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Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

RESTRICTIVE COVENANTS

ThornRidge, Inc., an Indiana corporation, does by this indenture, and by these restrictive covenants and requirements and by those restrictive covenants and requirements entered for record in Miscellaneous Record _____, page _____, in said Recorder's office, restrict and covenant the lots and other areas within the boundary of ThornRidge, Section 2, to itself and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants that shall apply in their entirety to all of said subdivision:

1. DEFINITIONS. "Developer" shall mean ThornRidge, Inc. "Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of ThornRidge, Inc., or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event ThornRidge, Inc., is dissolved, the then existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner. "Flood Protection Grade" is defined in the Table of Elevations hereunder.

2. LAND USE. All lots are restricted to residential use. See Section numbered 21 below. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with the Hendricks County zoning and subdivision regulations and with these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building one residence across the common lot line, the side lot line setback restrictions specified hereinabove and in Section numbered 5 below shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lot lines is prohibited.

3. RESIDENCE SIZE. No residence shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence three stories or less in height. Residences on all lots shall have, at a minimum, attached two-car garages. The ground floor area of the main structure of any one-story residence, excluding garages and porches, shall be not less than 1,100 square feet. The ground floor area of the main structure of any multiple-story residence, excluding garages and porches, shall be not less than 750 square feet, with no less than a total of 1,500 square feet of finished floor space in such multiple-story structure. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for multiple-story residences. No house plans shall be approved unless at least 65 percent of the front elevation, excluding gables and overhangs, is brick veneer.

4. ACCESSORY BUILDINGS. An accessory building may be constructed with the minimum size to be no less than 60 square feet and the maximum size of 144 square feet. Accessory buildings shall conform to the standards of construction used in the main structure on the lot, including color and design. There shall be no all-metal exterior coverings on accessory buildings. All accessory buildings shall be located no nearer than 95 feet from the front property line and no nearer than 10 feet from any side or rear property line. No accessory buildings shall be located on any easement.

5. BUILDING SETBACK DISTANCES. Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered, or be permitted to remain, nor shall any building be erected nearer than 10 feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than 30 feet, measured at the building line. Architectural appurtenances projecting not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps, and walks are exempt from these setback requirements. Lot use in all other respects will conform with the regulations of the Hendricks County Plan Commission unless these covenants are more restrictive, in which case these covenants will control.

6. OCCUPANCY OF purposes or human habitation completed on the inside, and a The use of any other structure prohibited.

7. ARCHITECTURAL constructed, erected, placed, or specifications have been first exterior design, quality, and aesthetic grading plans, exterior architectural accompanying Table of Elevations as may affect the environment as required in these covenants to approve or disapprove any specifications are submitted to before the completion thereof, to have been fully complied with

8. IMPROVEMENT numbered 7 above, Hendricks County improvement, or land use may Hendricks County Plan Commission plan) and a development plan route" with slopes for positive obligated to inspect his lot to from the surface of the lot. He shall develop his lot in a way comply with said soil, water landscaping. See Section numbered commission during regular office and may necessitate a site Registered Land Surveyor at application, which engineer or gravity flow from the first floor owner thereof will be account damages caused by him or by of such damages, the owner will damages, after which time, if described in Section numbered The Table of Elevations shows, for each lot, first floor development plan.

9. WATER SUPPLY Company, in lieu of individual v Commission is hereby granted

10. FENCES require above. No fence shall be placed or view, or will otherwise hinder in front of the front-most side covered to protect the safety of are prohibited as such fences in the installation, operation, and reserved.

PURSUANT to IC 36-7-4-700 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the application of herein-named owner's application for approval of this plat duly complied with IC 36-7-4-706 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 14th day of April, 1995:


C. Richard Whicker, President


Robert E. Jarzen, Secretary



Indianapolis Ridge, Section 2

ure, and by these restrictive covenants entered for record in strict and covenant the lots and s grantees, assigns, successors, and associations and/or anyone terms, stipulations, conditions, and subdivision:

"Owner" shall mean the person having title, or interest, legal or having such interest merely as

Control Committee composed of representatives, all of whom shall be members. In the event the committee shall appoint an owner to take said duties of the committee, or the duties of the committee, or the "Flood Protection Grade" is

