

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TIMBERCREEK TRACT 4 ROADSIDE SUBDIVISION

This Declaration of the Covenants, Conditions and Restrictions of the Timbercreek Tract 4 Roadside Subdivision ("Declaration") is made this day of **March**, 2020 by Timbercreek Investments, IIc ("Declarant"). RECITALS

Whereas, Declarant is the owner of the real estate in Johnson County, State of Indiana, consisting of ten point sixty—six (10.66) acres which is more particularly described on page ("Real Estate");

Whereas, Declarant desires and intends to create on the Real Estate a residential community to be known as "Timbercreek Tract 4 Roadside Subdivision"; Whereas, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and, to this end, Declarant desires to subject the Real Estate and any additional real estate as described herein, to this Declaration, to certain rights, privileges, covenants, restrictions, easements, each and all to the extent herein provided, for the benefit of the Real Estate and each Owner of all or part thereof; and

Whereas, Declarant may from time to time develop similar residential communities in adjacent real estate and provide for a common drainage system to convey and discharge water for Lot ansite waste disposal system in each residential community and impose certain rights, privileges, covenants, restrictions, easements between the Lot Owners in each adjacent community.

Now, Therefore, Declarant, as owner of the Real Estate and any additional real estate which is hereafter made subject to this Declaration by Supplemental Declaration, hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied, subject to the provisions, agreements, conditions, covenants, Restrictions, Easements, hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein.

- Section 1. definitions 1.1 The following words and terms, when used in this Declaration, or in any supplement or amendment hereto, unless the context clearly requires otherwise, with initial capital letters, shall have the respective meanings as set
- forth in Section 1. 1.2 "Declarant" shall mean and refer to Timbercreek Investments, LLC and any successors and assigns of Timbercreek Investments, LLC whom it designates in one or more written recorded instruments, in the office of the Recorder of Johnson County, to have the rights of Declarant hereunder;
- 1.3 "Easement" shall mean those easements described and depicted on the Final Plat; 1.4 "Final Plat" shall mean and refer to the final recorded Timbercreek Tract 4 Roadside Subdivision of the Real Estate recorded in the Office of the Recorder of Johnson County, Indiana, as amended from time to time; 1.5 "Lot" means any parcel of the Real Estate which is designated and intended for use as a building site, o developed and improved for use as a single family residence, unless restricted as described herein, and shall be
- identified by numbers, 4A, 4B, 4C and 4D, on the Final Plat. 1.6 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding for all purposes those persons or entities having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary. If a Lot is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. The term Owner as used herein shall include Declarant so long as Declarant shall own any Lot in the Real Estate:
- 1.7 "Person" shall mean and refer to an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof;
- 1.8 "Real Estate" means the Real Estate, and all or such portion of any additional real estate as has, from time to time, been subjected to this Declaration:
- 1.9 "Supplemental Declaration shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant or its successors and assigns, and recorded in the public records of Johnson County, Indiana, which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional Restrictions and obligations on the land described therein;
- 1.10 "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, Easements, and all other provisions set forth in this Declaration, as the same may be amended from time to time; 1.11 Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

2.1 Declarant hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to the Declaration. The Owners of any Lot subject to Declaration, and all other Persons, by: (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lat, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such accupancy subject to the Declaration. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant. They also, for themselves, their heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, the Owners and subsequent Owners of each of the Lots affected by the Declaration to keep, observe, comply with and perform such

Declaration and gareement: 2.2 The Final Plat reserves and creates certain Easements which affect various Lots. The Owners of such Lots take title subject to those reserved Easements, and they shall not do anything to obstruct or interfere with the use of such Fasements. The location of any unauthorized improvements in an Fasement area is done at the Owner's risk and is subject to possible removal by the grantee of such Easement. Said Easements impose certain maintenance responsibilities on the Owners of said Lots. As such, said Owners accept such responsibilities; 2.3 The Declarant may develop additional residential communities adjacent to the Real Estate that include a common drainage system and Easements, requiring additional maintenance responsibilities to the Lot Owner and restrictions on Lot ownership.

