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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FOSTER BRANCH WOODS SUBDIVISION

THIS DECLARATION (hereinafter called "the Declaration" or "this Declaration") made this 20<sup>th</sup> day of APRIL, 1999, by BARRINGTON ENTERPRISES, INC., (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Madison County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant is in the process of creating on the Real Estate a residential community with public streets, common facilities and landscaped areas, for the benefit of such residential community to be known as FOSTER BRANCH WOODS SUBDIVISION; and

WHEREAS, Declarant desires to subdivide and develop the Real Estate hereafter intended to be recorded by Declarant; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common facilities (if any) therein contained, and to this end, Declarant desires to subject the Real Estate and each owner of all or part thereof to the terms of the Declaration, as hereinafter provided; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the common facilities (if any) located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby

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and hereunder, performing certain maintenance, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name Foster Branch Woods Homeowner's Association, Inc., or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein, and which shall run with the Real Estate and be binding upon all parties having Any right, title or interest in the Real Estate, their heirs, successors and assigns.

#### ARTICLE I

#### DEFINITIONS

Section 1. The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

A. "Applicable Date" shall mean (a) the date upon which the written resignation of the Class B member is delivered to the resident agent of the Association; (b) one hundred twenty (120) days after ninety-five percent (95%) of the Lots in the property have been conveyed to Owners other than Declarant; (c) six (6) years after the date of recording of the first conveyance of a Lot to an Owner other than Declarant; or (d) ten (10) years from the date of this Declaration, whichever occurs first.

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B. "Association" shall mean Foster Branch Woods Homeowner's Association, Inc., an Indiana not-for-profit corporation which Declarant has caused or will cause to be incorporated under said name or a similar name, its successors and assigns.

C. "Board" or "Board of Directors" shall mean the board of directors of the Association.

D. "Common Area" shall mean (i) those portions, if any, of the Real Estate shown upon any recorded subdivision plat of the Real Estate, or any part thereof (including the Initial Plat), which are not Lots (reserving, however, unto Declarant the right to re-plat any of such areas as part of one (1) or more Lots), other than portions thereof (such as streets) which are dedicated to the public, whether such plat is heretofore or hereafter recorded, including all improvements and structures constructed or to be constructed thereon, and (ii) such portions of the Real Estate (if any) as are hereinafter declared to be "Common Area" by an instrument executed and recorded by Declarant, whether or not such areas comprise part or all of a lot or lots shown upon any recorded subdivision plat of the Real Estate.

E. "Declarant" shall mean BARRINGTON ENTERPRISES, INC., and any successors and assigns of who it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of (or by acceptance of a deed in lieu of foreclosure of), a mortgage executed by Declarant; provided, however, that any such mortgagee so acquiring title by virtue of foreclosure against (or acceptance or a deed in lieu of foreclosure from) the Declarant shall not be deemed to have assumed any prior obligations or liabilities of the Declarant hereunder.

F. "Initial Plat" shall mean the subdivision plat(s) of the Real Estate.

G. "Living Unit" shall mean a residential housing unit designed or intended for use as living quarters for one family or housekeeping unit. For the purpose of determining membership in the Association, each Living Unit as initially constructed on a Lot by Declarant or others shall be considered as a separate and individual unit.

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H. "Lot" shall mean and refer to any and each plot of land included in the Real Estate (with the exception of Common Area) designed and intended for use as a building site for a Living Unit, and identified as a lot on any recorded subdivision plat of the Real Estate or any part thereof (including the Initial Plat).

I. "Member" shall mean any person or entity holding membership in the Association as provided in the By-Laws of the Association.

J. "Real Estate" shall mean the parcel or parcels of real estate in Madison County, Indiana, described in Exhibit "A" attached to and incorporated in this Declaration.

K. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Real Estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

L. "Person", whether appearing in upper case or lower case form, shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

M. The parts of the Real Estate designated on any Plat(s) as Utility Easement; Utility and Drainage Easement; Landscape Easement; Drainage Easement; Greenspace Setback, Emergency Access Easement, Sidewalks; and Public Streets are reserved for those purposes and those purposes described in the covenants and restrictions recorded in conjunction with any Plat(s).