Section numbered 21 below. The setbacks on three adjoining lots, subdivision regulations and with setbacks on adjoining lots for the purpose of setback restrictions specified on the common lot line. Construction of setbacks with lot lines is prohibited.

placed, or permitted to remain on the height. Residences on all lots shall be the main structure of any lot shall be 1,100 square feet. The ground level of garages and porches, shall be the level of finished floor space in such story level will be treated as a multiple-story residences. No setbacks, excluding gables and

constructed with the minimum setbacks. Accessory buildings shall be on the lot, including color and design. All accessory buildings shall be set back more than 10 feet from any side or rear yard.

lot lines and the building lines shall be permitted to remain, nor shall any setbacks on either side, and the total of both side setbacks shall not exceed 10 feet. Architectural appurtenances shall be 1 foot, unenclosed and unroofed shall comply with these setback requirements. The Hendricks County Plan Commission shall have final control.

6. OCCUPANCY OF STRUCTURES. No residence shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by Hendricks County. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

7. ARCHITECTURAL DESIGN. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been first submitted to, and approved by, the committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already built, and as to conformity with the grading plans, exterior architectural elevations, first floor height above sea level as specified in the accompanying Table of Elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee, or its appointed representative, fails to approve or disapprove any plans and specifications within fifteen (15) days after such plans and specifications are submitted to it or, in any event, if no suit to enjoin the construction has commenced before the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. IMPROVEMENT LOCATION PERMIT. In addition to the approval required in Section numbered 7 above, Hendricks County must issue an Improvement Location Permit before any structure, improvement, or land use may be altered, changed, placed, erected, or located in this subdivision. The Hendricks County Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations, first floor elevations, and an "emergency flood route" with slopes for positive surface drainage therefrom. Prior to house construction, each owner is obligated to inspect his lot to insure that the developer's drainage facilities will remove all free water from the surface of the lot. He shall report at once to the developer any deficiencies found. The owner shall develop his lot in a way that assures that finished slopes, grades, and erosion control measures comply with said soil, water, and development plans after completion of all improvements and landscaping. See Section numbered 23 below. Said plans may be inspected in the office of said commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site reevaluation and redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of improvement location permit and certificate of occupancy application, which engineer or surveyor shall certify positive surface drainage and that wastewater will gravity flow from the first floor of the residence to a sanitary sewer. In the improvement of any lot the owner thereof will be accountable to the developer and the Hendricks County Drainage Board for damages caused by him or by his contractors to drainage facilities built by the developer. In the event of such damages, the owner will be given 10 days notice by certified or registered mail to repair said damages, after which time, if no action is taken by the owner, the committee may use the procedure described in Section numbered 40 below.

The Table of Elevations appearing on said development plan and at the end of this document shows, for each lot, first floor elevations for houses if constructed at the locations shown on said development plan.

9. WATER SUPPLY SYSTEMS. The central water supply system of the Indianapolis Water Company, in lieu of individual water wells, shall be used in this subdivision. The Hendricks County Plan Commission is hereby granted right of enforcement of this covenant.

10. FENCES require committee approval before erection as provided in Section numbered 7 above. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. No fence shall be erected in front of the front-most side corners of any residence. Swimming pools shall be properly fenced or covered to protect the safety of others as required by Section numbered 25 below. Fences in easements are prohibited as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easements have been reserved.

ThornRidge, Sect

11. CONSTRUCTION TIME. Unless delayed by court injunction, war, or an act of God, any residence, fence, water line, sewer, ditch, or any structure on any lot, once approved and under construction, must be completed six (6) months from the date construction starts, after which time the committee may, without notice, enter, take possession of said lot, and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of the lot at the time of sale.

12. STORAGE TANKS. Oil, gasoline, and other storage tanks shall comply with the laws, rules, and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies. All such tanks shall be buried or screened from view.

13. SIGNS. This section does not apply to any sign or signs that may be erected by the developer in favor of the committee. The only signs that lot owners may erect in this subdivision are: Those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than two days twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed nine (9) square feet in size.

