

PROTECTIVE COVENANTS AND RESTRICTIONS FOR TIMBERS EDGE

1. **ZONING.** All improvements will meet criteria for R-3 Zoning classification except no multifamily dwellings will be allowed.
2. **PERMITTED LOT USE.** Lots may only be used for single family residential purposes.
3. **STRUCTURE.** No prefab, manufactured or modular dwellings will be erected or placed on any lot.
4. **DWELLING SIZE.** No dwelling constructed on a lot will have a ground floor area, exclusive of open porches, breezeways and garage of less than nine hundred and fifty (950) square feet for a one story and no less than seven hundred (700) square feet for a multiple-story. **Builders, building plans and site plans require Developer or his designee's approval in writing.**
5. **GARAGES.** Each house will include a minimum two-car attached garage (484 square feet). Except Lots 1-6 and 29 may be a minimum of 440 square feet depending on the homes design.
6. **FRONT ELEVATION.** A minimum of 100 square foot of brick or stone is required.
7. **DRIVES.** All driveways from the street to the garage will be a minimum of twenty (20) feet in width and constructed of concrete.
8. **LANDSCAPING.** At least one tree of 1.5-inch caliper and a minimum of 5 shrubs will be planted in the front yard. Except on lots 1-6 and 29 where 3 shrubs may be allowed by the **Developer or his designee's**, as the minimum depending on the front elevation.
9. **OUTBUILDINGS.** **Require Developer or his designee's written approval.** Each lot may have one accessory storage building/shed (144 square foot maximum) constructed of similar materials and siding of the home.
10. **FENCES.** **Require Developer or his designee's written approval.** No wire, galvanized chain link, or wood fences will be permitted on any Lot. All visible fencing will only be permitted in the rear yard, in the area directly behind the home and in no case exceed five (5) feet in height.
11. **POOLS AND HOT TUBS.** No above-ground swimming pools will be commenced, erected, or maintained on any lot, except for premanufactured spas, hot tubs, whirlpools, and similar facilities.

12. **SIDEWALKS.** All sidewalk requirements as decided by the Columbia City Plan Commission, or the Columbia City Board of Works are to be the responsibility of the buyer of each lot.
13. **ANIMALS.** No animals, livestock or poultry of any kind will be raised, bred, or kept on any lot except that dogs, cats, or other household pets, provided that they are not kept, bred or maintained for any commercial purpose.
14. **MAILBOXES.** Mailboxes will be located at the location(s) that the U.S. Postal Service designates. No individual mailboxes and/or newspaper boxes will be allowed without approval of the Developer or his designee.
15. **NUISANCES.** No noxious or offensive activities will be carried on upon any lot, nor will anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
16. **OUTSIDE STORAGE.** No trailer of any type, boat, camper recreational vehicle, motor home, ATV's or golf carts will be permitted to park outside of an attached garage for a period exceeding 72 hours or for a period not to exceed in the aggregate nine (9) days per calendar year.
17. **STORAGE TANKS.** No gas or oil storage tanks will be allowed above ground or underground.
18. **ANTENNAS AND APPURTENANCES.** Anything extending more than (six) 6 feet above the top roof line **will require written approval from the Developer or his designee.**
19. **TEMPORARY STRUCTURES.** No structure of a temporary character will be used or located on any lot as a residence.
20. **LOTS 1 AND 29.** There are easements dedicated for an entrance sign and landscaping. Any sign and landscaping will be maintained by the Association.

21.AGRICULTURAL WAIVER. Owners of said lots and their successors on title are on notice and understand that this subdivision is in a predominantly agricultural area and that farming operations will be practiced in the area of the subdivision. With this understanding all owners of the lots in this subdivision forego their rights to bring claims against any farmers in the area who are practicing normal reasonable and necessary farming operations.

22.CREATION OF ASSOCIATION. There will be created The Timbers Edge Property Owners Association, which will be incorporated. The Association will be incorporated and organized no later than when 15 lots in the Plat have been sold by Developer to Owners. Each owner in the Plat of Timbers Edge, and any later phases and sections thereto, will be a member of the Association and will be entitled to cast one vote at all meetings for each such Lot that is owned and upon which Assessments are paid current. The purpose of the Timbers Edge Property Owners Association shall be to manage and support financially all the Common Areas, including, the detention pond, sign(s), landscaping, and such other similar purposes as the membership may deem necessary from time to time. The Association will adopt bylaws for its government and levy and collect dues.

23.RIGHT OF ENFORCEMENT. In the event of a violation, or threatened violation, of any covenant, or other provision set forth in this Dedication, Developer, Association and/or any Owner will have the right to enforce the Dedication and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief. In any such successful legal proceeding, the Developer, Association and/or the Owner bringing the successful action will be entitled to recover reasonable attorney's fees and the cost and expenses incurred.

24.SEVERABILITY. Invalidation of any one of these covenants by judgement or court order will in no way affect any of the other provisions, which will remain in full force and effect.

25. DURATION OF COVENANTS. These Covenants will run with the land and be effective for a period of 20 years from the date of the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

- A. After primary residences are constructed on all Lots in the Subdivision and Certificates of Occupancy are issued by the Plan Commission for such residences, to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the lots including future sections, if any, of Timbers Edge.
- B. Notwithstanding the provisions of Section 26. A. Developer and its successors and assigns will have the exclusive right to amend any of the Covenant provisions until all primary residences are constructed, including future sections, if any, or until the Homeowners Association is turned over the residence.