

The undersigned, does hereby lay off, plat and subdivide said real estate in accordance with the attached Plat and Certificate.

This subdivision shall be known as Thoroughbred Farms, Sections I and II and contains 18 lots for single family homes, numbered 1 through 4, inclusive, plus 7 through 14, inclusive Section I and lots 5 and 6 plus 15 through 18 in Section II.

Additional right-of-way for Lafayette Road and for the cul-de-sac on the Hendricks County frontage road is hereby dedicated to public use.

#### INTERNAL PRIVATE ROADS

Roadway easements are hereby established as shown on this Plat for the purpose of providing access to the lots within this subdivision, and also to the lots to be located in Section II.

Roadway easements, as defined above, are hereby stated to be available for use as utility easements, also as defined above.

The physical roadway facilities constructed or to be constructed on said roadway easements shall be owned by the party which owns the ground lying under the improvements.

The Architectural Review Committee, acting on behalf of the owners of all lots in Sections I and II, shall have responsibility for the maintenance of these physical improvements. The costs of said maintenance shall be the responsibility of the owners of the individual lots within Sections I and II, and the owner of each lot shall pay 1/18 of the total cost of said roadway improvement maintenance costs.

The Architectural Review Committee shall pay for said maintenance with funds assessed to the owners of the lots within Sections I and II as provided for hereinafter.

The Architectural Review Committee, on behalf of the owners of the lots, shall maintain the physical roadway improvements in a clean, safe and sanitary condition at all times.

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are acceptable to the public and to them.

Improvements which are necessary for dedication and the assessment of the costs of those improvements to the owners of the lots shall be subject to the approval of 2/3 of the owners of the lots.

Responsibilities for maintenance include maintenance of the existing bridge located within project limits crossing Fishback Creek.

So long as the roadway easements and roadway improvements are not dedicated to the public, neither the Architectural Review Committee nor the owners of lots shall request any governmental authority to provide maintenance, cleaning, snow removal, repair or replacement of any roadway physical improvements.

Further, the permanent roadway easements as shown on the Plat are hereby dedicated to the use of emergency vehicles. No owner shall do anything to restrict the use of such easements for their intended purposes, and shall build no fences thereon.

There are strips of ground marked "Utility Easement" shown on the Plat which are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take title subject to the Utility Easements hereby created, and subject at all times to the rights of proper authorities to service the utility facilities and easements hereby created. No permanent structure of any kind and no part thereof, except fences, sidewalks and driveways shall be built, erected or maintained on said "Utility Easements."

There are strips of ground marked "Drainage Easements", which are hereby reserved to the City of Indianapolis and its Department of Public Works or to Hendricks County for the installation and maintenance of drainage improvements including swales, ditches, pipes, drains, manholes, retention or detention areas, or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created, and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water shall be built, erected or maintained on said drainage easements. It shall be the responsibilities of the owners of

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diverted or accelerated. Such use for access, easement or detention or retention is hereby declared to be an easement and servitude upon the land for the benefit of the owners by such use and for any proper Agency or Department of the City of Indianapolis or Hendricks County. The City of Indianapolis or Hendricks County is hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect such easement and servitude rights.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to owners of other land contained within the Plat upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels to use their land and maintain or replace said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

The Architectural Review Committee, acting on behalf of the owners of lots, shall have maintenance responsibilities to assure that Fishback Creek and its adjacent floodways areas are properly maintained. Necessary maintenance shall be funded by assessments against lot owners as hereinafter provided.

There are strips of ground shown on this Plat marked "Landscape Easement". Said Easements are hereby reserved to the Architectural Review Committee and they may, at their option, provide install and maintain landscaping and project signage as they deem appropriate.

Areas located within Landscape Easements, as shown on this Plat, shall be left in their natural state, except to the extent approved otherwise by the Architectural Review Committee upon application to them, and no structure of any type or kind shall be erected within said Landscape Easements for any purpose, except individual sanitary sewer laterals or utility services or storm drainage facilities, unless approved by said Committee.

