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Subdivision Covenants and Restrictions

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RESTRICTIVE COVENANTS

ThornRidge, Inc., an Indiana corporation, does 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 assigns of any person 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 subdivisions:

1. DEFINITIONS. “Developer” shall mean ThornRidge, Inc. “Owner” shall mean the person or collection of persons who has or has 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 same line setback requirements specified hereinabove and in Section numbered 8 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. Residence on all lots shall have, at a minimum, attached two-car garage. 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 not be 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 “broomroom” on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for multiple-residences. No hour 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 floor space of 50 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 15 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 4 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porch slabs at the front sides of buildings, steps, and walls are exempt from these setback requirements. Lot lines in all other respects shall 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 ALL USE OF ANY OTHER STRUCTURES PROHIBITED.

7. ARCHITECTURAL PROVISIONS. The construction, erection, placed, or specifications have been first: exterior design, quality, and an grading plans, exterior arches, 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. IMPROVEMENTS. The Table of Elevations shown above, Hendricks (improvement, or land use may Hendricks County Plan Commission number 7 above, above, and a development plan route with shapes 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 number commission during regular after, 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 1 of such damages, the owner w damages, after which time, if described in Section numbered 5 above, and for each lot, first floor: development plan.

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

10. FENCES. 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 a are prohibited as such fences is the installation, operation, and reserved.

PURSUANT TO IC 35-7-4-701 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 compiled with IC 35-7-4-706 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 11th day of November 1985.

C. Richard Winkler, President

Robert E. Garrett, Secretary

S. M. SHANNON

SEAL

STATE OF INDIANA

C. Richard Winkler, President

Robert E. Garrett, Secretary

STANLEY M. SHANNON

SEAL

STATE OF INDIANA
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 by the 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 grading plans, exterior architectural elevations, first floor height, setbacks, and as specified in the accompanying Table of Elevations, destruction of trees and other vegetation, and any other 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 twenty (20) 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 fire 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 these 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 41 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 aesthetic of the subdivision. No fence shall be erected in front of the front-most side corner of any residence. Swimming pools shall be properly fenced or covered to prevent liability of children as required by Section numbered 22 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.
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 within 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 or 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.** 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 180 feet of sight distance be provided in both directions along streets from points in the driveways 5 feet from the street curb. Where the committee determines that this rule for a driveway is impractical 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 dog 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 unused vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked or repaid 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 at any street or road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes reasonable screening and reasonable length of time.

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

19. **MAINTENANCE OF LOTS AND IMPROVEMENTS.** Each lot owner shall maintain his lot and any improvements therein 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 appearances 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 lot, 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 utility lot owners in the certain easements, which are reserved to a lot and a street that runs from the street boundary of a lot composed of easements for which the easements removed by easements maintaining the flexibility in a position, which will obtain pending or stoppage of use of the above. It is understood that the street below the street surface on all streets over two (2) feet in width, without receiving prior written consent of the owners of the property or the city, are hereby reserved to the utility companies, and stands as a legal easement.

23. **LOT GRADING.** The grading or street elevations are hereby reserved to the utility companies, and stands as a legal easement.

24. **DRIVEWAYS.** A concrete driveway concrete, backs of streets and curbs in concrete. Pavement shall be as follows:

25. **SWIMMING POOL.** Completely above ground, wooden or covered as approved by the committee approval as req.

26. **CRAWL SPACE.** Basements, crawl spaces, and other structures discharging water into a street and carrying only excessive volume. Should any such damage to another property, including causing said building and/or development, be caused by said building and/or developer, or Hendricks Co. lot owners, and said county.

27. **BASEMENTS.**
Ridge, Section 2

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 hereinafter. 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 short 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 heretofore. Any improvement erected on an easement may be removed by easement holder (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 stagnation 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 easements 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, valve, pedestal, 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 rubbish 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 35, 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 ThornRidge, including Redberry 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, eave 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, 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 sepulchral 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 520 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 sidewalks shall conform with the lines and grades established by the committee. Each said sidewalk shall be responsible for grading and finishing yard slopes, erosion control, and decorative landscaping as required by the committee for sidewalk construction. Said sidewalks 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 ¾-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, wire or without flagging driven into metal pipe stake: 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 vandalism will be at the lot owner's expense, said owners should familiarize with stakes locations and do all things necessary to maintain and protect them. Lot owners may hire ThornRidge, Inc., to replace stakes damaged or destroyed by any cause, or may engage any other registered land survey to perform that work.