Section 3. Lot 4D driveway and access easement across lot 1B.2 3.1 Purpose

3.5 Maintenance

- (a) Lot 4D shall have access to a common driveway with the Owner of Lot 18.2 of the Timbercreek Tract 1 Exempt Subdivision, as recorded with the Recorder of Johnson County on the 3 day of Warch, 2020 as Instrument No. 2020 6535 (Timbercreek Tract 1 Exempt Subdivision") for the purpose of providing vehicular and pedestrian access, ingress and egress to and from State Road 44. 3.2 Easement
- (a) Declarant hereby grants a perpetual, non-exclusive Easement, in, over, through and across Lot 1B.2 as is more particularly described and depicted in the Timbercreek Tract 1 Exempt Subdivision, to and for the benefit of the Owner of Lots 4D and 1B.2 ('4D/1B.2 Access Benefited Owners') and their tenants, agents, invitees, heirs, successors and assigns, for the purpose described in Section 3.1. Such Ecsement shall be an Easement running with and appurtenant to Lot 1B.2 and subject to the Restrictions and the Declaration herein and those restrictions shown on the Timbercreek Tract 1 Exempt Subdivision (*1B.2 Access Easement*).
- 3.3 Use (a) No vehicle shall be parked on or within the 1B.2 Access Easement, nor shall any impediment be placed, stored or maintained on or within the 1B.2 Access Easement. It is the intent of this Declaration that the 1B.2 Access Easement shall remain free and clear to allow the Owner of each Lot (and his or her invitees) to have full, unimpeded access to their respective Lots and the individual driveways which branch off of the 1B.2 Access
- (b) No person shall in any way prohibit, restrict, limit or in any matter interfere with normal ingress and egress and use of the 1B.2 Access Easement by the 4D/1B.2 Access Benefited Owners or their invitees; (c) Normal ingress and egress and use shall include not only use by the 4D/1B.2 Access Benefited Owners, but also by their family, guests, invitees, trades people and others bound for or returning from Lot 1B2 or Lot 4D.
- 3.4 Construction of Improvements (a) Upon the conveyance of either Lot 1B.2 or Lot 4D, by the Declarant, for purpose of construction of a residence upon either Lot, the 4D/1B.2 Access Benefited Owners shall construct, install, and shall pay and divide equally the costs to construct the necessary improvements within the 1B.2 Access Eosement to access State Road 44 and operate by means thereof a private road for the transportation of private vehicular and pedestrian traffic
- ("1B.2 Access Improvements"); (b) The 1B.2 Access Improvements shall consist of hard surface with either concrete or an acceptable alternate approved by the Declarant and shall be so surfaced from their point of connection with the State Road 44 to their point of connection with the end of the 4D/1B.2 Access/Driveway Easement. No gravel or stone driveways will be permitted unless written approval is obtained from the Declarant;
- (c) The 1B.2 Access Improvements shall be performed in a good, expeditious and workmanlike manner with appropriate materials in accordance with all applicable laws, rules, ordinances and regulations; (d) The commencement of the construction of the 1B.2 Access Improvements shall be by Agreement of the 4D/1B.2 Access Benefited Owners.
- upkeep of the 1B.2 Access improvements. They shall pay and divide equally the costs thereof; (b) Maintenance will be undertaken whenever necessary to maintain the 1B.2 Access Improvements in a good, safe operating condition at all times and to insure the provision of safe access; (c) Notwithstanding any obligations or duty of the 4D/1B.2 Access Benefited Owners, if due to the willful, intentional or negligent acts or omissions of an 4D/1B.2 Access Benefited Owner or of a member of his/her family or of a guest, tenant, invitee or other occupant of visitor of such Owner, damage shall be caused to the 1B.2 Access Improvements, then such Owner shall pay for such damage. If said Owner fails to pay such damage within thirty (30) days of written demand, then the cost of such damage shall become a lien upon that Owner's Lot;

(d) Any of the 4D/1B.2 Access Benefited Owners shall be entitled to reasonable access to Lot 1B.2, as may be

required in connection with maintenance and/or construction of the 1B.2 Access Improvements.

(a) The 4D/1B.2 Access Benefited Owners shall be responsible for the maintenance, repairs, replacements and

- 4.1 Purpose (a) Lot 4D shall have a right-of-way access across Lot 1B.3 of the Timbercreek Tract 1 Exempt Subdivision, for the purpose of providing vehicular and pedestrian access, ingress and egress to and from State Road 44.
- 4.2 Easement (a) Declarant hereby grants a perpetual, non-exclusive Easement, in, over, through and across Lot 1B.3 as is more particularly described and depicted in the Timbercreek Tract 1 Exempt Subdivision, to and for the benefit of the Owner of Lot 4D and their tenants, agents, invitees, heirs, successors and assigns, for the purpose described in Section 4.1. Such Easement shall be an Easement running with and appurtenant to Lot 1B.3, and subject to the Restrictions and the Declaration herein and those restrictions shown on the Timbercreek Tract 1 Exempt Subdivision
- (a) No vehicle shall be parked on or within the 1B.3 Access Easement, nor shall any impediment be placed, stored or maintained on or within the 1B.3 Access Easement. It is the intent of this Declaration that the 1B.3 Access Easement shall remain free and clear to allow the Owner of Lot 4D (and his or her invitees) to have full, unimpeded
- (b) No person shall in any way prohibit, restrict, limit or in any manner interfere with normal ingress and egress and use of the 1B.3 Access Easement by the Owner of Lot 4D.or their invitees; (c) Normal ingress and egress and use shall include not only use by the Owner of Lot 4D, but also by their family, guests, invitees, trades people and others bound for or returning from their Lot.
- 4.4 Construction of Improvements (a) Upon the conveyance of Lot 4D by the Declarant for the purpose of construction of a residence upon said Lot, the Owner of Lot 4D shall construct, install and pay all costs for the necessary improvements within the 1B.3 Access Easement for the transportation of private vehicular and pedestrian traffic ("1B.3 Access Improvements"); (b) The 18.3 Access Improvements shall consist of hard surface with either concrete or an acceptable alternate approved by the Declarant. No gravel or stone will be permitted unless written approval is obtained from the
- (c) The 1B.3 Access Improvements shall be performed in a good, expeditious and workmanlike manner with appropriate materials in accordance with all applicable laws, rules, ordinances and regulations. (d) The commencement of the construction of the 1B.3 Access Improvements shall be by Agreement of the Owner Lot 4D and the Declarant.
- 4.5 Maintenance (a) The Owner of Lot 4D shall be solely responsible for the maintenance, repairs, replacements and upkeep of the 1B.3 Access Improvements and pay the costs thereof; (b) Maintenance will be undertaken whenever necessary to maintain the 1B.3 Access Improvements in a good, safe operating condition at all times and to insure the provision of safe access:
- (c) Notwithstanding any obligations or duty of the Lot 4D Owner, if due to the willful, intentional or negligent acts or omissions of a Lot 1B.3 Owner or of a member of his/her family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the 1B.3 Access Improvements, then such Owner shall pay for such damage. If said Owner fails to pay such damage within thirty (30) days of written demand, then the cost of such damage shall become a lien upon that Owner's Lot; (d) The Owner of Lot 4D shall be entitled to reasonable access to Lot 1B.3 as may be required in connection with maintenance and/or construction of the 1B.3 Access Improvements.