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. As of the date of execution of this Declaration, the Real Estate consists solely of the Real Estate. The owner of any Lot at any time subject to

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this Declaration, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking such occupancy, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to or under this Declaration, and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Association, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform and comply with the terms and provisions of this Declaration.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

**Section 1. Membership.** Every Owner of a Lot, except as herein provided to the contrary, shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one Person, each of such Persons shall be a Member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

**Section 2. Transfer.** A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage

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of record or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

**Section 3. Voting.** The Association shall have two (2) classes of voting membership, as follows:

A. **Class A.** Class A members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one Person holds title to any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other Person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other Person entitled to a vote at such meeting, unless such co-Owner or other Persons have filed a general voting authority with the Secretary applicable to all votes until rescinded. If such designation is not made and an agreement is not made between Co-Owners as to the Person entitled to cast the vote, there shall be no vote counted for such Lot.

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B. Class B. Class B members shall be the Declarant and all successors and assigns of the Declarant designated by the Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to three (3) votes for each single numbered parcel of land owned by it and shown upon and identified as a Lot on any recorded plat of the Real Estate. The Class B membership shall cease and terminate upon the first to occur of (a) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Association; (b) one hundred twenty (120) days after all of the Lots in the Property have been conveyed to Owners other than Declarant; (c) ten (10) years after the date of recording of the first conveyance of a Lot to an Owner other than Declarant; (the applicable date being herein referred to as the "Applicable Date"). Declarant shall be entitled to one (1) Class A membership for each Lot of which it is the Owner on or after the termination of the Class B membership.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of not less than thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of not less than thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 5. Board of Directors. Following the Applicable Date, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Until the Applicable Date,

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the Board shall consist of three (3) persons designated by Declarant, as long as Declarant shall own one or more Lots.

**ARTICLE IV**  
**PROPERTY RIGHTS**

**Section 1. General Provisions.**

A. All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owners and the Mortgagee from time to time of any Lots and the owner and mortgagee, if any, from time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

B. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successor and assigns, for an initial term commencing on the date this Declaration is recorded and ending January 1, 2024, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified as herein permitted and provided.

**Section 2. Right of Enjoyment.** Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, limited, however, to and for the uses and purposes for which any portion of the Common Area is designed and intended, which right and easement shall include, but not be limited to, use and enjoyment of open spaces and all other parts of the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to pass reasonable rules, with respect to the Common Area, for the health, comfort, safety and welfare of persons using the same;

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B. The right of the Association to suspend the voting rights and right to the use of recreational facilities, if any, situated upon the Common Area (but not rights of access to Lots) by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration, and;

D. The rights of the Association and Declarant reserved elsewhere in this Declaration.

**Section 3. Declaration of Enjoyment.** Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to residents of his Lots, including the members of his family, his tenants, or contract purchasers.

**Section 4. Association's Rights and Obligations.**

A. The Association shall have the obligation to manage, repair, maintain, improve and operate the Common Area, the Emergency Access Easement, sidewalks within the common area and that portion of the 12' wide paved private drive which is located on the Real Estate from County Road 600 West to the Emergency Access Easement.

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 4.A. next hereinabove provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this Declaration.

C. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities and other purposes necessary or useful for the proper maintenance or operation of the project.

D. The Real Estate shall be subject to easements of record on the date the various portions thereof become subject to this Declaration, and to any easements in the Common Area which may at any time be granted by Declarant or the Association to any public or private

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utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lots or the Common Area.

**Section 5. Declarant's Rights.** Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last numbered parcel of land shown upon, and identified as a lot on any recorded plat(s) of the Real Estate (whether heretofore or hereafter recorded, including the Initial plat) is conveyed to an Owner other than Declarant, or until the Applicable Date (whichever event shall first occur), Declarant shall have the right and easement over the Common Area for the completion of improvements and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other portions of the Real Estate and the right to maintain and use facilities (including, but not limited to, model Living Units) and signs upon the Common Area and any other portions of the Real Estate (other than Lots owned by an Owner other than Declarant) for the purpose of marketing units, and to invite and escort the public thereon for such purpose.