14. HUNTING AND TRAPPING are prohibited in this subdivision.

15. SIGHT DISTANCES. At entrance driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other obstructions to vision (excepting mailboxes) between 2 and 8 feet above the finished grade with the purpose that at least 150 feet of sight distance will be provided in both directions along streets from points in the driveways 25 feet from the street curb. Where the committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

16. ANIMALS. No one shall keep or maintain animals or poultry in this subdivision except no more than two household pets such as cats and dogs, but no pet shall be kept, bred, or maintained for commercial purposes. Household pets shall be kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked or allowed off the lot where it is originally kept, it must be controlled by leash, and any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of immediately by the owner of said animal.

17. VEHICLE PARKING. No trucks larger than three-quarter-ton pickup trucks, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked or repaired on any road, street, private driveway, or lot in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall park on any street or road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes adequate screening and reasonable length of time.

18. LANDSCAPING. The lot owner shall modify his lot for human use and enjoyment by grading and decorative planting within one hundred eighty (180) days following completion of a house thereon, weather permitting.

19. MAINTENANCE OF LOTS AND IMPROVEMENTS. Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash, and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot owners or their designated representatives shall mow their lots, whether or not improved.

20. NUISANCES. No one shall carry out, or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon that may become or be an annoyance or nuisance to the neighborhood.

21. BUSINESSES. retailing business, church, more than six (6) children

22. DEDICATED subject to the rights of util lot owners in those certain EASEMENTS that are reserved a lot and a street that must street) cannot encroach up to the street boundary of a may occupy said easements for which the easements are removed by easement no maintenance of the facilities in a position that will obstruct

23. LOT GRADING ponding or stoppage of surface above. It is understood and satisfactorily installed by those drainage facilities to return those facilities to surface. Utility facilities below the surface) require or at driveways over utility without receiving prior written owners or builders perform all costs associated with affected utility companies, pedestals, and manholes is

24. DRIVEWAYS A portland cement concrete, backs of curbs and street concrete. Pavement shall For the purpose and easements of direct in 39, and 40 are hereby permitted in title shall have access right Barberry Drive. This access

25. SWIMMING POOL completely above natural ground, fenced or covered to protect committee approval as required

26. CRAWL SPACE basements, eaves troughs, discharge water onto a street and carrying only excess purpose. Should any such damage to another lot owner causing said blocking and/or developer, or Hendricks County lot owners, and said county

27. BASEMENTS



PURSUANT to IC 36-7-4-700 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the application of herein-named owner's application for approval of this plat duly complied with IC 36-7-4-706 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 14th day of APRIL, 1995 :

C. Richard Whicker
C. Richard Whicker, President

Robert E. Jansen
Robert E. Jansen, Secretary



Thorn Ridge, Section 2

ion, war, or an act of God, any
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after which time the committee
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all comply with the laws, rules,
Protection Agency, and all other
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in this subdivision are: Those
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placed by the owner no more
advertise the property for sale
b) square feet in size.

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vehicles, boats, motorcycles, or
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21. BUSINESSES. No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church, or school operate in this subdivision. Day-care and preschool facilities for no more than six (6) children twelve (12) years of age or younger are permitted.

22. DEDICATED EASEMENTS. Each owner of a lot in this subdivision will take his title subject to the rights of utility companies, the developer, Hendricks County, the committee, and the other lot owners in those certain strips or areas of ground designated UTILITY EASEMENTS and DRAINAGE EASEMENTS that are reserved hereinabove. Entrance driveways (those providing direct access between a lot and a street that must of necessity cross over the drainage and utility easement that adjoins the street) cannot encroach upon any such easement that is located at a side lot line or upon any prolongation to the street boundary of any side lot line easement. No permanent or other structures, including fences, may occupy said easements at side and rear lot lines excepting non-entrance driveways, and the facilities for which the easements are reserved hereinabove. Any improvement erected on an easement may be removed by easement holders (at the owner's expense) if necessary to the proper operation and maintenance of the facilities for which the easements are reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

23. LOT GRADING. Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. See Sections numbered 8 and 18 above. It is understood and agreed by each lot purchaser that the drainage swales on his lot have been satisfactorily installed by the developer, and said lot owner and his contractors and agents shall not allow those drainage facilities to be altered. Should any drainage facility be changed, the lot owner shall return those facilities to satisfactory grade without expense or liability to the developer.