There shall be no removal of trees, bushes, shrubbery, plant growth or other natural feature from said Landscape Easement areas, except as necessary for installation and maintenance of utility, sewer or drainage facilities, unless approved by the Architectural Review Committee.

developers of the project for signage as they may deem appropriate.

Sewage easements denoted as S.E. are shown on this Plat. These easements are available to the Architectural Review Committee and its assigns for construction, installation, extension, operation, maintenance, repair and replacement of sanitary sewage collection lines with appurtenances. These facilities are to be owned by said Committee.

The sanitary easements as shown on this Plat extend along the existing drive to Lafayette Road. These easements are created for possible future extension of the sewage collection system within project limits to Lafayette Road, with ultimate connection to municipal service as may be available.

Sewage treatment easements denoted as S.T. are shown on this Plat. These easements are available to the Architectural Review Committee and its assigns for construction, installation, operation, maintenance, repair and replacement or reconstruction of treatment facilities for sanitary sewage.

#### **COMMON AREAS**

There are hereby created 4 distinct common areas in Section I.

Common Area Number 1 is for use for operation, maintenance, repair and replacement of the mound sewage treatment system. Common Area Number 4 is reserved for possible similar uses.

Common Areas Number 2 and 3 are to be maintained by the Architectural Review Committee which may license such maintenance activities to the owners of abutting lots.

The Architectural Review Committee, shall by recordation of this Plat, take title to those common areas.

**ALL LOTS IN THIS SUBDIVISION AND ALL PRESENT AND FUTURE OWNERS OR OCCUPANTS THEREOF SHALL BE SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND.**

#### **USE STANDARDS**

1. All lots within this subdivision shall be designated as single family residential lots.

restrictive businesses can be used in Dwelling Districts Zoning Ordinance of the City of Indianapolis or Hendricks County and only one single family dwelling, a private garage and other such out buildings as are usual and incidental, to the use of a residential lot may be constructed thereon.

3. No portion of any lot may be sold or subdivided such that there will be thereby created a greater number of houses thereon than the number of lots originally platted.
4. No multiple family dwellings shall be constructed on any lot within this subdivision and no further development shall be permitted beyond 18 single family detached residences.
5. No use shall be made of any lot in this subdivision except as permitted by the Dwelling District 1 Regulations of the Dwelling Districts Zoning Ordinance of Marion County, as amended or the Residential Zoning Ordinance of Hendricks County, as amended.
6. Any use of any lot within this subdivision shall be in conformity with the Development Standards of the Dwelling District 1 Regulations of the Dwelling Districts Zoning Ordinance of Marion county, as amended, or with the Development Standards of Hendricks County, as amended, together with such further or higher Development Standards as are specifically contained in this Plat, or otherwise required by these Covenants, Conditions and Restrictions.
7. Each lot shall be kept in such manner that it will present a neat and pleasing appearance with grass mowed when necessary to maintain a growth of 6 inches or less at all times.
8. Campers, recreational vehicles or boats of any kind may not be permanently stored or parked on any lot, that allows them to be visible from the street outside the main dwelling or garage.
9. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within building setback lines unless approved otherwise and such changes must be approved by the Architectural Review Committee prior to location on the premises.

porch, car, truck, garage, barn or house or other buildings shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently.

11. No noxious or offensive activity shall be carried on upon any lot, or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
12. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot unless entirely within an enclosed garage permitted by these Covenants.
13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other animals generally and customarily recognized as household pets, provided that they are not kept, bred, or maintained for any commercial purpose, except horses may be kept on lots 8 and 9 if barn is kept, for subdivision lot owners only, with approval of 75% of lot owners.
14. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage.
15. No gas or oil drillings, gas or oil development operations, gas or oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted on any lot.
16. Manufactory rep type of business may be run from homes but can be closed down by vote of 75% of lot owners on a lot by lot approval or disapproval. Such approval or disapproval can be changed if again 75% of lot owners should vote for or against such usage.

#### DEVELOPMENT STANDARDS

17. Every single family residence to be constructed on any lot within this subdivision shall include, at a minimum, an attached two car garage.
18. The means of ingress and egress to said attached garage shall be over a hard surface driveway constructed of either asphalt or concrete or other acceptable material.

