SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify that the following description and accompanying plat of Thorn Ridge, Section 3, comprise a Class D Survey that conforms with 865 IND 1.12, as amended, and represent a subdivision of a part of the real estate described on a plat and report of a survey executed by the undersigned and entered for record in Miscellaneous Record 131, page 390 381, in the office of the Recorder of Hendricks County, Indiana, which Thorn Ridge, Section 3, is a subdivision of a part of the East Half of the Southwest Quarter of Section 10, Township 15 North, Range 1 East, Hendricks County, Indiana, described as follows:

Beginning at a point on the east line of said half-quarter section that is South 0 degrees 00 minutes 68 seconds West 63.00 feet, measured along said east line, from a stake at the northeast corner of said half-quarter section; thence South 0 degrees 00 minutes 03 seconds West along said east line 165.26 feet; thence South 89 degrees 32 minutes 24 seconds West 86 seconds 622 feet; thence South 0 degrees 00 minutes 03 seconds West along the east line of said lot 195.00 feet to the northeast corner of said lot; thence North 89 degrees 32 minutes 23 seconds East 136.39 feet; thence Easterly 98.18 feet on an arc to the left having a radius of 190.00 feet and subtended by a long chord having a bearing and length of North 82 degrees 00 minutes 35 seconds East 87.07 feet; thence Easterly 55.24 feet on an arc to the right having a radius of 60.00 feet and subtended by a long chord having a bearing and length of South 83 degrees 36 minutes 01 seconds East 14.14 feet; thence Southwesterly, Easterly, and Northeasterly 98.03 feet on an arc to the left having a radius of 0.00 feet and subtended by a long chord having a bearing and length of North 61 degrees 48 minutes 37 seconds East 83.07 feet; thence South 84 degrees 21 minutes 54 seconds East 194.27 feet to the point of beginning; containing 1.466 acres, more or less. Subject to zoning, restrictions, encumbrances, rights of way, easements, and regulated drains, if any. Bearings herein are oriented to the bearing system of the plat of Prestwick Estates, Section 1.

Said subdivision consists of 4 lots numbered consecutively from 12 to 15, both inclusive. The locations and dimensions of said lots and the locations and dimensions of easements and setback requirements are indicated on the accompanying plat in figures denoting U.S. Survey Feet and decimal fractions thereof. The streets shown on said plat are dedicated on the plat of Thorn Ridge, Section 2.

Given under my hand and seal this 10th day of May 1965:

PARSONS, CUNNINGHAM & SHARPLE ENGINEERS, INC.

[Signature]

Stanley M. Sharple, Registered Land Surveyor No. 4391, State of Indiana

PROPRIETOR'S DEDICATION

The undersigned, Thorn Ridge, Inc., an Indiana corporation, as owner and proprietor of the above-described real estate, does hereby certify that it has laid out, platted, and subdivided, and does hereby lay out, plat, and subdivide said 1.466-acre parcel of land into lots and easements in accordance with the accompanying plat. This subdivision shall be known and designated as Thorn Ridge, Section 3, a Subdivision of a Part of Section 10, Township 15 North, Range 1 East, Washington Township, Hendricks County, Indiana. It further certifies that all undedicated easements shown on said plat are hereby dedicated as set out below.

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 Hendricks County Plan Commission on the application for approval of a subdivision of the property, and the application for approval of said plat duly complied with IC 36-7-4-700 and all amendments thereof, and that said plat was approved at said hearing with the majority of the members of said Commission concurring in said approval.

Given under our hands and seal this 15th day of JUNE, 1965.

[Signature]

C. Richard Whicker, President

[Signature]

Robert B. Sharples, Secretary
Front building setback lines are hereby established as shown on said plat, between which lines and the property lines of the streets no building or other structure shall be erected or maintained excepting driveways and mailboxes. Side and rear building lines are established by the Hendricks County Zoning Ordinance and variances therefrom as have been or may be granted by the Hendricks County Area Plan Commission or Board of Zoning Appeals.