Section 5. LOT 4C ACCESS EASEMENT

Lot 4C and the Declarant;

(*1B.3 Access Easement").

- 5.1 Purpose (a) Lot 4C shall be restricted to only one (1) access for the purpose of providing vehicular and pedestrian access, ingress and egress to and from State Road 44 as described in Section 5.
- (a) Declarant hereby grants a perpetual, non-exclusive Easement, in, over, through and across Lot 4C as is more particularly described and depicted in the Final Plat, to and for the benefit of the Owner of Lot 4C and their tenants, agents, invitees, heirs, successors and assigns, for the purpose described in Section 5.1 and such Easement shall be an Easement running with and appurtenant to Lot 4C subject to the Restrictions and the Declaration (*4C Access Easement*).
- 5.3 Construction Improvements (a) Upon the conveyance of Lot 4C by the Declarant for purpose of construction of a residence upon said Lot, the Owner of Lot 4C shall construct, install and pay all costs, for the necessary improvements within the 4C Access Easement to access State Road 44 for the transportation of private vehicular and pedestrian traffic (*4C Access Improvements"):
- (b) The 4C Access Improvements shall consist of hard surface with either concrete or an acceptable alternate approved by the Declarant. No gravel or stone will be permitted unless written approval is obtained from the
- (c) The 4C Access Improvements shall be performed in a good, expeditious and workmanlike manner with appropriate materials in accordance with all applicable laws, rules, ordinances and regulations; (d) The commencement of the construction of the 4C Access Improvements shall be by Agreement of the Owner
- 5.4 Maintenance (a) The Owner of Lot 4C shall be solely responsible for the maintenance, repairs, replacements and upkeep of the 4C Access Improvements and pay the costs thereof; (b) Maintenance will be undertaken whenever necessary to maintain the 4C Access Improvements in a good, safe

Section 6. lot 4c access to well and Garage on lot 3d

operating condition at all times and to insure the provision of safe access.

- 6.1 Purpose (a) That portion of Lot 3D of the Timbercreek Tract 3 Roadside Subdivision as recorded with the Recorder Johnson County on the 2 day of 1200, 2020 as Instrument No. 2020 as Instrument No. 2020 ("Timbercreek Tract 3 Roadside Subdivision"), that contains an existing water well and attached facilities ("3D Well") and improvements consisting of Garage ("3D Garage") shall be for the use and benefit of Lot 4C, and shall have its access restricted by an Easement as set forth in Section 6.
- 6.2 Easement (a) Declarant hereby grants a perpetual, non-exclusive Easement, in, over, under, through and across Lot 3D as is more particularly described and depicted in the Timbercreek Tract 3 Roadside Subdivision, to and for the benefit of the Owner of Lot 4C, their tenants, agents, invitees, heirs, successors and assigns, for the purpose of operating, using, maintaining, inspecting, removing and repairing an existing 3D Well and attached facilities, as may be required to operate and maintain the 3D Well and for the transmission and distribution of water to Lot 4C's existing water system and other related appurtenances, and for the purpose of using, maintaining, inspecting, repairing and access to the 3D Garage, subject to the Restrictions, the Declaration and those restrictions shown on the Timbercreek Tract 3 Roadside Subdivision (*3D Well/Garage Easement*). 6.3 Maintenance
- (a) The Owner of Lot 4C shall be solely responsible for the maintenance, repairs and upkeep of the 3D Well, 3D Garage, and the 3D Well/Garage Easement and pay the costs thereof; (b) Notwithstanding any obligations or duty of the Owner of Lot 4C described in Section 6.3(a), if due to the
- willful, intentional or negligent acts or omissions of an Owner of Lot 3D or of a member of his/her family or of a quest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the 3D Well, 3D Garage and/or the 3D Well/Garage Easement, then such Owner shall pay for such damage. If said Owner fails to pay such damage within thirty (30) days of written demand, then the cost of such damage shall become a lien upon that Owner's Lot:
- (c) The Owner of Lot 4C shall be entitled to reasonable access to any of Lot 3D, as may be required in connection with maintenanc or repairs of or to the 3D Well, 3D Garage, and/or 3D Well/Garage Easement for purposes of maintenance, including, but not limited to, access to the 3D Well/Garage Easement for such purposes.
- Section 7. Amendment to Declaration 7.1 Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and
- adopted in the following manner: (a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered;
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Owners having in the aggregate at least a majority of the votes of all Owners; (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held by the Owners following the notice of the meeting.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; (e) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's responsibility for maintenance and liability for the payment of any expenses described in the
- Declaration, or the method of determining the same; (f) Recording. Each amendment to the Declaration shall be executed by the majority of Lot Owners and shall be recorded in the office of the Recorder of Johnson County, Indiana. Such amendment shall not become effective until
- 7.2 Amendments by Declarant Only

without such Owner's consent; or

- (a) Notwithstanding the foregoing or anything else contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Lot Owners, or any other Person, to amend or supplement this Declaration at any time and from time to time if Declarant records the modification in the Office of the Recorder of Johnson County, Indiana, and if such amendment or supplement is made: (i) To bring this Declaration into compliance with any governmental requirements;
- (ii) To comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies
- (iii) To subject additional real estate to these restrictions; (iv) To correct clerical ar typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto:
- (v) To clarify, further define or limit any Easement, or other rights provided herein; or (vi) To change the substance of one or more covenants, Restrictions, conditions, terms or provisions hereof provided that such change: 1) Does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision
- 2) Is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. (b) In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 7.2 on
- behalf of each Owner as proxy or attorney—in-fact, as the case may be; (c) Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or dwelling unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power by the Declarant to vote in favor of, make, execute and record any such amendments; (d) The right of the Declarant to act pursuant to rights reserved or granted under this Section 7.2 shall terminate