Review Committee.

20. Every single family dwelling erected, placed or altered on any lot within this subdivision shall have a minimum finished living area of 3,000 square feet, ground level and above exclusive of open porches, basements either finished or unfinished and regardless if such basement is a walkout, and attached garages. In the case of a structure of more than one story, at least 1,500 square feet of the required minimum living area shall be on the first floor. There shall be at least 2,500 square feet of finish floor space if the home is a one story home. The Architectural Review committee shall have the right to impose larger minimum areas.
21. Front Building Lines are hereby established as shown on the foregoing Plat between which lines and the right-of-way or roadway easement lines, there shall be erected, placed or altered no structure or part thereof. The building lot lines which are measured from roadway easements lines are parallel to and measured perpendicularly from or concentric to those roadway easement lines unless otherwise dimensioned.
22. Single family residences erected on any lot within this subdivision shall not exceed two stories or 35 feet in height on the front side, and shall have attached private garages for not less than two or more than four vehicles. Carports with open sides shall not be permitted.
23. No building shall be located on any lot nearer to the front lot line than the minimum building setback as shown on this Plat.
24. No building shall be located nearer than 15 feet to any side yard line, and the total side yard setback on both sides must be at least 35 feet.
25. No building shall be erected closer than 25 feet to the rear lot line unless otherwise approved by the Architectural Review Committee as to use, location and harmony of design, and in no case shall be placed beyond the rear building line as shown on this Plat.
26. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet and six feet above adjacent roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the roadway easement lines and a line

roadway easement lines extended.

The sight line limitation shall apply on any lot within 10 feet from the intersection of a roadway easement line with the edge of driveway pavement. No tree shall be permitted to remain within said distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines between two and six feet above roadway elevations.

No driveway shall be located within 25 feet of the intersection of any two roadways unless approved by the Architectural Review Committee.

27. No fences shall be permitted to be constructed between the front building lines or street right-of-way line except as approved by the Architectural Review Committee.
28. No tree in excess of three inches in diameter may be removed from any lot without the approval of the Architectural Review Committee, and such requests shall be made to the Architectural Review Committee in writing.

In the event the Architectural Review Committee does not indicate in writing its approval or disapproval of request for tree removal within a period of thirty (30) calendar days after submission, the Architectural Review Committee shall be deemed to have approved such request.

Owners are advised that a tree preservation plan for the lot may be required by the Indianapolis Department of Metropolitan Development as to home sites within Marion county as a condition to issuance of an improvement location permit.

29. No house, footing drain or roof water drain shall be discharged into any sanitary sewer which shall exist or may be constructed in the future within the overall confines of this subdivision.
30. Any tank for the storage of fuel erected, placed or altered on any lot within this subdivision outside of any structure or building permitted by these Covenants shall be concealed and shall not be located below the surface of the ground.
31. Open loop geothermal systems shall not be constructed or used.



hereby advised that such systems are discouraged, and will not be approved unless their design blends aesthetically with the structure and with adjacent properties.

33. All outdoor air conditioning units shall be screened from view.
34. No mailbox shall be erected or maintained on any lot or within the subdivision without prior approval of the Architectural Review Committee. The mailboxes throughout the subdivision are intended to be uniform in design and color and will be as specified by the Architectural Review Committee and paid for by individual lot owners.
35. No sign of any nature or kind, including incidental signs as regulated by the Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended, shall be erected, placed or maintained on any lot which shall identify, advertise or in any way describe the existence of conduct of a home occupation which may otherwise be permitted to exist on any lot within this subdivision. Further, no home occupation shall be conducted or maintained on any lot other than one which is incidental to a business, profession or occupation of the owner or occupant of any lot within this subdivision, and which is generally and regularly conducted at another location away from such lot.
36. Any structure or building permitted to be constructed on any lot by these Covenants which may be destroyed by fire, wind storm or any other reason, in whole or in part, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Above ground swimming pools, only as approved by the Architectural Review Committee, will be permitted on any lot within this subdivision.