Utility facilities are installed in yards and at driveways with the minimum ground cover (depth below the surface) required by code. Neither lot owners nor builders shall remove ground cover in yards or at driveways over utility facilities during lot grading or driveway construction, or at any other time, without receiving prior written authorization from the appropriate utility company or companies. Lot owners or builders performing such work after the utilities have been installed shall be responsible for all costs associated with lowering the utility lines and their junction structures if so required by the affected utility companies. Lowering of the yard grade adjacent to transformers, fire hydrants, valves, pedestals, and manholes is prohibited without exception. This Section 23 will be strictly enforced.

24. DRIVEWAYS AND ACCESS RIGHTS. Residential driveways shall be constructed of portland cement concrete, asphalt, or other hard-surface materials; however, driveways between the backs of curbs and street boundaries, as well as sidewalks, shall be constructed only of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding subbase material.

For the purpose of establishing County Road 625 East as a limited access facility, all rights and easements of direct ingress and egress to, from, and across said road to and from Lots 36, 37, 38, 39, and 40 are hereby permanently extinguished; however, the owners of said lots and their successors in title shall have access rights to and from County Road 625 East via streets in Thorn Ridge, including Barberry Drive. This access control covenant shall be binding on all successors in title to said lots.

25. SWIMMING POOLS. Swimming pools, where the water level is either partially or completely above natural ground level, are prohibited. In-ground swimming pools shall be properly fenced or covered to protect the safety of others. Before erection, such fence or cover shall receive committee approval as required by Section numbered 10 above.

26. CRAWL SPACE, BASEMENT, AND FOUNDATION DRAINS. No crawl spaces, basements, eaves troughs, gutters, downspouts, or foundation perimeter drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains, and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any such subsurface drain become blocked, partially blocked, or damaged with resulting damage to another lot owner and/or to the drainage system of any street or to the subdivision, the owner causing said blocking and/or damage shall be liable for all damages to the injured party or parties, the developer, or Hendricks County, and shall hold the developer, contractors, engineers, surveyors, other lot owners, and said county harmless from liability therefrom.

27. BASEMENTS are allowed on all lots in this subdivision but pump ejector systems for

withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required. Furthermore, lot owners will prevent the entrance of ground water into basements by special designs and construction. For additional regulations regarding basement floor elevations, see Section numbered 8 above.

28. PROSCRIBED AND OTHER IMPROVEMENTS. No improvements of any kind shall be permitted in a dedicated street right of way excepting the street pavement, utilities, erosion control, entrance driveways, sidewalks, landscaping, and mailboxes.

29. SANITARY SEWER CONNECTION. Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting between a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent backflow. The installation and perpetual maintenance of such laterals and check valves is the responsibility of the lot owners.

30. UTILITIES CONNECTION INSPECTION. All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

31. SIDEWALKS. Each initial lot owner taking his title from the developer, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build (at the time of construction of the residence) and maintain in good condition a portland cement concrete sidewalk at the sides of all streets upon which his lot abuts, excepting that sidewalks are not required to be constructed along County Road 625 East. Sidewalks shall be constructed at the time of construction of a residence on said lot, within two (2) years of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever first occurs. Said walks shall conform with the lines and grades established by the committee. Each said owner shall be responsible for grading and finishing yard slopes, erosion control, and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plans for the subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a 4-inch aggregate subbase.

32. STAKING. ThornRidge, Inc., will set lot corner stakes one time. Wherever possible to be driven, corner stakes will consist of 1/4-inch metal pipes about 30 inches long set so as to leave about one or more inches of pipe protruding above ground unless a different type of monument appears on the recorded plat. Laths, with or without flagging, driven beside metal pipe stakes do not constitute corner stakes but serve only to signalize and identify corner stakes. Said corner stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Since restoration will be at the lot owner's expense, said owners should become familiar with stake locations and do all things necessary to maintain and protect them. Lot owners may hire ThornRidge, Inc., to replace stakes damaged or destroyed from any cause, or may engage any other registered land surveyor to perform that work.

Accidental displacement of stakes and laths during the construction of public and private improvements, and intentional displacement due to vandalism, may cause conflicts between plat locations and staked locations of lot corners and lines. Neither ThornRidge, Inc., nor its engineers or surveyors express or imply any warranty with regard to the correctness of disturbed stakes. Therefore, lot owners and their independent contractors, including their engineers and surveyors, together with utility companies who may install facilities according to stakes in place, shall recognize and act not only by the actual notice on the ground to which they are exposed, but also by the constructive notice afforded by the recorded plat of the subdivision. Before starting any excavation, building, or other improvement, they shall be responsible for comparing all linear and angular measurements between corner stakes found at the site with such dimensions exhibited on said recorded plat. They shall correct at once any discrepancies discovered in the stakes.