EASEMENTS. Certain strips of ground having the locations and dimensions stated on said plat are hereby reserved and dedicated as easements for the following described purposes:

(1) Those designated as UTILITY EASEMENTS are hereby dedicated to public and semipublic utility companies, excluding transportation companies, to the public, and to Hendricks County, Indiana, for the installation, operation, and maintenance of sanitary sewers, ducts, underground cables, conduits, and gas and water mains and

(2) Those named DRAINAGE EASEMENTS are storm water easements and drainage rights of way that are hereby dedicated to the public and to the Hendricks County, Indiana, Drainage Board for the control of storm water drainages, for the maintenance of culverts, and for the installation, operation, and maintenance of storm sewers, the drains, and subsurface drains as defined by the Hendricks County Subdivision Regulations.

Lot owners shall take their titles subject to the rights of easement holders and to the rights of the owner of the other lots in this subdivision. Said easements are subject at all times to the proper authorities and to the easements herein reserved. Within easements no structure, planting, or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, culverts and fills over them, or which may obstruct, retard, or change the direction of the flow of water through drainage channels situated in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. See Section numbered 22 below.

A petition addressed to the Hendricks County Drainage Board has been filed in duplicate with the Surveyor of Hendricks County requesting that this subdivision's storm drainage system and the easements therefor, identified as DRAINAGE EASEMENTS hereon, be accepted into the County's regulated drainage system so that a maintenance fund may be established by assessment under the authority of the Indiana Drainage Code, and so that said Board may exercise other powers and duties as provided for in said code. This subdivision's drainage facilities are constructed and are accepted into the County's regulated drainage system all as a part of ThornRidge, Section 2.

An Assessment known as an "economic development charge" levied in the amount of Fifty Dollars ($50.00) is hereby granted on each lot set forth herein to be made payable to the "Economic Development Fund" in the office of the Auditor of Hendricks County, Indiana.

RESTRICTIVE COVENANTS

ThornRidge, Inc., an Indiana corporation, does by this instrument, and by these restrictive covenants and amendments and by those restrictive covenants and requirements entered for record in Marion County, Indiana, at page 240, in said Recorder's files, restrict and control the lots and other areas within the boundary of ThornRidge, Section 2, to itself and to its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title in 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

PARSONS, CUNNINGHAM, & SHARTLE, ENGINEERS, INC.
46 SOUTH TENNESSEE STREET
DANVILLE, IN 46122
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," "Regulated Flood Protection Grade," and "Lowest Point in a Building" are defined in the Table of Elevations appearing on said plat.

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 buildings 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 in Section numbered 11 below shall apply to said common line. Construction of buildings across drainage easements and utility easements that coincide with 10' 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. Every residence shall have an attached garage large enough to shelter two or more automotive vehicles. The ground floor area of the main structure of any one-story residence, excluding garages and porches, shall not be less than 1,000 square feet. The ground floor area of the main structure of any multiple-story residence, excluding garages and porches, shall not be less than 900 square feet, with no less than a total of 1,000 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 exterior and interior design. There shall be no all-metal exterior coverings on accessory buildings. All accessory buildings shall be located no nearer than 25 feet from the front property line and no nearer than 10 feet from any side or rear property line.

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 20 feet, measured at the building line. Architectural appurtenances projecting not more than 34 inches, stairways projecting not more than four feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps, and walls are exempt from these setback requirements. Lot use in all other respects will conform with the regulations of the Hendricks County Area Plan Commission unless these covenants are more restrictive, in which case these covenants will 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 thereby 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 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

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, 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 13th day of January, 1995.

C. Richard Whickers, President
Robert E. Doss, Secretary
Section 3

Hendricks County, Indiana

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. Basements in this subdivision are prohibited.

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 Area Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations, floor elevations, and an "emergency flood route" with slopes for positive surface drainage therewith. Prior to house construction, each owner is obligated to inspect his lot to ensure 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 describe his lot in a way that assures that finished slopes, grades, and erosion control measures in sub-sec. 21 are to be continued after completion of all improvements and subdivision during regular office hours. Deviations from these plans require prior commission approval and may necessitate a site evaluation 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 the maximum water 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 responsible for the development and the Hendricks County Drainage Board for any 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 the accompanying plat shows, for each lot, first floor elevations for houses 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 Area Plan Commission is hereby granted right of first refusal on this water system.

10. Fence. 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 21 below. Such fences shall support a weight of 400 pounds or more and satisfy the requirements of all governmental authorities and is kept closed at all times when the pool is not in use or otherwise attended. Fences in easements are erected at the owner's risk if 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 granted.