#### CONSTRUCTION STANDARDS

37. All construction commenced on any lot within this subdivision shall be completed within 210 calendar days unless circumstances beyond the reasonable control of the contractor or the owner prevent such conformance.

tiles or otherwise changed without the permission of the Indianapolis Department of Public Works or Hendricks County and the Architectural Review Committee.

Property owners must maintain these swales as sodded grass areas or other noneroding surfaces.

Water from roofs or pavement areas must be contained on the property for sufficient time so that drainage swales or ditches will not be damaged by flowing water.

Driveways may be constructed only when appropriately sized culverts or other approved structures have been permitted by the Indianapolis Department of Public Works or Hendricks County.

Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action, and will be given ten (10) calendar days notice by certified mail to repair said damage after which time if no actions is taken, the Architectural Review Committee, of the Indianapolis Department of Public Works or Hendricks County may call for said repairs to be accomplished by others and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

39. The finished yard elevations at the house site for lots within this subdivision shall not be lower than the elevations shown on the Grading Plan for this subdivision, unless approved by a Professional Engineer, and shall be approved in writing by the Architectural Review Committee prior to construction.

The lot owner shall be solely responsible for maintaining all finish grade elevations in accordance with the approved Development Plan and Grading Plan, and shall bear the cost of all grading or other improvements or modifications necessary to bring the lot into compliance with this Covenant.

40. Any field tile or underground drain which is encountered during construction of any improvement within this subdivision shall be perpetuated, and all owners of lots within this subdivision and their successors and their assigns shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

from 10 to 15 feet from the building to protect trees and vegetation from construction damage as might be reasonably required.

No machinery or equipment except as shall be necessary to install utility services, septic systems, drives or other similar facilities shall be driven upon or through the protected area, nor shall machinery, equipment or materials be parked or stored beyond said limits.

42. Construction of individual water supply systems shall be approved by the Marion County Health and Hospital Corporation or by Hendricks County, and shall be constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health.
43. The location of individual water supply systems or wells shall be approved in writing by the Architectural Review Committee.
44. All residential wells must be located within front yard areas, no closer than 25 feet from side property lines and 10 feet from foundation lines.

Residential wells for Lots 9, 10 and 11 must be located at least 100 feet northerly from the northern perimeter drain of the mound sewage treatment system.

#### **SANITARY SEWAGE COLLECTION AND TREATMENT**

45. Sewage treatment facilities, consisting of what are commonly referred to as "mounds" are to be constructed in the area enclosed or bounded by Common Areas 1 and 4. These sewage treatment facilities are to be owned by the Architectural Review Committee.

The low pressure sanitary sewer collection system shall also be owned by said Committee.

46. In addition to the sewage easements, as described above, the Architectural Review Committee and its assigns shall also have reasonable right of access onto each developed lot in this subdivision for purposes of periodic inspection, maintenance, repair or replacement of sewage pumps and appurtenances and also for cleaning of individual septic tanks if such repairs and inspections are deemed not to be properly performed by lot owners.

line service connections which are available for sanitary easements. These easements also are available for maintenance, repair, reconstruction or replacement of service lines and appurtenances.

47. All residential septic tanks and dosing tanks must be located within side or rear yard areas, no closer than 40 feet from front building lines, 25 feet from side property lines, 50 feet from rear property lines and 10 feet from building lines and swimming pools.

The Architectural Review Committee shall have responsibility for maintenance of sanitary sewage collection lines and individual sewage pumps to be provided by the various lot owners. The Committee also will have responsibility for maintenance of the common sewage disposal and mound system. Costs associated with maintenance shall be funded by assessments against the owners of lots as hereinafter provided. The Architectural Review Committee shall maintain all such sanitary sewer collection and treatment systems so that sewage remains in full compliance with all state and local rules and regulations at all times.

48. The Architectural Review Committee shall have sole responsibility for operation, maintenance, repair, reconstruction and replacement of septic tanks, service lines, trunk lines, mound treatment facilities and all appurtenances.