at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

8.1 These covenants are to run with the Real Estate, and shall be binding on all parties and all Persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, at which time said covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless at any time after twenty-five (25) years the then Owners of seventy-five percent (75%) or more of the Lots garee to change (or terminate) said covenants and Restrictions in whole or in part and on the condition that an instrument to that effect signed by the Lot Owners voting in favor of such change has been recorded. Provided, however, that no change or termination of said covenants and/or Restrictions shall affect any Easement hereby created or granted unless all persons entitled to the beneficial use of such Easement shall consent thereto, in writing. 8.2 Vehicles shall be parked only in the garages or in the driveways serving a Lot. Provided however, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft and boat trailers and any parts related thereto, shall be parked only in enlosed garages, unless written approval is obtained from the Declarant. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on a Lot except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin. Notwithstanding the foregoing, service and delivery vehicles may be parked in a Lot for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot. Any vehicle parked in violation of this Section may be towed.

Section 9. Prosecution of violations 9.1 It shall be lawful for any Lot Owner or the Declarant to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, conditions, provisions or Restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other amounts for such violations, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and Restrictions shall be the financial responsibility of the Lot Owner or Owners found to be in violation. Invalidation of any one of these covenants and/or Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect; 9.2 Failure to enforce any specific requirement of the covenant and or Restrictions shall not be considered as a waiver of the right to enforce any covenant and or Restriction herein, thereafter; 9.3 Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the Declarant or the Owners of seventy-five percent (75%) or more of the Lots. Provided however, that no waiver shall affect any Easement hereby created or granted unless all persons entitled to the beneficial use of such

Easement shall consent thereto, in writing.

10.1 Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plyral. and vice versa, as appropriate.

11.1 The captions and titles of the various articles, sections sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

12.1 All Lot Owners shall comply with applicable zoning and building ordinances and codes in connection with construction of their dwelling units, including any applicable zoning commitments.

Section 13. Costs and Attorneys' fees In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, or to comply with any provision of this Declaration, as amended from time to time, the Owner shall be liable for costs and reasonable attorneys' fees incurred in connection with such default or failure.

IN WITNESS WHEREOF, witness the signature of the Declarant this ______ day of _______

Before me, a Notary Public in and for said County and State, personally appeared. Across Achieves as Member of

Resident of Johnston County, Indiana My Commission Expires:

inty, Indiana, and all amendments and supplements thereto;

The Real Estate is also subject to the Declaration of Covenants and Restrictions of Diagrature (Tract 1 Exempt Subdivision, recorded on the 3 day of Way Ch , 2020, as Instrument Number 300 - 006535 in the Office of the Recorder of Johnson County, Indiana, and all amendments and supplements thereto; the Declaration of Covenants and Restrictions of Timbercreek Tract 3 Roadside Subdivision, recorded on the 3 day of Way Ch , 2020, as Instrument Number 200 - 0053 e in the Office of the Recorder of Johnson

Any conflicting covenant or restriction contained in this plot shall govern and control to the extent only if there is an irreconcilable conflict with any of the covenants and restrictions contained in said Declarations, it being the intent hereof that all such covenants and restrictions shall be applicable to said Real Estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in said Declarations are hereby imposed upon and shall run with the land included in this plat and shall be binding upon the Developer and anyone at any time owning any part or portion of such land.

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Know what below. "IT'S THE LAW"
CALL 2 WORKING DAYS BEFORE YOU DIG

Call before you dig. THIS DRAWING/COMPUTER FILE IS THE PROPERTY OF PROJECTS PLUS ANY REPRODUCTION OR REUSE OF THIS DOCUMENT WITHOUT WRITTEN PERMISSION FROM PROJECTS PLUS IS PROHIBITED. ANY PERSON OR ENTITY USING THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THE PROJECT FOR WHICH IT WAS ORIGINALLY INTENDED, WITH OR WITHOUT PERMISSION

HARMLESS PROJECTS PLUS FROM ANY LOSS, INCLUDING BUT NOT LIMITE

JOB NUMBER

14010

SHEET

SEAL.

DATE April 23, 2019 plat represents the results of an Urban Survey, as defined in 865 IAC 1—12—7, completed, in the field, under my direct supervision, on January 15, 2019. The following paragraphs are observations and apinions regarding the uncertainties in the locations of monuments (found and set) record documents, and the deed lines as established by this survey, and as introduced by probable random errors in the measurements made due to the instrumentation and techniques employed. There may be differences between lines of occupation (possession) and the deed lines as shown on this survey. There may be unwritten rights regarding title over the land between the occupation and the deed line, the client should assurne that the uncertainty of ownership of these areas is, at least, equal to the magnitude of the difference.

The survey may show differences between the record (R), deed (D), or plat (P) dimensions and the measured (M) dimensions along the deed lines. There may also be references made to monuments found at or near the corners, or along the deed lines of the subject real estate. In cases where the monument is not exactly in agreement with this survey, but within the tolerances for the acceptable relative positional accuracy of the survey, a new monument was not set, because the difference is deemed insignificant, the difference may be shown hereon to accentuate the uncertainty of that corner. In those cases where the difference is greater than the acceptable relative positional accuracy or uncertainty in referenced monuments, caution should be exercised before making any improvements along those lines affected. Those uncertainties considered to be significant are discussed below.