Ancillary displacement of stakes and flags during the construction of public and private improvements, and intentional displacement due to vandalism, may cause conflicts between plotted locations and actual 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 gravel or paved or 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 basins leaving the lot excepting at 1-debris be distributed on any lot, the owner of that lot shall fill its placement. The committee in Section numbered 60.52, surveyors, contractors, and I from violation of or failure to

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

35. INLET AND CLOG removal from streets and off of inlets and catch basins free if any such catch pools water or whose lots control properly dispose of any obstr for damages that may result.

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

37. TEMPORARY ST or other outbuilding may be u any structure of a temporary

38. EXTERIOR LIGHT which becomes a nuisance to

39. ELECTRONIC S television, microwave, or any tranquility of any other receiption of any form of elec not be visible to the public vi lot owners.

40. ENFORCEMENT violate or attempt to violate any lot or lots in this persons violating or attempting doing or to recover damages; not result in reversion or forfeit his lot and/or any improvements that maintain sidewalks in accord but not the obligation, by see and repair, more, clean, or pe and/or any improvements or committee shall collect its cost nor any of its agents, engineer may result from any maintains any lot, together with interest remain a lien upon that lot
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shall be corrected at once any

*Improvements on any lot, the
the other improved surface
acking of mud or other debris
from the lot upon public streets. To
prevent vehicles from distributing
or other debris on the
the public streets or any area of
Ridge, said owner or his agent
shall line the lot side of any curb
adjoining that lot with hards of
appropriate fencing, or erect any
other barrier to block vehicles
leaving the lot, along with the
driver or any properly surfaced
area. Should mud or other
debris be distributed on any
general street or other area of
Ridge, as a result of any activity
on any lot, the owner of that
lot shall be responsible for the
removal of that mud or material
on the date of its placement. The
committee may enforce this
provision by any mechanism or
procedure described in Section
42 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 mailboxs 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 all debris, and the accumulation
of any other foreign matter. However,
if any such casting pond water
became said county has not cleaned
it, it shall be the duty of the
owner or owners whose lot contributes
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 soil
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,
only if 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
type of electronic signals from
any lot, that interferes with the health
or tranquility of any lot owner,
is prohibited. Installation of
desirable antennas for the
reception of any form of
electronic signals shall be
according to the rear corners of the
building and shall not be visible
to the public view, and shall be
screened from the view of
other ThornRidge Subdivision
owners.

40. ENFORCEMENT. If the parties hereto, or any of them,
or their heirs or assigns,
 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
thereon, or to keep sights
distant, or to construct and/or
maintain sidewalks in accordance
with these restrictive covenants,
the committee shall have the
right, but not the obligation,
and through its agents and
employees or contractors, to enter
upon said lot and repair,
clean, or perform such other
acts as may be reasonably
necessary to make said lot,
and/or any improvements
thereon, in accordance with the
requirements of the
restrictive covenants. 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
hereinbefore 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 unreasonable 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 lien which may arise 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 consented 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, 2006, 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 (3/4) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

42. SEVERABILITY. Invalidity 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 29th day of September, 1995.

ThornRidge, Inc.

By: ______________

Paul T. Hardin, President

STATE OF INDIANA

COUNTY OF HENDRICKS

On this 29th day of September, 1995, 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.

[Signature]

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


This Plat has been reviewed and is hereby released for recording.

DATE: 9-28-95

Pursuant to IC 35-7-4-700 at 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 35-7-4-706 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 11th day of April, 1995.

C. Richard Whicker, President

Robert R. Yang, Secretary
AMENDMENT TO RESTRICTIVE
COVENANTS, SECTION 2, THORN RIDGE

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 thereafter 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, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 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.
IN WITNESS WHEREOF, the said ThornRidge, Inc., by Paul T. Hardin, President and Russell M. Webb, Jr., Secretary, as owner and proprietor of the above-described real estate, has set its hand and seal this 20th day of December, 1995.

ThornRidge, Inc.

By: \[Signature\]
Paul T. Hardin, President

By: \[Signature\]
Russell M. Webb, Jr., Secretary

STATE OF INDIANA  
COUNTY OF HENDRICKS

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 purposes 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