

**RESTATED AND AMENDED
DEVELOPMENT STATEMENT
FOR
TIMBERGATE
A RESIDENTIAL GOLF COURSE COMMUNITY**

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERGATE SUBDIVISION ("Declaration"), is made this ___ day of _____, 2021, by Timbergate Development, LLC, and Indiana limited liability company (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

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 further restated by document recorded September 20, 2012; 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, the prior Declarant, Amos Investment Corp., has assigned its interest as Declarant to Timbergate Development, LLC;

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 ___ day of _____, 2021, 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 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 Records 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. Development Standards. The development standards for each residential section indicated on the Preliminary Plat shall be those listed below:

6.1 Development Standards for Timbergate Section 1 (Exhibit A):

The minimum lot area square footage shall be 12,000 (however a downward deviation of not more than twenty percent (20%) is permitted for not more than twenty percent (20%) of the lots in a section (hereinafter "20/20 Option"). The minimum lot width shall be one

hundred feet (100') subject to a 20/20 Option; the minimum aggregate side yard width shall be twenty feet (20'); the minimum side yard width shall be five feet (5') and the minimum floor area, exclusive of open porches and attached garages, shall be eighteen hundred (1800) square feet for a single-story residence and twenty-two hundred (2200) square feet for a two-story residence. The maximum height for any structure shall be thirty-five feet (35').

6.2 Development Standards for Timbergate Sections 1A and 1B (Exhibit A):

NOTE: The "Condominium" area may be developed for either conventional ownership under standard platting procedures or for condominium ownership under a Horizontal Property Regime ("HPR"). In order to address the different recording needs of each type of ownership, the development standards in this section have been divided into subsections applicable to ownership under either platting or HPR.

6.2.1 Platting Development Standards;

Minimum Lot Size: 12,000 sq. ft. per duplex;
6,000 sq. ft. per detached family dwelling;

Minimum Setbacks:

Front: 25' from right of way

Side: 0' along lot lines coincident with common or party walls for duplex units.

0' along all other lot lines provided that a minimum distance of 12' shall be maintained between primary buildings.

Rear: 20' – primary structure

Minimum Lot Width: 90' per duplex; 45' per detached single-family dwelling (both measured at building setback line).

Minimum Lot Frontage: 50' per duplex; 25' per detached single family dwelling

Minimum Living Area: 1200 sq. ft. per dwelling
(excluding open porches, basements and garages)

Maximum Height: 35'

6.2.2 HPR Development Standards;

Minimum Setbacks:

Front:	25' from right of way
Side:	12' shall be maintained between primary buildings
Rear:	20' – primary structure

Minimum Living Area: 1000 sq. ft. per dwelling
(excluding open porches, basements and garages)

Maximum Height: 35'

6.3 Development Standards for Timbergate Section 2 (Exhibit A):

The minimum lot area square footage shall be 9,600. The minimum lot width shall be eighty feet (80'); the minimum aggregate side yard width shall be twelve feet (12'); the minimum side yard width shall be five feet (5') and the minimum floor area, exclusive of open porches and attached garages, shall be twelve hundred (1200) square feet for a single-story residence and twenty-two hundred (2200) square feet for a two-story residence. The maximum height for any structure shall be thirty-five feet (35')

6.4 Zero Lot Line Single Family Dwelling. A zero lot line single family dwelling shall be defined as a dwelling which is positioned on an approved residential lot immediately adjacent to a side yard property line. Zero lot line single family units may be attached at the lot line to a unit on an adjoining lot to form two attached single family dwelling units. Zero lot lines are permitted in Section 2.