**Section 6. Non-Dedication to Public Uses.** Nothing contained in this Declaration or in any subdivision plat of any part of the Real Estate shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to or for any public use or purpose whatsoever, all of such Common Areas being reserved to the Owners and the Association as provided in this Declaration, but subject, however, to the rights of the Association and the Declarant to thereafter dedicate portions of such Common Area to the public or to or for public uses or purposes but only to the extent, and on all of the conditions, set forth in this Declaration.

**Section 7. Title to Common Area.** Declarant hereby covenants that it shall convey and transfer the Common Area included in and constituting a part of the Real Estate (if any) to the Association prior to the first conveyance of a Lot within the Real Estate to an Owner other than Declarant. Each such portion of the Common Area so conveyed by Declarant to the Association shall, at the time of such conveyance, be subject to any dedicated or public street or road rights

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of-way affecting the same and all easements, covenants, conditions, limitations and restrictions then or record, but shall be free and clear of all liens and financial encumbrances other than the lien of the then current non-delinquent installment of real estate taxes and assessments and subsequent installments thereof, which shall thereafter be paid when due by the Association.

**ARTICLE V**  
**ASSESSMENTS**

**Section 1. Personal obligations.** Each Owner of a Lot by acceptance of a deed or other conveyance thereof or, whether or not it shall be so expressed there in, shall be and is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments, for the payment or provision of all expenses of administration of the Association, expenses for the upkeep maintenance, repair and replacement of the Common Areas and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses may include, but shall not be limited to, the expenses and costs of hazard and liability insurance for Common Areas and any other common property; snow removal, trash removal, and water charges (if payable by the Association); street lighting (if provided by the Association); and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other property that must be maintained, repaired or replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, costs and reasonable attorney's fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in advance in twelve equal monthly installments on the first day of each and every month or, if so determined by the Association, in such other periodic installments as may be specified by the Associations. Each assessment, together with interest,

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costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date of said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Madison County, Indiana. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot or Living Unit. The following issues dealing with assessments may be found in the Association's By-Laws: (a) Purposes; (b) Special Assessments; (c) Notice and Quorum; (d) Rates; (e) Commencement; (f) Proof of Payment; (g) Liens; and (h) Declarant's assessments.

**Section 2. Annual Assessments.** Until January 1, 2000, the annual assessment shall be set by the developer.

A. From and after January 1, 2000, the maximum annual assessments may be increased each year not more than 10% above the maximum assessments permitted for the previous year, on a cumulative basis, without a vote of membership.

B. From and after January 1, 2000, the maximum annual assessments may be increased by more than 10% above the maximum assessments permitted for the previous year by a vote of two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy, at a meeting called for this purpose.

C. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby.

**Section 3. Assessment for Sanitary Sewer Collection System.** Each owner of a lot shall be responsible for paying the tap on fee, capacity fee and/or any other monthly user rate established by the Fall Creek Regional Waste District.

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## ARTICLE VI

### ARCHITECTURAL CONTROLS

**Section 1. Architectural Control Committee Authority.** No exterior additions removals or alterations (including changes in color or appearance) to any building on the Real Estate, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the Living Units and other buildings and improvements on the Real Estate, until the written plans and specifications showing in reasonable detail the nature, kind, shape, height, materials (including color), location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings in the Real Estate by an Architectural Committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, or if no suit to enjoin the making of such additions, alterations or changes or to force the cessation thereof has been commenced within sixty (60) days of such submission, such approval will be deemed to have been given. If no such submission has been made to the Architectural Committee, suit to enjoin or force the removal of such additions, alterations or changes may be instituted at any time by the Association or any Owner. During the time which the Association has a Class B member, the decisions of the Architectural Committee must have the written approval of the Declarant. The approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters required to be obtained from any other persons or governmental agencies pursuant to the terms of the Initial Plat, or any other plat or otherwise.

**Section 2. Restoration in Accordance with Original Plans.** Any restoration or repair of the Common Area or exterior of Living Units, after a partial condemnation or damage due to fire or other casualty, shall be performed substantially in accordance with this Declaration and

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the original plans and specifications for the same, unless other action is approved by the Architectural Committee.