Unless otherwise noted or shown on the survey, there is no visible evidence of occupation (possession) along the deed lines of the subject real estate. Monuments set in earthen cover are 5/8" rebar with yellow plastic caps stamped "PROJECTS PLUS—0029", unless otherwise noted. Monuments set on hard surfaced areas are as indicated on the drawing. There may be 5/8" rebar with red plastic caps stamped "PROJECTS PLUS—CONTROL POINT" found on or near the subject real estate. These are working points and not to be confused as monuments marking the boundaries of the subject property.

If a natural body of water (lake, pond, stream, river, etc.) bounds the subject real estate on any side or crosses the property, it should be noted that water features can and often do change due to natural causes and it may or may not represent the actual limit of title

may not represent the actual limit of title.

This survey is an "Urban Survey" as defined in 865 IAC 1-12-7. The acceptable Relative Positional Accuracies for

Monumente

this survey is 0.07 feet plus 50 Parts Per Million.

The following are the monuments found or reestablished marking the corners common to Section 20 Township 12 North, Range 4 East. The monuments are those as referenced and perpetuated by the Johnson County Surveyor's office. Two separate GPS abservations were made at the following corners.

Northwest Corner - Mag nail & washer found and called for at the top of povernent at the centerline/centerline intersection of division road and County Road 100 West per County Surveyor's "Section Corner Record" sheet.

North Corner - Mag nail & washer found and called for at the top of pavement of Division Road per County Surveyor's "Section Corner Record" sheet. Uncertainty: none apparent.

Northeast Corner - No monument was found at this Corner. County Surveyor does not have a current "Section Corner Record" sheet for this Corner. A Corner Tie sheet was found for this corner under the "1960's Corner Ties of Johnson Co. (Freese and Abpanalp)" under "Section Corners & Benchmarks" on the Johnson County Surveyor's web page. This Corner Tie sheet is Page 165 and is for Section 21, Township 12 North, Range 4 East. Point "A" is a description of the Northwest Corner of Section 21 (Northeast Corner Section 20). Point "A" is described as a "Johnson Co. Plug", provided three tie points, has a date of 1970 and is by Freese and Abplanalp. None of the ties from 1970 still exist. I then searched through the *1930's Section Corner Ties (Duckworth)* under above noted "Section Corners and Benchmarks". The Duckworth ties call for a stone at the Southeast Corner of Section 17 (Northeast Corner section 20). The Section Breakdown of Section 17, Township 12 North, Range 4 East has a distance of 2676.6 feet for the South line of the Southeast Quarter of said Section 17 (North line Northeast Quarter Section 20). The Section Breakdown of Section 16, Township 12 North, Range 4 East has a distance of 2723 feet for the West line of the Southwest Quarter of said Section 16 (East line Southeast Quarter Section 17). The two Duckworth ties had called for a stone at both noted corners and the County Surveyor's office has "Section Corner Record" sheet for these corners. The Corners were located, and the dimension shown on the Duckworth ties were used to provide a tentative location for the corner. 5/8" rebars were found at the Southeast and Southwest corners of Instrument Number 2016-003458 and the Northeast corner of Book 190, Page 480. The location of these corners was compared to the plotted deed location of the corners using the Duckworth Section Corner (Northeast Corner Section 20). Rebar found at Southeast corner is 0.74 feet East of Deed Corner. A concrete right-of-way monument is set at the actual corner per said Deed Corner. Rebar found at Southeast corner is 0.92 feet North and 0.14 feet West of Deed Corner. Northeast corner is located 0.57 West of Deed Corner. Remnants of an old farm fence were found near the South line of the North Half of the Northeast Quarter of Section 20. Existing fence is located from 2.8 North to 0.5' South of said South line per Duckworth Section Corner (Northeast Corner Section 20). A file was provided to the Johnson County Surveyor Office which reviewed the point. An "X" was painted in the road and a "small dig" which consist of a 4 foot by 4 foot by 3-foot-deep hole in Centerline Road and division Road was done by the County Surveyor's Office. No monument was found. The location of the corner per the Duckworth ties is being held for this survey. Uncertainty: 2 feet

East Corner - Mag nail & washer found and called for at the top of pavement of Centerline Road per County

Surveyor's "Section Corner Record" sheet. Uncertainty: none apparent.

Southeast Corner — Mag nail & washer found and called for at the top of pavement of Centerline Road per County Surveyor's "Section Corner Record" sheet. Uncertainty: none apparent.

South Corner - Stone found and called for per County Surveyor's "Section Corner Record" sheet. Uncertainty: none apparent.

Southwest Corner – Stone found and called for per County Surveyor's "Section Corner Record" sheet. Uncertainty: none apparent.

West Corner - Stone found and called for per County Surveyor's "Section Corner Record" sheet. Uncertainty: none

Center of Section - No monument found. County Survey does not have a "Section Corner Record" sheet for this

corner. Corner was established by aliquot parts.

The monuments listed above were used to establish the Section and Quarter Section lines of Section 20, Township

Common Title Lines

A comparison was made between the calls within the deed for the subject real estate and the calls within the deeds of adjoining parcels of land. The following is my observations regarding the locations of common deed lines.

There are no gaps or overlaps by deed. Newly created Tracts 4A through 4D are part of Tract IV and are bordered on the North and West by Tract I all contained in Instrument Number 2019—001154. Grants of right—of—way for State Road 44 and Centerline Road were acquired by Instrument Number 2015—020806

Occupation Along Deed Lin

Occupation means some observable improvement either man made or natural barrier (manipulated by man) to delineate the property line; however, not all fences are erected to define property lines and caution is warranted before accepting a barrier as such. One should also be aware that these possible lines of occupation, when not in agreement with the title lines, may indicate unwritten rights to the lands between the title line and the occupation

Existing garage is located south of the South line of Tract IV (newly created Lot 4C). North face of existing 21' x 20' garage is located 6.5' south of said South line. The existing well for Lot 4C is located 43' south of said South

If fences are to be installed it should be kept in mind the uncertainties of corners found or set.