All such facilities are collectively referred to as sanitary facilities.

Operation of sanitary facilities shall include but not be limited to contracting for and paying all bills in connection with day to day operation of the septic tanks, pumps, service lines, truck lines and mound system all funded by assessments against owners of lots.

Maintenance of sanitary facilities shall include but not be limited to pumping of owner's septic tanks every 3 years or more often as may be necessary from time to time, as well as maintaining pumps, pump stations and other sanitary facilities, including warning systems and accessories, force mains, piping, electric service lines and related equipment. Such pumping of septic tanks shall be chargeable to owners of tank being pumped.

septic system  
to time except those sections of the septic system located on owner's lots, excluding service lines, pumps and septic tanks.

The Committee shall take immediate action to repair, replace or reconstruct any such components as may be required to promptly restore the sanitary sewage collection and treatment systems to proper operating condition.

Except as stated herein, owners of individual lots shall be responsible for installation, maintenance, repair or replacement as may be necessary from time to time of connecting lines from their residence to their septic tank.

49. The Committee shall budget annually for the expenses involved in operation of the sanitary facilities, including operational costs, maintenance costs, replacement costs and repair costs.
50. A sanitary trust fund for emergency repairs to the sanitary treatment facilities and systems shall at all times be maintained in a dedicated interest bearing account. This sanitary trust fund shall consist of monies collected by the developer upon the initial sale of the first 15 lots in Sections I and II.

Upon the sale of each of the first 15 lots, the developer shall collect at closing the sum of \$1,450. which shall immediately be placed in the sanitary trust fund account.

This emergency trust fund account shall be used only for emergency repair and replacement costs associated with the maintenance of the sanitary facilities as defined above.

All monies placed in this sanitary trust fund account shall be non-refundable.

Upon the sale of this first 15 lots, the trust fund shall have a minimum balance of not less than \$21,750., which amount is 25 percent of the original construction cost of the mound system with appurtenances.

reduced below that \_\_\_\_\_  
exercise its rights to make emergency assessments  
against lot owners to rebuild the balance of the  
sanitary trust fund to a minimum balance of \$21,750.

Any amount above this minimum balance shall be  
maintained in the account and may be used only for  
routine maintenance and operation of the sanitary  
facilities.

In addition, the developer will deposit the amount of  
\$2,400 in a separate trust fund upon sale of each of the  
first 12 lots. These monies will be available for  
construction of the third mound, if such construction is  
found to be required. These funds will be refunded to  
the developer at a time after three years following sale  
of the 18th lot if the Indiana State Board of Health  
determines that construction of the third mound is not  
required.

51. The sanitary mound system to be constructed as part of  
this subdivision has been designed for a maximum  
capacity of 7,200 gallons of discharge per day.

Plans have been approved by the Indiana State Board of  
Health for a third mound which will be constructed if  
necessary. This third mound will increase the system  
capacity to 9,000 gallons per day.

The mound treatment system has been approved based on  
that maximum sewage volume, which has been agreed to by  
the developer.

This approval is based on design parameters of 300  
gallons of sanitary waste per day from 2 bedroom homes,  
400 gallons of sanitary waste per day for 3 bedroom  
homes, and 500 gallons of sanitary waste per day from 4  
bedroom homes.

The developer hereby covenants that it will not sell any  
additional lots after the above discharge capacity  
limitations have been exceeded without first obtaining  
additional approval from the Indiana State Board of  
Health.

The Architectural Review Committee shall have reasonable  
rights to encourage homeowners in this subdivision to  
limit volumes of sanitary waste, including rights to  
assess fees for excess sewage generation above the  
stated design parameters.

location permits for 14 lots in Sections I and II, and they or the developers may require limitation of sanitary effluent to the daily volumes listed above as a condition to issuance of building permits for the last 4 lots if sufficient capacity will not exist after construction of the third mound.

#### ARCHITECTURAL REVIEW COMMITTEE

53. An Architectural Review Committee is hereby created, which Committee shall consist of not less than three members.

The original members of the Architectural Review Committee will be Mary Ann Cobb and Marvin F. Miller Sr. and their appointee.