**ARTICLE VII**  
**GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS**  
**APPLICABLE TO PROPERTY**

**Section 1. Living Unit and Lot Restrictions.** No more than one Living Unit shall be erected or maintained on each Lot. No Living Unit shall be used for purposes other than as a single family residence, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to be used for hotel or transient occupancy, provided that none of the following activities shall be considered a violation of this covenant:

- A. The maintenance of model Living Units and business and sales offices by Declarant during the construction and sale periods.
- B. The maintenance of offices by the Association or its designated manager for purposes of management of the Real Estate.
- C. Lease, rental or use of a Living Unit for purposes consistent with this Section.
- D. The use of a Living Unit by an owner for incidental office purposes to the extent permitted by applicable zoning ordinances.

**Section 2. Building Set-back Lines.** Building set-back lines are established on the Plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot lines (as the case may be) of said lot.

**Section 3. Home Size.** No Home shall have less than 2500 square feet of floor area, exclusive of garages. No homes consisting of two stories shall have less than 1500 square feet of floor area on the first level, exclusive of garages, porches and terraces, or exceed 25 feet in height.

**Section 4. Garages.** No garage shall be erected on any Lot which is not permanently attached to the Home, and no unenclosed storage area shall be erected. Each Home shall contain

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no less than a two car garage. No enclosed storage area shall be erected on any Lot which is not permanently attached to the Home.

**Section 5. Sidewalks.** The Owners of Lots shall install prior to occupancy of any Home concrete sidewalks across the entire portion of the Lot that abuts the street pursuant to specifications of sidewalks appearing on the recorded plat.

**Section 6. Common Area Restrictions.** No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs or any window display advertising be maintained or permitted on any part thereof, except that Declarant reserves the right for itself or its agents to maintain model Living Units, business and sales offices, storage areas and construction offices on the Common Area during the construction and sales period until the last Lot existing as part of the Real Estate on the Applicable Date is conveyed to an Owners other than Declarant, and to place "for sale, "for rent" or any other signs on any part of the Common Area and to use any part of the Common Area for sale or display purposes during such period.

**Section 7. Obstruction.** There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

**Section 8. Prohibition of Damage and Certain Activities.** Nothing shall be done or kept on any Lot or in any Living unit or on or in any Common Area or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the

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Association. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Real Estate and buildings thereon shall be committed by any Owners or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants, to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed in any Living Units, or any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to an other Owner or to any other person at any time lawfully residing on the Real Estate.

**Section 9. No Unsightly Uses.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area, or on a Lot so as to be visible from outside the Lot or the Common Area. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials.

**Section 10. Animals.** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or on the Common Area or any part thereof, except that household pets may be kept on Lots subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Real Estate subject to these restrictions upon three days' written notice from the Board, and provided further, that upon written request of 25% of the voting

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power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

**Section 11. Prohibited Structures.** No structure of a temporary character, trailer, boat, camper-bus, tent, or shack shall be maintained on any Lot outside of a garage or other approved structure, nor shall any garage or other building except a Living Unit be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

**Section 12. Storage.** Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the lot upon which the same are located. The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may be kept outside only if in sanitary containers which are so screened. Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles (including station wagons and small trucks such as pickups and vans) shall at any time be stored or parked on any Lot outside of a garage, or on any street within the Real Estate, or on any part of the Common Area and Restricted Common Area, either permanently or temporarily.

**Section 13. Signs.** No signs or any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and names of occupants) shall be displayed to the public view on any Lot or Common Area, except that a "For

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Sale" or "For Lease" sign may be displayed on a Lot which is being offered for sale or lease provided that it is in such form, style and location as the Board may require, and except that Declarant shall be permitted to erect and maintain upon the Real Estate such signs as it deems appropriate to advertise the development during the construction and sale periods.

**Section 14. Antennae.** Except with the prior written approval and the authorization of the Board, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located upon the Real Estate, or on the Real Estate itself.

**Section 15. Rentals.** Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Living Unit or Lot may be leased for a period of less than 90 days. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his Living Unit.