As a result of the above observations, it is to the best of my knowledge and belief that the uncertainties in the locations of the lines and corners established on this survey are as follows:

Due to variances in reference monuments: 2', Northeast Corner, Northeast Quarter

Due to discrepancies in the record description: None apparent

Due to inconsistencies in lines of occupation: 43'. Existing well for Lot 4C.

2. The accuracy of the flood hazard data shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. According to the Federal Emergency Management Agency Flood Insurance Rate Map of Johnson County, Indiana, Community Panel

3. Information regarding the ownership of the subject real estate or adjoining parcels is that as shown in local government records, or as furnished by others.

4. The right-of-way width of State Road 44 and Centerline Road is per Instrument Number 2015-020806.

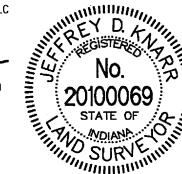
#18081C0230D dated August 2, 2007, the described real estate lies within Zone "AE" and Zone "X".

5. No evidence of the source of title for the subject real estate or adjoining parcels was provided; therefore, items such as easements or other exceptions commonly found in title commitments or policies, which may or may not affect the property, are not shown. Should additional information be required to be shown on the survey, please advise and provide the appropriate documents.

Certificate of Survey

jknarr@projectsplus.org

To: Timbercreek Investments, LLC



The southwest quarter of the northeast quarter of section twenty (20), township twelve (12) north, range four (4) east of the second principal meridian, containing forty (40) acres, more or less.

Also,

Part of the southeast quarter of the northeast quarter of section twenty (20), township and range aforesaid, described as follows: Beginning at the northeast corner of the quarter quarter section; thence west on the north line thereof, eighty (80) rods to the northwest corner thereof; thence south on the west line of said quarter quarter, to a point twenty—seven (27) rods and ten (10) links north of the south line of said quarter section; thence east to a point forty (40) rods west of the east line of said section; thence in a southeasterly direction, twenty—two (22) rods to the middle line of the Franklin and Martinsville Road; thence in a northeasterly direction with the middle line of said road, forty (40) rods and three (3) links to the east line of said section; thence north on said line to the place of beginning, containing thirty and fifty hundredth (30.50) acres, more or less.

Excepting therefrom the following:

A part of the Southeast Quarter of the Northeast Quarter of Section 20, Township 12 North, Range 4 East, Johnson County, Indiana described as follows: Beginning at the intersection of the West boundary of Center Road and the north line of said quarter—quarter section 14.95 feet Westerly along the north line of said quarter—quarter section of the Northeast corner of said quarter—quarter section; thence Southerly 649.21 feet along the west boundary of Center Road; Thence North 18 degrees, 41 minutes, 52 seconds West 124.73 feet; Thence North 01 degree 26 minutes 30 seconds West 531.94 feet to the North line of said quarter—quarter section; thence Easterly 37.05 feet along said north line to the point of beginning and containing 0.502 acres, more or less.

Tract IV

Forty (40) acres off of the North end of the east half of the South East Quarter (1/4) of Section Twenty (20), Township 12 North, Range 4 East of the Second Principal meridian. Also, Thirty-five (35) acres off of the North end of the west half of the South East Quarter (1/4), of Section 20, Township 12 North, Range 4 East of the second principal meridian.

anatina therefrom:

A part of the West half of the Southeast quarter of Section 20, Township 12 North, Range 4 East of the Second Principal Meridian, Franklin Township, Johnson County, Indiana, described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Southeast quarter of said Section; thence South 00 degrees 00 minutes West (assumed bearing) on and along the East line of said quarter quarter section 250.00 feet to a point on the centerline of State Road No. 44; thence South 54 degrees 14 minutes West on and along said centerline 252.31 feet to the Place of Beginning of this described Tract; thence South 17 degrees 52 minutes 25 seconds East 667.08 feet to a point in said East line that is 1032.36 feet South of the Northeast corner of said quarter quarter section; thence South 87 degrees 44 minutes 30 seconds West 601.26 feet to an iron pin; thence North 01 degree 36 minutes East 381.10 feet to a point in the centerline of said State Road No. 44, last said point also being North 48 degrees 29 minutes East a distance of 1023.82 feet from the intersection of said centerline and the West line of McCarty's Lakehurst Subdivision - First Section as recorded in Plat Book 4, Page 55 of the records of the Johnson County Recorder; thence North 54 degrees 14 minutes East on and along last said centerline 475.00 feet to the Place of Beginning, Containing 6.085 Acres, more or less in this exception and containing 10 the description less the exception 28.915 acres more or less.

Also the following to—wit: Beginning at the Southeast corner of the North East Quarter (1/4) of Section Twenty (20), Township 12 North, Range 4 East of the second principal meridian; thence North Twenty—six 926) poles and Thirty—five (35) Links; thence West Eighty (80) Poles; thence South Twenty—six (26) poles and Thirty—five (35) links; thence East to the place of beginning, containing Thirteen (13) acres more or less.