33. MUD CONTROL. Prior to, during, or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris

from the lot upon public streets, the public streets or any area adjoining that lot with bales leaving the lot excepting at 1 debris be distributed on any lot, the owner of that lot shall of its placement. The committee in Section numbered 40 below surveyors, contractors, and 1 from violation of or failure to

34. MAILBOXES. All shall be installed by the lot owner

35. INLET AND CATCH BASINS. removal from streets and other of inlets and catch basins free if any such casting ponds water or owners whose lots control properly dispose of any obstruction for damages that may result.

36. FOUNDATIONS. suitable soil. At the time of the subgrade shall be made by either be removed and replaced soil.

37. TEMPORARY STRUCTURES. or other outbuilding may be used any structure of a temporary

38. EXTERIOR LIGHTING. which becomes a nuisance to

39. ELECTRONIC SIGNALS. television, microwave, or any or tranquility of any other person reception of any form of electronic not be visible to the public view lot owners.

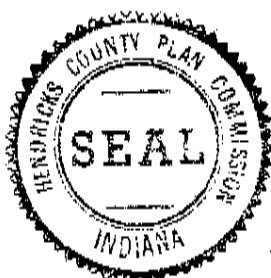
40. ENFORCEMENT. violate or attempt to violate owning any lot or lots in this subdivision persons violating or attempting doing or to recover damages not result in reversion or forfeiture his lot and/or any improvement maintain sidewalks in accordance but not the obligation, by and and repair, mow, clean, or paint and/or any improvements sit committee shall collect its cost nor any of its agents, engineer may result from any maintenance any lot, together with interest remain a lien upon that lot subject

PURSUANT to IC 36-7-4-700 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the application of herein-named owner's application for approval of this plat duly complied with IC 36-7-4-706 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 11 day of APRIL, 1995 :

C. Richard Whicker
C. Richard Whicker, President

Robert E. Jarzen
Robert E. Jarzen, Secretary



ThornRidge, Section 2

for foundation drains, may be
 enter into basements by special
 floor elevations, see Section

Improvements of any kind shall be
 vent, utilities, erosion control,

Sanitary systems are prohibited in
 or semipublic sanitary sewer
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Access and workmanship in the
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The developer, by acceptance of a
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 residence is erected on the lot,
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Wherever possible to be
 set so as to leave about one
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Construction of public and private
 conflicts between plat locations
 or its engineers or surveyors
 stakes. Therefore, lot owners
 surveyors, together with utility
 recognize and act not only by the
 constructive notice afforded by
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 disputes between corner stakes found
 they shall correct at once any

Improvements on any lot, the
 led or other improved surface
 tracking of mud or other debris

from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of ThornRidge, said owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, appropriate fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately-surfaced area. Should mud or other debris be distributed on any public street or other area of ThornRidge, as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The committee may enforce this provision by any mechanism or procedure described in Section numbered 40 below. The owner further holds ThornRidge, Inc., its agents, engineers, surveyors, contractors, and Hendricks County, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

34. MAILBOXES. All mailboxes shall conform with the standards set forth by the committee and shall be installed by the lot owner's builder simultaneously with the construction of the dwelling.

35. INLET AND CATCH BASIN CASTINGS, CLEANING OF. To facilitate storm water removal from streets and other areas, the Hendricks County Highway Department may keep castings of inlets and catch basins free of silt, debris, and the accumulation of any other foreign matter. However, if any such casting ponds water because said county has not cleaned it, it shall be the duty of the owner or owners whose lots contribute storm water to said inlet or catch basin, to clean said casting and properly dispose of any obstructing debris. Lot owners failing to clean said castings shall be solely liable for damages that may result.

36. FOUNDATIONS AND SLABS ON GRADE. All building foundations shall be placed on suitable soil. At the time of slab placement and excavation for the foundations, careful observation of the subgrade shall be made by a qualified professional. Any soils containing deleterious materials shall either be removed and replaced with engineered fill or the foundations shall be lowered to competent soil.