**Section 16. Rules and Regulations.** The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Real Estate, including the Common Area, as the Board in its sole discretion deems appropriate or necessary.

**Section 17. Accessory Outbuilding Prohibited.** No accessory outbuildings shall be erected on any Lot or Lots without the prior written approval of the Committee.

**Section 18. Occupancy or Residential Use of Partially Completed Living Unit Prohibited.** No Living Unit shall be occupied or used for residential purposes of human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the Living Unit shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

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**Section 19. No Open Geo Thermals.** No open system geo thermal heating systems shall be used on any lot.

**Section 20. Other Restrictions.** The Real Estate shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Real Estate, all of which are incorporated herein by reference.

**Section 21. Right to Perform Certain Maintenance.** In the event that the Owner of any Lot in the Real Estate shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of this Declaration, Declarant or Developer shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements thereon, if any, conform to the requirements of this Declaration. The cost therefore to Declarant shall be collected in a reasonable manner from Owner. Declarant or its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the Applicable Date, the Association shall succeed to and be vested with the rights of the Declarant and provided for in this Section 16.

**Section 22. Development and Sale Period.** Nothing contained in this Article shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Real Estate and sale of Lots. Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Real Estate at any time owned or leased by Declarant, as in the sole opinion of Declarant may be reasonably required, or convenient or incidental to, the development of the Real Estate and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

## ARTICLE VIII

### INSURANCE

**Section 1. Owners' Individual Policies.** Each Owner should carry, and shall be responsible for carrying, insurance for his own benefit insuring his personal liability, his Lot, his

**9910584**

Living Unit, and other personal property, and fixtures, furniture, furnishings, and other personal property, and fixtures and other property supplied or installed by him or a previous Owner or tenant.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants, and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.

**Section 2. Severability.** Invalidation of any one or more of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Notices.** Any notice required to be sent to any Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing.

**Section 4. Captions.** The Article and Section headings herein are intended for convenience of reference only and shall not be given an substantive effect.

**Section 5. Construction.** In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

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ARTICLE X  
AMENDMENT

Except as hereinafter provided, this Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the Owners.

The foregoing notwithstanding, none of the rights or duties of Declarant or Developer reserved or set out hereunder may be amended or changed without Declarant's prior written approval as the case may be so long as Declarant owns a Lot or Lots. The foregoing notwithstanding, this Declaration may also be amended by Declarant at any time prior to the Applicable Date, if it has an ownership interest in the property.

IN WITNESS WHEREOF, BARRINGTON ENTERPRISES, INC., has caused this document to be executed this 20<sup>th</sup> day of APRIL, 1999.

DECLARANT,  
BARRINGTON ENTERPRISES, INC.,

BY: [Signature]

STATE OF INDIANA  
COUNTY OF MADISON

SS:

Before me, a Notary Public in and for said County and State, personally appeared Scott B. Campbell and acknowledged the execution of the foregoing.

WITNESS my hand and Notary Seal this 20<sup>th</sup> day of April, 1999.

My Commission Expires:

May 26, 2000

[Signature]  
Notary Public

Dana Renee Michael  
Notary Public Residing in Madison County,  
Indiana

9910584

Beginning at a point on the East line of the Southeast quarter of Section 13, township 18 North, Range 6 East, said point being North 00 degrees and 00 minutes (assumed bearing) 763.0 feet from the Southeast corner of said Southeast quarter, and running thence South 90 degrees and 00 minutes West 580.0 feet, thence North 81 degrees and 00 minutes West 480.0 feet, thence South 59 degrees and 00 minutes West 281.82 feet, thence North 00 degrees, 16 minutes and 50 seconds West 83.75 feet, thence North 86 degrees, 43 minutes and 20 seconds West 696.0 feet, thence North 02 degrees, 13 minutes and 20 seconds West 272.0 feet, thence North 08 degrees, 46 minutes and 40 seconds East 322.5 feet, thence South 88 degrees and 33 minutes East 1,952.9 feet to said East line of the Southeast quarter, thence South 00 degrees and 00 minutes 594.57 feet to the point of beginning.