6.4.1 Zero Lot Line Development Standards. In allowing zero lot line single family dwelling units, the side yard set back may be zero on one side of the lot provided that:

6.4.1.1. The adjoining lot is held under the same ownership at the time of initial construction and the minimum side yard setback for such adjacent lot is either zero or not less than ten (10) feet; and

6.4.1.2. The opposite side yard setback is not less than ten (10) feet and is perpetually maintained free and clear from any obstructions other than three (3) foot eave encroachment and normal landscaping; and,

6.4.1.3. The wall located at the zero side yard setback is constructed with maintenance free, solid decorative masonry or such other decorative material as may be deemed free of maintenance; and,

6.4.1.4. No portion of the dwelling or architectural features project over any property line; and,

6.4.1.1. The zero side yard is not adjacent to a public or private right of way.

6.5 Patio Homes. A Detached Patio Home shall be defined as a single family dwelling which is positioned on an approved residential lot immediately adjacent to a side yard property line or lot center line. Patio Home units may be attached at the lot center line or at the lot line to an adjoining lot to form two attached single family dwelling units. Patio Homes are permitted in Section 2.

6.5.1 Patio Homes Development Standards. In allowing Patio Homes single family dwelling units, the side yard setback may be zero on one side of the lot provided that:

6.5.1.1. The adjoining lot is held under the same ownership at the time of initial construction and the minimum side yard setback for such adjacent lot is either zero or not less than ten (10) feet; and

6.5.1.2. The opposite side yard setback is not less than ten (10) feet and is perpetually maintained free and clear from any obstructions other than three (3) foot eave encroachment and normal landscaping; and,

6.5.1.3. The wall located at the zero side yard setback is constructed with maintenance free, solid decorative masonry or such other decorative material as may be deemed free of maintenance; and,

6.5.1.4. No portion of the dwelling or architectural features project over any property line; and,

6.5.1.1. The zero side yard is not adjacent to a public or private right of way.

6.6. Development Standards for Timbergate Sections 3 and 4 (Exhibit A)

The minimum lot area square footage shall be 8,400. The minimum lot width shall be seventy feet (70'). The minimum aggregate side yard width shall be twelve feet (12') and the minimum side yard width shall be five feet (5') and the minimum floor area, exclusive of open porches and attached garages, shall be twelve hundred fifty (1250) square feet for a single-story residence (except that 10% of the homes in Sections 3 and 4 may be eleven hundred fifty (1150) square feet) and sixteen hundred (1600) square feet for a two-story residence. The maximum height for any structure shall be thirty-five feet (35'). All residences shall have a porch or bump out gables on the rear elevations along with minimum landscaping standards in the rear yards which shall be determined by the Committee. Anti-monotony code shall apply to one residence on either side of each

residence and three residences across the street of each residence. All residences shall have irrigation on a separate water meter. There shall be no fences allowed. Yard maintenance program shall be provided.

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. Exterior Construction Materials – Sections 1, 1A, 1B and 2. The main level exterior walls of all dwellings to be constructed within Timbergate Subdivision Sections 1, 1A, 1B and 2, 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 20. Exterior Construction Materials – Sections 3 and 4. The main level exterior walls of all dwellings to be constructed within Timbergate Subdivision Sections 3 and 4, shall contain a minimum of 25% masonry except for design and accent features as approved by the Committee. Vinyl siding is not allowed; however, Fiber cement siding (also known as HardiePlank) shall be allowed. 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. In Sections 1, 1A, 1B and 2, 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. In Sections 3 and 4, Declarant may allow two coach light in lieu of post lights.

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 maybe 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 this ___ day of _____, 2021.

TIMBERGATE DEVELOPMENT, LLC
An Indiana limited liability company

By: Mark D. Gradison, Manager

STATE OF INDIANA
COUNTY OF MARION

BE IT REMEMBERED, That on ___ day of _____, 2021, before me, the subscriber, a Notary Public in and for said state, personally came Mark D. Gradison, the Manager of Timbergate Development, LLC, an Indiana limited liability company, who acknowledged that he did sign said instrument as such member on behalf of the limited liability company, duly authorized, that said instrument was signed as his free act and deed individually and the free act and deed of said limited liability company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Katherine E. Wagner, Notary Public
Resident of Hamilton County, Indiana
My Commission Expires: 12/4/2026

This document was prepared by Mark D. Gradison, on behalf of Timbergate Development, LLC.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Mark D. Gradison