IN, ON, OVER, UNDER OR ACROSS ANY SUCH EASEMENT, EXCEPT THAT A DRAINAGE EASEMENT MAY ALSO BE USED AS A UTILITY STRIP AND STRUCTURES PERMITTED IN A UTILITY STRIP MAY BE ERRECTED THEREIN PROVIDED THAT THEY DO NOT INTERFERE WITH THE FLOW OF WATER. OWNERS IN THIS ADDITION SHALL TAKE TITLE TO THE LAND CONTAINED IN SUCH DRAINAGE EASEMENT SUBJECT TO THE PERPETUAL EASEMENT HEREIN GRANTED AND BY ACCEPTANCE OF THE TITLE AGRESS TO KEEP AND MAINTAIN SUCH EASEMENT IN A CONDITION WHICH SHALL INSURE ITS PRIMARY FUNCTION AS A MEANS OF DISPOSING OF STORM WATER.

M. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY DESCRIPTION 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 KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

N. A PRIVATE SEWAGE DISPOSAL WHICH COMPLIES WITH THE RECOMMENDATIONS AND SPECIFICATIONS OF THE DIVISION OF SANITARY ENGINEERING OF THE INDIANA STATE BOARD OF HEALTH SHALL BE INSTALLED IN CONNECTION WITH SUCH DWELLING ERRECTED IN THIS ADDITION.

O. NO LOT IN THIS ADDITION SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH TRASH, GARBAGE OR OTHER WASTE AND SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS.

P. THE RIGHT TO ENFORCE THE WITHIN RESTRICTIONS, PROVISIONS AND COVENANTS BY INJUNCTION IS HEREBY DEDICATED AND RESERVED TO OWNERS OF LOTS IN THIS ADDITION, THEIR HEIRS AND ASSIGNS WHO SHALL BE ENTITLED TO SUCH RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGE OF ANY KIND TO ANY SUCH OWNERS OR OWNERS BY OR THROUGH ANY SUCH VIOLATION OR ATTEMPTED VIOLATION. SAID PROVISIONS SHALL BE AND CONTINUE IN FULL FORCE AND EFFECT FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS PLAT AND THEREAFTER UNLESS AND UNTIL BY A VOTE OF THE THEN OWNERS OF TWO THIRDS MAJORITY OF THE TOTAL AREA OF THIS ADDITION IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR SIGNATURES THIS 20 DAY OF OCT., 1958

(M. D. Gatewood's Mark) X

M. D. Gatewood

Witnessed by David Gatewood

& Van Elter

Pearl Gatewood /s/
Pearl Gatewood /t/

TWO THIRDS MAJORITY OF THE TOTAL AREA OF THIS ADDITION IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR SIGNATURES THIS 20 DAY OF OCT., 1958

Pearl Gatewood /s/
Pearl Gatewood /t/

(M. D. Gatewood's Mark) X
M. D. Gatewood

Witnessed by David Gatewood
& Van Eller

STATE OF INDIANA
COUNTY OF HAMILTON S.S.

PERSONALLY APPEARED, BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, M. D. GATEWOOD AND PEARL GATEWOOD, HUSBAND AND WIFE AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING CERTIFICATE AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED.

Howard M. Barnhill 27 May 1962
Notary Public.

CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947 EMATED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE COUNTY, AS FOLLOWS:

Approved by the County J. W. Goffman
County Plan President
Commission at a Roy D. Horney
Meeting held Secretary
Oct. 20, 1958.

CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 47, ACTS OF THE GENERAL ASSEMBLY OF INDIANA OF 1951, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD: 11-3-1958

Robert Gilkey
Thomas N. Nance

Board of County
Commissioners:

ATTEST:

E. Frank Burris
Auditor of Hamilton
County, Indiana.

RECEIVED FOR RECORD
at 2:00 o'clock P.M.
Jun 19, 1959
Book 2 Page 149
Elizabeth Clover
Recorder Hamilton County, Ind.

ED.

Howard M. Barnhill 27 May 1962
Notary Public.

CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174,
ACTS OF 1947 EMATED BY THE GENERAL ASSEMBLY
OF THE STATE OF INDIANA, AND ALL ACTS
AMENDATORY THERETO AND ORDINANCE ADOPTED
BY THE BOARD OF COMMISSIONERS OF HAMILTON
COUNTY, INDIANA, THIS PLAT WAS GIVEN
APPROVAL BY THE COUNTY, AS FOLLOWS:

Approved by the County: W. Coffman
County Plan President
Commission at a Roy D. Hgrney
Meeting held Secretary
Oct. 20, 1958.

RECEIVED FOR RECORD
at 2:00 o'clock P.M.
Jun 19, 1959
Book 2 Page 149
Elizabeth Glover
Recorder Hamilton County, Ind.

CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 47,
ACTS OF THE GENERAL ASSEMBLY OF INDIANA
OF 1951, THIS PLAT WAS GIVEN APPROVAL BY
THE BOARD OF COUNTY COMMISSIONERS OF
HAMILTON COUNTY, INDIANA, AT A MEETING
HELD: 11-3-1958

Rocert Gilkey
Thomas N. Nance
Board of County
Commissioners:

ATTEST:
E. Frank Burris
Auditor of Hamilton
County, Indiana.