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. No portion of a storage tank shall be placed above ground level.

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

Given under my hand and seal May 10, 1995.

Stanley M. Shartle, Registered Land Surveyor No. 3431, State of Indiana

Stanley M. Shartle, Registered Land Surveyor No. 3431, State of Indiana
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 offsets the least hazard and interference with traffic.

16. **ANIMALS.** No more than two household pets such as cats and dogs are allowed to be kept or maintained on any lot. No animal shall be kept, bred, or maintained for commercial purposes. Household pets shall be kept quiet and not to disturb the peace and tranquility of the neighborhood. No animals shall be permitted to run at large. 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 on, or allow to be carried on, any nuisance or offensive activity on any lot, nor shall anything be done or allowed to be done therein that may become or be an annoyance or nuisance to the neighborhood.

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. Home occupancy or businesses engaged in by permanent resident lot owners are allowed so long as the activities conform with all laws, county ordinances, and other governmental regulations, and have no employees, independent contractors, signage, generate no additional vehicular traffic, and require no parking spaces beyond those needed by lot owners and their immediate families.

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

Pursuant to IC 36-7-4-700 et seq., and all amendments thereto, the undersigned do hereby certify that the public notice of the hearing, Hendricks County Plan Commission on the application for approval of plan duly complied with IC 36-7-4-700 amendments thereto, and that said plan was approved at said hearing by a majority of the members of said Commission concurring in said approval and given under our hands and seal this 13th day of June, 1982.

[Signature]

C. Richard Whicker, President

[Signature]

Robert E. Jackson, Jr.
Section 3, Hendricks County, Indiana

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 may occupy said easements at side or rear lot lines excepting fences, non-entrance driveways, and the facilities for which the easements are reserved hereinabove. Fences and non-entrance driveways erected on easements 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.

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 AND FOUNDATION DRAINS. No crawl spaces, eaves troughs, gutters, downspouts, or foundation perimeter drains shall be constructed to discharge water onto a street. Crawl space drains, and foundation space 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, 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 not allowed in this subdivision.

28. PROSCRIPTION AND OTHER IMPROVEMENTS. No improvements of any kind shall be permitted in a dedicated street rights 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.


[Stamp]

[Stamp]
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. Sidewalks shall be constructed at the time of the erection of a residence on said lot, within two (2) years of the date of said deed if no residence is constructed (or sale of a residence is shown) on said 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. Said sidewalks shall conform with the record plat in the office of the Hendricks County Planning 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-inch metal pipes about 30 inches long set so as to leave about one or more inches of pipe projecting above ground unless a different type of marking appears on the recorded plat. Laths, wire, or without flagging, driven beside metal pipes is not to constitute corner stakes. Said corner stakes will not only furnish stakes but serve only to signalize and identify corner 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 other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris on said lot or the 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 along the public streets or any area of ThornRidge, said owner or his agent shall line the lot side of any curb along the public streets or any area of ThornRidge, said owner or his agent shall line the lot side of any curb along the public streets or any area of ThornRidge. Should mud or other debris be distributed on any public street, or any area of ThornRidge, a result of any activity on any lot for the removal of that mud or other material at the buyer's expense, and in the event the buyer's expense is not incurred, the buyer shall be responsible for the removal of that mud or other material at his own expense.

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 pond water because said county has not cleaned it, it shall be the duty of the owner of such lot, or his agent, to clean and properly dispose of any obstructing debris. Lot owners failing to clean said castings shall be solely liable.

Pursuant to IC 36-7-4.7-700 et seq., and all amendments thereto, the public notice of the hearing of the Hendricks County Plan Commission on the application of herein-named application for approval of said plat duly complied with IC 36-7-4.7-700 amendments thereto, and that said plat was approved at said hearing by the majority of the members of said Commission concurring in said app

Given under our hands and seal this 13th day of June, 19__.

[Signature]

C. Richard Whicker, President

[Signature]

Robert L. Hargis, Jr.
Section 3, Hendricks County, Indiana

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, 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. Exterior lighting of the home or the lot, the effect or use of which becomes a nuisance to adjoining lot owners, is prohibited.

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 antennas 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 unpaid and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosures 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 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 (3/4) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Given under my hand and seal May 10, 1995:

[Signature]
Stanley M. Shartle, Registered Land Surveyor No. 3431, State of Indiana