

Thornburg Section 2-3
Plat, Covenants, Conditions and Restrictions

The undersigned, C.P. Morgan Communities LP., by C.P. Morgan Investment Co., Inc. General Partner, by Mark W. Boyce, Vice President as Owner of the within described real estate, do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat, the within plat shall be known and designated as Thornburg All Sections, a subdivision in Hendricks County, Indiana

Public Streets:

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance. are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

Residential Uses:

All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof other than the home occupations permitted in the Zoning Ordinance of the Town of Brownsburg, Indiana or businesses having received approval of a use variance from the Brownsburg Board of Zoning Approvals.

Building Location:

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines shown on the within plat.

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "D.U. & S.E" (Drainage Utility and Sewer Easements) which are reserved for the non-exclusive use of public utility companies, including cable television companies, but not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewer and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in this addition, however, shall take their title subject to the non-exclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

There shall be ten (10) foot minimum drainage, utility, and sewer easement on the front of each lot unless otherwise noted (said 10' D.U. & S.E. applies to both frontages on corner lots).

Drainage Easements:

There are areas of ground on the plat marked "Drainage Easements". The Drainage Easements are hereby created and reserved: (1) for the use of the developer during the

"development period," s such term is defined in the declaration of covenants, conditions and restrictions for Thornburg ("declaration"), for access to. and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and (II) for the non-exclusive use of the association (as defined in the declaration), the Hendricks County Drainage Board or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas: provided, however, the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The declination of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall he erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision however, shall take their title subject the non-exclusive rights of the Hendricks County Drainage Board and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Developer's Right to Perform Certain Maintenance:

In the event that any Owner of a lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of the Restrictions, Developer shall have the right, but not the obligation, by and through its agents and or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may he reasonably necessary to make such Lot and improvement situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said Real Estate for the expense thereof. Neither the Developer, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the development period, the Association shall succeed to the rights of the Developer.

Common Area:

There are areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

- I. Solely for the common visual and aesthetic enjoyment of the owners.
- II For the use by developer during the development period for the installation of retention and detention ponds or lakes, entryways, sidewalks and playgrounds and nature park lands; and

III. For the use as retention and detention ponds or lakes, entryways, sidewalks and playgrounds, and nature park lands; and

IV. For the ownership and use of the association for the management and control of retention and detention ponds or lakes, entryways, sidewalks and playgrounds and nature park lands, and installation maintenance and repair of improvement hereto.

Lake Common Area Adjoining Hunter's Cove Subdivision:

The lake Common Area that adjoins Hunter's Cove Subdivision shall be maintained by the lot owners that abut the Lake (lots 111 and 119 inclusive). The maintenance cost will be shared with the lot owners from Hunter's Cove that also adjoin the Lake. Each lot shall be assessed an equal share of the maintenance costs. The Thornburg Homeowners' Association shall have the right to enforce this maintenance and assessment provision for the lot owners within Thornburg.

Sight Distance At Intersections:

No Fence, wall, hedge or shrub planting which obstructs sight lines of elevations between 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting points 40 feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersections of a street right-of-way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at a sufficient height to prevent obstruction of the sight line.

Entrywalls:

There are entry walls located at the entry of the subdivision. These entry walls shall be maintained by the Association and are not the responsibility of the Town of Brownsburg, Indiana.

Driveways:

All driveways will be paved by the builder at the time of original construction. Maintenance of the driveways thereafter, including any resurfacing or repaving shall conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the porch.

Signs:

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of

advertising the property for sale or rent, except the developer may use larger signs during the sale and development of the subdivision.

Storage Sheds and Mini-Barns:

No detached storage shed or mini-barn shall be installed or permitted in this subdivision.

Mailboxes:

The mailboxes initially installed by the developer include a newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

Animals:

No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Motor Vehicles and Trailers:

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons, or small trucks (pickups, vans) of a size not larger than may be parked within the garage shall be regularly parked on or adjacent to a lot. Also no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers or boat trailers) shall be kept or parked on said lot except within a garage.

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage, or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Storage Tanks:

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields, or other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

No antenna in this subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:

No satellite dish shall be installed or permitted in this subdivision, except those that do not exceed twenty-four inches (24") in diameter.

Exterior Siding:

The exterior siding of homes on lots numbered 95 thru 125 and 200 thru 222 of Thornburg will be wood (including dimensional products such as inner seal) without vinyl siding. The front elevation of the homes on the above lots and of those on the opposite side of the street will include masonry material such as stone or brick.

Gutters & Downspouts:

All gutters and down spouts in this subdivision shall be painted or of a colored material other than gray galvanized.

Awnings:

No metal, fiberglass or similar type awnings or patio covers shall be permitted in this subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in this subdivision.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within a fenced area and shall be concealed from the view of neighboring lots and the streets.

Street Access:

All lots shall be accessed from the interior streets of the subdivision. There shall be no direct access lot access to State Road 267 or any other public street that is not an interior street.

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Hendricks County Drainage Board. Property owners must maintain these swales as sodden grass ways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Hendricks County Drainage Board. Culverts must be protected especially at the ends by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced.

Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Town may cause said

repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Fences:

No fence shall be higher than six (6) feet. No fence shall extend forward of a point which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood. No fences, except those installed initially by the developer shall be erected without prior written consent of the Development Control Committee.

Site Development:

Should any application be submitted for zoning changes or variances during the primary development of Thornburg, notice shall be given to thirty percent (30%) of the lot owners within the Hunters Cove Subdivision. Notice shall also be given to the President of the Hunters Cove Homeowners' Association if such association is in existence at the time of the zoning request. All notices shall be in conformance with the requirements of the Brownsburg Subdivision Control Ordinance. Primary development shall mean that period of time until issuance of the building permit for the last home in Thornburg Subdivision.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any persons or entity having any right, title or interest in the Real Estate (or any part thereof) and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Brownsburg Planning Commission, its successors and assigns, shall have no right, power of authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitment, restrictions or other limitations that expressly run in favor of the Brownsburg Planning Commission; provided further that nothing herein shall be construed to prevent the Brownsburg Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended or any conditions attached to approval of this plat by the Town Council.

Terms:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five years from recording date. At which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants

in whole or part. Invalidation of any of the covenants by judgment f court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The real estate described within this plat is hereby platted, subdivided and made subject to these plat, covenants, conditions and restrictions and is further subject to the terms, definitions and conditions of a certain declaration of covenants, conditions and restrictions recorded as instrument _____ in the Office of the Recorder of Hendricks County, Indiana. Furthermore, this plat is subject to the terms, definitions and conditions of certain "Developmental Commitments" dated April 20 1995 and recorded as instrument _____ in the Office of the Recorder of Hendricks County, Indiana.

In witness whereof, C. P. Morgan Communities L. P. by C. P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President have hereunto cause its and their names to he subscribed this 26th day of September 1996.

The C. P. Morgan Investment Co., Inc., General Partner

Signed

Mark W. Boyce, Vice President

State of Indiana)

SS:

County of Hamilton)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared C. P. Morgan Communities L. P., by C. P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President and acknowledged the execution of the foregoing instrument as it voluntary act and deed affixed their signature thereto.

Witness my signature and Notorial seal this 26 day of Sept, 1996.

Notary Public: Signed – Deana H. Guyton

My Commission expires 12-4-96 County of residence Hamilton

This instrument prepared by C. P. Morgan Communities L. P., by C. P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President

Notary Public Seal