37. TEMPORARY STRUCTURES. No trailer, shack, motor home, tent, boat, basement, garage, or other outbuilding may be used at any time as a residence, either temporarily or permanently, nor may any structure of a temporary character be used as a residence.

38. EXTERIOR LIGHTING. No exterior lighting of the home or the lot, the effect or use of which becomes a nuisance to adjoining lot owners, shall be permitted.

39. ELECTRONIC SIGNAL TRANSMISSION OR RECEPTION. Any transmission of radio, television, microwave, or any other form of electronic signals from any lot, that interferes with the health or tranquility of any other lot owner, is prohibited. Installation of outside antennae used for the reception of any form of electronic signal shall be located beyond the rear corners of the house and shall not be visible to the public view, and shall be screened from the view of other ThornRidge Subdivision lot owners.

40. ENFORCEMENT. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The committee shall collect its cost thereof in any reasonable manner from the owner. Neither the committee nor any of its agents, engineers, surveyors, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage previously recorded until paid

in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 18% per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees and court costs, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all assessments that shall be made pursuant to this paragraph. Any right, duty, or power designated herein to the committee shall likewise be extended to any lot owner damaged as a result of a violation of any covenant herein.

41. TERM. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 2005, after which they shall be automatically extended for successive ten (10) year periods, unless, at any time, an instrument signed by at least three fourths (¾) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

42. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned Paul T. Hardin, executing this instrument on behalf of ThornRidge, Inc., represents and certifies that he is a duly elected president of said corporation and has been fully empowered by proper resolution of the Board of Directors of said corporation to execute and deliver this dedication.

In Witness Whereof, the said ThornRidge, Inc., by Paul T. Hardin, President, as owner and proprietor of the above-described real estate, has set its hand and seal this 20TH day of September, 1995.

ThornRidge, Inc.
By: Paul T. Hardin
Paul T. Hardin, President

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS:

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Hardin, President of ThornRidge, Inc., as owner and proprietor of said subdivision, and acknowledged the execution of the foregoing instrument to be its voluntary act and deed for the uses and purposes therein stated.



Linda M. Foddrill
Linda M. Foddrill, Notary Public
Residing in Hendricks County, Ind.

My Commission Expires May 11, 1999.

DULY ENTERED FOR TAXATION

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING

DATE: 9-28-95 James M. Johnson/KFR
HENDRICKS COUNTY ENGINEER

SEP 28 1995

May Ann Russell
AUDITOR HENDRICKS COUNTY

TAE	
Lot	F Elev
16	78
17	78
18	78
19	79
20	79
21	79
22	79
23	79
24	79
25	79
26	79
27	79
28	79
29	79
30	79
31	79
32	79
33	79
34	79
35	79

The above elevations are vertical datum elevations for building. For water to occur (1) the water is directed below this elevation.



PURSUANT to IC 36-7-4-700 et seq., and all amendments thereof, the undersigned do hereby certify that the public notice of the hearing by the Hendricks County Plan Commission on the application of herein-named owner's application for approval of this plat duly complied with IC 36-7-4-708 and all amendments thereof, and that said plat was approved at said hearing with a majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 11th day of April, 1995:
C. Richard Whicker C. Richard Whicker, President
Robert E. Jarman Robert E. Jarman, Secretary



BOOK 151 PAGE 320

AMENDMENT TO RESTRICTIVE
COVENANTS, SECTION 2, THORNRIDGE

Paul T. Hardin and Russell M. Webb, Jr., being President and Secretary, respectively, of ThornRidge, Inc., an Indiana Corporation, for the purpose of amending the Restrictive Covenants for Section 2 of the ThornRidge Subdivision as recorded in Plat Cabinet 3, Slide 107, Page 1 through Slide 109, Page 2 in the Office of the Hendricks County Recorder, show as follows:

1) That as of the date of this amendment ThornRidge, Inc. is the owner of at least three-fourths (3/4) of the lots contained in Section 2 of the ThornRidge Subdivision as required by paragraph 41 of the Restrictive Covenants in order to amend the Restrictive Covenants.

2) That as platted, ThornRidge, Inc., Section 2, contains thirty-nine (39) lots.

3) The lots owned by ThornRidge, Inc. in Section 2 of the ThornRidge Subdivision as of this date are as follows: Lots 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 57, 58, 60, 61, 62, 63, 64, 65, 75, 76, 82, 83 and 84, for a total of thirty (30) lots, being 76.9% of the lots in said section.