In the event of the death, disability, or resignation of any of the aforementioned members, the remaining members will be authorized to select the successor to fill the vacancy created.

The Architectural Review Committee shall have the right to expand membership upon the Committee.

A majority, but not less than two (2) of the members of the Architectural Review Committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of external design with existing structures and the subdivision, and whether the building and property setback lines are in conformity with applicable Plat requirements and these Covenants. Owners are hereby advised that contemporary homes are generally discouraged, and will not be approved unless their design blends aesthetically with adjacent properties.

The Architectural Review Committee shall also undertake such other duties and responsibilities as are assigned to it.

No charges will be made to any purchaser of any lot within this subdivision for examination of plans or specifications, or for giving approval for construction thereon. Again, contemporary homes are discouraged from being built.

OF THIRTY (30) CALENDAR DAYS AFTER SUBMISSION, THE Architectural Review Committee will be deemed to have approved such plans.

Actions of the Committee need not be taken at a formal meeting but may be evidenced informally in writing signed by a majority of the members.

54. The Architectural Review Committee shall have the right to approve or disapprove the removal of existing trees and such trees shall be shown on the plans submitted to them for approval.
55. The Architectural Review Committee shall have rights of approval as to quality of workmanship and types of materials, harmony of external design with existing structures and location with respect to topography and finish grade elevations and existing trees and foliage.
56. No fence or wall or mailbox or post shall be erected, placed or altered on any lot within this subdivision unless approved in writing by the Architectural Review Committee.
57. The Architectural Review Committee must also approve the owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property.
58. It shall be the lot owner's responsibility to comply precisely with all building and site finish ground elevations.
59. Notwithstanding compliance with all minimum Development Standards as required by applicable Ordinances and these Covenants and Restrictions, no construction shall commence upon any lot in this subdivision until the Architectural Review Committee, or its designatee shall have first approved in writing the building contractor selected by the lot owner for construction.
60. In the event the Architectural Review Committee, or its designated representative fails to approve or disapprove within thirty (30) calendar days any submittal to it, or in any event if no suit to enjoin construction has commenced prior to the completion thereof, approval will not be required, and the related Covenants shall be deemed to have been fully complied with.
61. Notwithstanding compliance with the foregoing Covenants, the Department of Metropolitan Development of the City of Indianapolis or Hendricks County shall not



site plans presented by \_\_\_\_\_ by and bear the stamp of the Architectural Review Committee, or its duly authorized representative, which approval and stamp shall be substantially in the following form, to-wit:

THIS SITE AND OR BUILDING PLAN FOR LOT \_\_\_\_\_ IN THOROUGHBRED FARMS HAS BEEN APPROVED FOR IMPROVEMENT LOCATION PERMITS AND CONSTRUCTION BY \_\_\_\_\_, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLAT OF RECORD OF THOROUGHBRED FARMS.

ARCHITECTURAL REVIEW COMMITTEE  
THOROUGHBRED FARMS

By \_\_\_\_\_

### RIGHTS OF ASSESSMENT

62. Each owner of a lot within this subdivision by acceptance of a Deed is deemed to Covenant and agree to pay assessments as the same become due in the manner herein provided. And such assessments and changes thereof shall require the approval of 75% of the lot owners.

All such assessments, together with interest thereon and costs of collection thereof as herein provided shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made until paid in full.

Such assessments shall also be the personal obligation of the owner or owners of the lot at the time when the assessment became due and payable.

Any assessment not paid within thirty (30) calendar days after the date the same became due and payable shall bear interest from the due date at a percentage rate to be established by the Architectural Review Committee but not greater than 15% per annum.

63. The Architectural Review Committee, or any member thereof, shall be entitled to institute in any Court of competent jurisdiction such procedures at law or in equity by foreclosure or otherwise to collect the

If the Architectural Review Committee has provided for collection of any assessment in installments, upon default in payment of any one or more installments, the Architectural Review Committee shall have the right to accelerate payment and declare the entire balance of said assessment to be due and payable in full.

64. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

65. The lien for the assessments provided herein shall be subordinate to the lien of any recorded first mortgage covering such lot, and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority.

Sale or transfer of any lot within this subdivision shall not affect said assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure or proceedings in lieu thereof shall extinguish the lien for such assessments as to payments which become due prior to such sale or transfer.

66. No sale or transfer shall relieve such lot from liability for assessments thereafter becoming due, or from the lien thereof.

67. The Architectural Review Committee shall, upon demand at any time, furnish a certificate in writing signed by a member of the Architectural Review Committee that the assessments on any lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid or not paid.

68. Any easement granted herein, or any property shown on this Plat, if dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charges and liens created herein.

69. The Architectural Review Committee shall have the right to make assessments to cover any costs incurred in enforcing these Covenants or in undertaking any maintenance or other activity which is the responsibility of a lot owner hereunder.

These covenants of the undertaking of the maintenance or other activity.

**OTHER AND ADDITIONAL COVENANTS**

70. These Restrictions, Covenants and Conditions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive period of five (5) years each, unless at a date after ten (10) years following the date of recordation, an Instrument signed by a majority of then owners of the lots within this subdivision agree to change all or any Covenant in whole or in part.

These Covenants can be changed or eliminated by execution and acknowledgment by 75% of the lot owners of the lots within this subdivision at least one (1) year prior to the expiration of each fifteen (15) or five (5) year period, of a waiver of renewal and said waiver shall be recorded in the Office of the Hendricks County Recorder, in which event the provisions as above set out for renewals shall be null and void.

71. The Metropolitan Development Commission of the City of Indianapolis, Hendricks County or their successors and assigns, shall have no right, power or authority to enforce any Covenant, Commitment, Restriction or other limitation contained within this Plat other than those Covenants, Commitments, Restrictions of limitations that expressly run in favor of the Metropolitan Development Commission, provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission of Marion County or Hendricks County from enforcing any provision of the Subdivision Control Ordinance, as amended, of Marion County or the Residential Zoning Ordinance of Hendricks County or any condition attached to approval of this Plat by the Marion County Plats Committee or by Hendricks County.
72. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenant herein contained, either to restrain violation or to recover damages or corrective action.

erected or altered in violation thereof, any other legal process is hereby reserved to the Architectural Review Committee and to each and every owner of the several lots within this subdivision, their grantees and assigns, who shall be entitled to seek injunctive relief without being required to show any damages, together with reasonable attorney fees.

74. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions herein, which all shall remain in full force and effect.
75. All costs of litigation and attorney fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.
76. The undersigned developers of this subdivision shall have the right to create a Not-For-Profit Association to be known as the "Thoroughbred Farms Association, Inc." and to declare restrictions and liabilities upon homeowners in this project, which Declaration shall be recorded in the Office of the Marion County Recorder and the Office of the Hendricks County Recorder. Said Declaration shall not be binding upon the owner of any lot within this subdivision other than the undersigned developer at the time of recordation of said Declaration.

Such Declaration may contain further Standards, Covenants, and Restrictions applicable to all lots or common areas in this subdivision running with the land binding present and future owners thereof from and after the date of recordation of said Declaration.

Said Association may be formed for the purposes of providing or maintaining street lighting, maintaining sanitary sewers and treatments systems, maintaining common areas, maintaining roadways, sidewalks and other facilities, maintaining or providing project signage or landscaping and performance of other functions reasonably necessary and in the best interests of the development and its residents, and among other provisions, shall be empowered to assess and collect sums of money from all lot owners in this subdivision annually or as deemed necessary specifically to facilitate the purposes of the Association and the best interests of the subdivision and the owners of lots therein.

WITNESS our signature this 17 day of JULY,  
1994.

By Fred G. Johnston, Jr.  
Fred G. Johnston, Jr.  
Horsted Enterprises, Inc.

ATTEST:

By Sandra Hartley

9800000520  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 01-07-1998 At 03:31 pm.  
COVENANTS 52.00  
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RECORDED 2-9-95