Excepting therefrom the following

Beginning at a point on the East line of said Section Twenty (20), Township 12 North, Range 4 East of the second principal meridian, Twenty—six (26) poles and Thirty—five (35) links north of the North East corner of the South East Quarter (1/4) of said Section; thence due West Forty (40) Poles; thence in a South East direction Twenty (20) Poles to a point in the center of the Franklin and Trafalgar Gravel Road, Forty (40) poles and Two (2) links southwest from the place of beginning, measured along the center of said Gravel Road; thence along the center of said Road to the place of beginning, containing in said part excepted Three and one—half (3 ½) acres, more or less

Except also the following: Part of said Section Twenty (20), Township 12 north, Range 4 East of the second principal meridian, beginning at a point in the center of said Gravel Road where the same crosses a line running East and West cutting Thirty—five (35) ccres of land off of the North end of the West half of the South East Quarter (1/4) of said section; thence east on said east and West line Twenty—six (26) Rods and Twelve (12) links; thence due North Twenty—two (22) Rods and ten (10) links to the center of said gravel Road; thence South West along the center of said Road to the place of beginning, containing in this exception 1.50 acres more or less and containing in this tract less exceptions 76.915 acres more or less.

"I AFFIRM, UNDER PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Part of the Northeast Quarter of Section 20, Township 12 North, Range 4 East of the Second Principal Meridian,

Commencing at the Southeast Corner of said Quarter Section; thence along the South line thereof South 87 degrees 57 minutes 34 seconds West (bearing based on State Plane Coordinates) 57.03 feet to the West right-of-way of Centerline Road per Instrument Number 2015-020806 as recorded in the Office of the Recorder of Johnson County, Indiana. The next six (6) courses are along last said Instrument Number; 1) thence North 09 degrees 02 minutes 28 seconds West 123.02 feet; 2) thence North 00 degrees 25 minutes 17 seconds East 64.49 feet to a curve concave easterly the radius point of said curve bears South 89 degrees 34 minutes 43 seconds East 6080,00 feet; 3) thence northerly along said curve through a central angle of 00 degrees 31 minutes 13 seconds 55.21 feet to the Point of Beginning of this described tract; 4) thence continuing along last said curve through a central angle of 00 degrees 49 minutes 17 seconds 87.15 feet; 5) thence North 01 degree 59 minutes 36 seconds East 56.87 feet; 6) thence North 26 degrees 40 minutes 12 seconds East 78.29 feet; thence South 87 degrees 51 minutes 26 seconds West 375.80 feet to the easterly right-of-way of State Road 44 per Instrument Number 2015-020806 as recorder in the Office of said Recorder, Said point also being on a curve concave northwesterly the radius point of said curve bears North 53 degrees 48 minutes 44 seconds West 2090.00 feet; thence southwesterly along said curve through a central angle of 06 degrees 40 minutes 59 seconds 243.78 feet to the center of an existing creek. The next three (3) courses are along last said centerline; 1) thence South 01 degree 21 minutes 28 seconds East 16.78 feet; 2) thence South 11 degrees 12 minutes 13 seconds East 13.94 feet; 3) thence South 31 degrees 35 minutes 29 seconds East 30.54 feet; thence North 85 degrees 22 minutes 16 seconds East 68.81 feet to the center of an existing creek. The next four (4) courses are along last said centerline; 1) thence North 27 degrees 05 minutes 19 seconds East 48.26 feet; 2) thence North 58 degrees 29 minutes 59 seconds East 48.37 feet; 3) thence North 68 degrees 37 minutes 36 seconds East 36.54 feet; 4) thence North 43 degrees 25 minutes 43 seconds East 45.72 feet; thence South 74 degrees 35 minutes 43 seconds East 285.33 feet to the Point of Beginning of this described tract containing 1.76 acres, more or less, subject to all rights-of-way, easements and

Part of the Northeast Quarter of Section 20, Township 12 North, Range 4 East of the Second Principal Meridian,

Commencing at the Southeast Corner of said Quarter Section; thence along the South line thereof South 87 degrees 57 minutes 34 seconds West (bearing based on State Plane Coordinates) 1116.55 feet to the West right—of—way of State Road 44; thence continuing along said South line South 87 degrees 57 minutes 34 seconds West 234.99 feet to the West line of the Southeast Quarter of said Northeast Quarter Section; thence along said West line North 00 degrees 06 minutes 14 seconds West 452.10 feet; thence North 87 degrees 57 minutes 27 seconds East 560.24 feet to the Point of Beginning of this described tract; thence continuing North 87 degrees 57 minutes 27 seconds East 143.60 feet to the to the West right—of—way of said State Road 44 per Instrument Number Instrument Number 2015—020806 as recorded in the Office of the Recorder of Johnson County, Indiana. Said point being on a curve concave northwesterly the radius point of said curve bears North 49 degrees 24 minutes 18 seconds West 1910.00 feet; thence southwesterly along said curve through a central angle of 06 degrees 01 minutes 38 seconds 200.92 feet; thence North 02 degrees 02 minutes 26 seconds West 140.36 feet to the Point of Beginning of this described tract containing 0.24 acres, more or less, subject to all rights—of—way, easements and restrictions.

The above described 1.76 acre tract and 0.24 acre tract are unbuildable.

Containing in total 2.00 acres.

Lat AD

Part of the Northeast Quarter of Section 20, Township 12 North, Range 4 East of the Second Principal Meridian, Johnson County, Indiana described as follows:

Commencing at the Southeast Corner of said Quarter Section; thence along the South line thereof South 87 degrees 57 minutes 34 seconds West (bearing based on State Plane Coordinates) 57.03 feet to the Point of Beginning of this described tract; thence continuing along said South line South 87 degrees 57 minutes 34 seconds West 314.45 feet; thence North 02 degrees 02 minutes 26 seconds West 294.04 feet to the centerline of and existing creek; thence along said centerline North 43 degrees 25 minutes 43 seconds East 45.72 feet; thence South 74 degrees 35 minutes 43 seconds East 285.33 feet to the westerly right—of—way of Centerline Road per Instrument Number 2015—020806 as recorded in the Office of the Recorder of Johnson County, Indiana. Said point being on a curve concave easterly the radius point of said curve bears South 89 degrees 03 minutes 30 seconds East 6080.00 feet. The next three (3) courses are along last said Instrument Number; 1) thence southerly along said curve through a central angle of 00 degrees 31 minutes 13 seconds 55.21 feet; 2) thence South 00 degrees 25 minutes 17 seconds West 64.49 feet; 3) thence South 09 degrees 02 minutes 28 seconds East 123.02 feet to the Point of Beginning containing 2.00 acres, more or less, subject to all rights—of—way, easements and restrictions.