4) The lots not owned by ThornRidge, Inc. in Section 2 of the ThornRidge Subdivision as of this date are as follows: Lots 16, 17, 18, 19, 20, 23, 24, 40 and 59, for a total of nine (9) lots, being 23.1% of the lots in said section.

5) ThornRidge, Inc. seeks to amend Paragraph 3 of the Restrictive Covenants for Section 2 of the ThornRidge Subdivision which currently is as follows:

3. RESIDENCE SIZE. No residence shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence three stories or less in height. Residences on all lots shall have, at a minimum, attached two-car garages. The ground floor area of the main structure of any one-story residence, excluding garages and porches, shall be not less than 1,100 square feet. The ground floor area of the main structure of any multiple-story residence, excluding garages and porches, shall be not less than 750 square feet, with no less than a total of 1,500 square feet of finished floor space in such multiple-story structure. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for

multiple-story residences. No house plans shall be approved unless at least 65 percent of the front elevation, excluding gables and overhangs, is brick veneer.

6) Paragraph 3 of the Restrictive Covenants for Section 2 of the ThornRidge Subdivision shall hereafter be amended to read as follows:

3. **RESIDENCE SIZE.** No residence shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence three stories or less in height. Every residence shall have an attached garage large enough to shelter two or more automotive vehicles. On lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, the ground floor area of the main structure of any one-story residence, excluding garages and porches, shall be not less than 1,100 square feet. On these lots the ground floor area of the main structure of any multiple-story residence, excluding garages and porches, shall be not less than 750 square feet, with no less than a total of 1,500 square feet of finished floor space in such multiple-story structure. The ground floor area of the main structure of any one-story residence, excluding garages and porches, shall be not less than 1,300 square feet on lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 36, 37, 38, 39, 40, 57, 58, 59, 60, 61, 62, 63, 64, 65, 75, 76, 82, 83 and 84 . On these lots the main structure of any multiple story residence, excluding garages and porches shall be not less than 800 square feet, with not less than a total of 1,600 square feet of finished floor space in such multiple-story structure. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for multiple-story residences. No house plans shall be approved unless at least 65% percent of the front elevation, excluding gables and overhangs, is brick veneer.

7) No other modifications or amendments to the Restrictive covenants for Section 2 of the ThornRidge Subdivision are being made at this time.

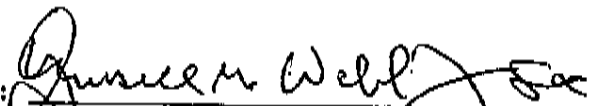
The undersigned Paul T. Hardin and Russell M. Webb, Jr., executing this instrument on behalf of ThornRidge, Inc., represent and certify that they are the duly elected President and Secretary, respectively, of said Corporation and have been fully empowered by proper resolution of the Board of Directors of said Corporation to execute and deliver this amendment.

BOOK 151 PAGE 322

IN WITNESS WHEREOF, the said ThornRidge, Inc., by Paul T. Hardin, President and Russell M. Webb, Jr., Secretary, as owner and proporieter of the above-described real estate, has set its hand and seal this 20th day of December, 1995.

ThornRidge, Inc.

By: 
Paul T. Hardin, President

By: 
Russell M. Webb, Jr., Secretary


9500022706
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 12-27-1995 At 03:06 pm.
AMCO 13.00
Vol. 151 Page 320-322

STATE OF INDIANA)
)
COUNTY OF HENDRICKS)

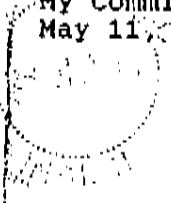
SS:

Before me, the undersigned Notary Public within and for said County and State, personally appeared Paul T. Hardin, President and Russell M. Webb, Jr., Secretary, of ThornRidge, Inc., as owner and proprietor of said subdivision, and acknowledged the execution of the foregoing instrument to be its voluntary act and deed for the uses and purposed therein stated.

Date: December 20, 1995


Linda M. Foddrill, Notary Public
Residing in Hendricks County, Ind.

My Commission Expires:
May 11, 1999



This instrument prepared by:
Russell M. Webb, Jr., Attorney at Law #1144-32
10 South East Street
Plainfield, IN 46168