Lot 4C

Part of the Northeast Quarter of Section 20, Township 12 North, Range 4 East of the Second Principal Meridian, Johnson County, Indiana described as follows:

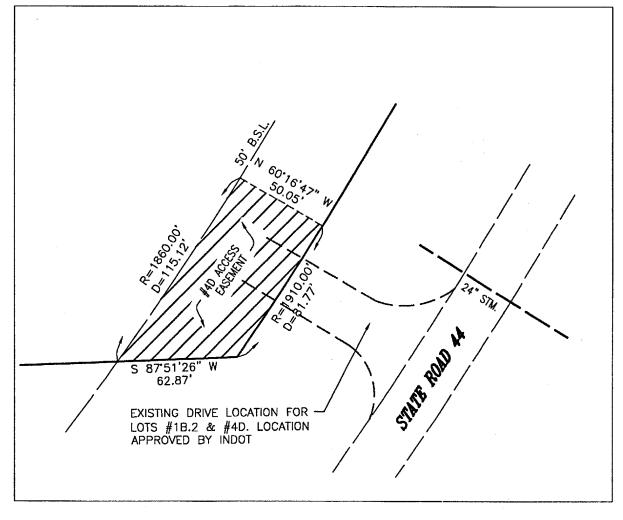
Commencing at the Southeast Corner of said Quarter Section; thence along the South line thereof South 87 degrees 57 minutes 34 seconds West (bearing based on State Plane Coordinates) 371.48 feet to the Point of Beginning of this described tract; thence continuing along said South line South 87 degrees 57 minutes 34 seconds West 521.21 feet to the East right-of-way of State Road 44 per Instrument Number 2015-020806 as recorded in the Office of the Recorder of Johnson County, Indiana. The next three (3) courses are along last said Instrument Number; 1) thence North 57 degrees 00 minutes 09 seconds East 62.23 feet; 2) thence North 51 degrees 17 minutes 31 seconds East 62.20 feet to a curve concave northwesterly the radius point of said curve bears North 38 degrees 42 minutes 30 seconds West 2090.00 feet; 3) thence northeasterly along said curve through a central angle of 08 degrees 25 minutes 15 seconds 307.17 feet to the center of an existing creek. The next three (3) courses are along last said centerline; 1) thence South 01 degree 21 minutes 28 seconds East 16.78 feet; 2) thence South 11 degrees 12 minutes 13 seconds East 13.94 feet; 3) thence South 31 degrees 35 minutes 29 seconds East 30.54 feet; thence North 85 degrees 22 minutes 16 seconds East 68.81 feet to the center of an existing creek. The next three (3) courses are along last said centerline; 1) thence North 27 degrees 05 minutes 19 seconds East 48.26 feet; 2) thence North 58 degrees 29 minutes 59 seconds East 48.37 feet; 3) thence North 68 degrees 37 minutes 36 seconds East 36.54 feet; thence South 02 degrees 02 minutes 26 seconds East 294.04 feet to the Point of Beginning of this described tract containing 2.00 acres, more or less, subject to all rights-of-way, easements and

No future developments or new wells shall be constructed on Lot 3D for use by owners of Lot 4C.

± **40**

Part of the Northeast Quarter of Section 20, Township 12 North, Range 4 East of the Second Principal Meridian, Johnson County, Indiana described as follows:

Commencing at the Southeast Corner of said Quarter Section; thence along the South line thereof South 87 degrees 57 minutes 34 seconds West (bearing based on State Plane Coordinates) 1116.55 feet to the West right—of—way of State Road 44. Said point also being the Point of Beginning of this described tract; thence continuing along said South line South 87 degrees 57 minutes 34 seconds West 234.99 feet to the West line of the Southeast Quarter of said Northeast Quarter Section; thence along said West line North 00 degrees 06 minutes 14 seconds West 452.10 feet; thence North 87 degrees 57 minutes 27 seconds East 560.24 feet; thence South 02 degrees 02 minutes 26 seconds East 140.36 feet to the to the West right—of—way of said State Road 44 per Instrument Number Instrument Number 2015—020806 as recorded in the Office of the Recorder of Johnson County, Indiana. Said point being on a curve concave northwesterly the radius point of said curve bears North 43 degrees 22 minutes 40 seconds West 1910.00 feet. The next three (3) courses are along last said Instrument Number; 1) thence southwesterly along said curve through a central angle of 04 degrees 40 minutes 10 seconds 155.66 feet; 2) thence South 33 degrees 28 minutes 03 seconds West 65.34 feet; 3) thence South 46 degrees 31 minutes 41 seconds West 242.32 feet to the Point of Beginning of this described tract containing 4.66 acres, more or less, subject to all rights—of—way, easements and restrictions.



ACCESS EASEMENT DET

THIS INSTRUMENT PREPARED BY:
JEFFREY D. KNARR
GREENWOOD SURVEYING, INC,
d.b.a. PROJECTS PLUS
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TIMBI

SEAL

JOB NUMBER **14010**

SHEET

3 SHEETS

April 23, 2019