Being a part of the Southeast quarter of Section 13, Township 18 North, Range 6 East and containing 27.299 Acres, more or less. Subject to legal rights-of-way and easements of record.

EXHIBIT "A"

9910584

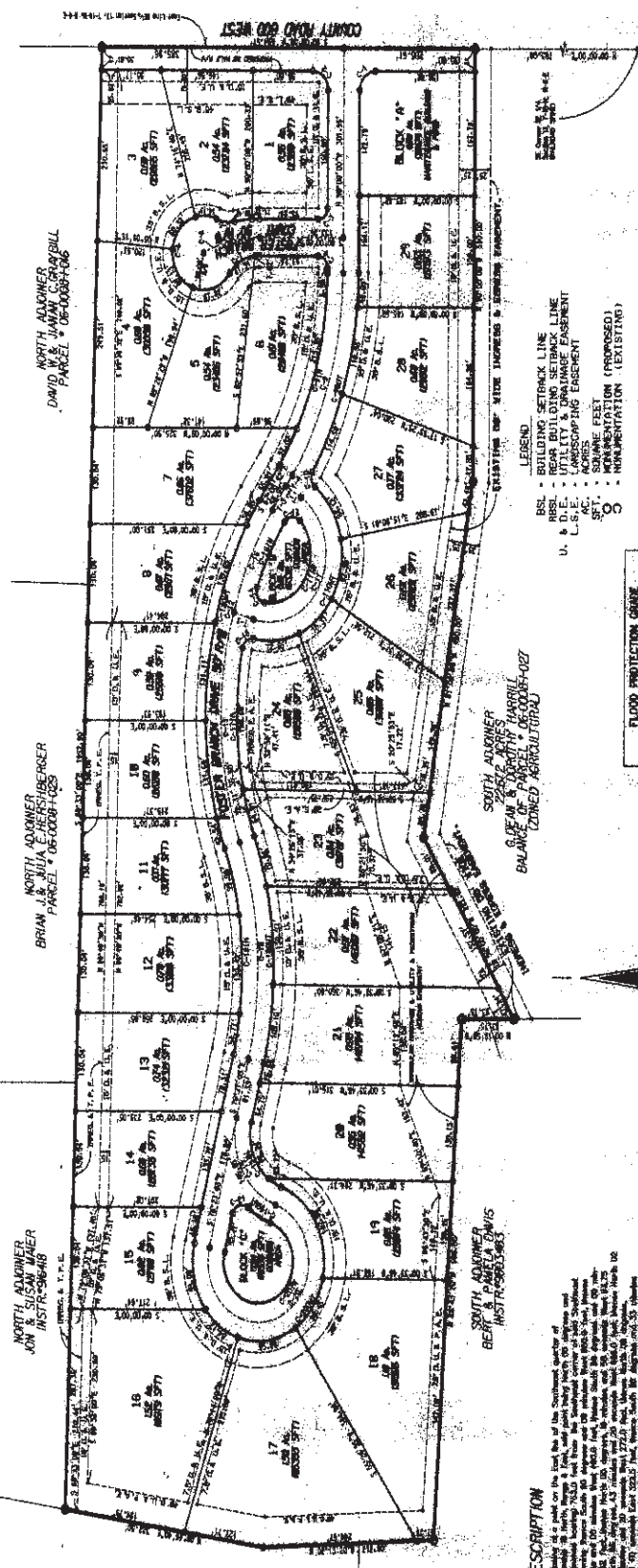
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CATHERINE SUITCH  
MADISON COUNTY RECORDER

# RECORD PLAT FOR FOSTER BRANCH WOODS

## PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 6 EAST, LOCATED IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA.



NORTH ADJOINER  
DAVID W. HANAY & SIBBELL  
PARCEL # 06-00054-06

NORTH ADJOINER  
BRIAN J. ADAMER  
PARCEL # 06-00054-05

NORTH ADJOINER  
JON & SUSAN WAIER  
INSTR# 9648

NORTH ADJOINER  
RONNE & CATHY ADAMER  
INSTR# 207-208

SOUTH ADJOINER  
BALANCE OF PARCEL # 06-00054-027  
(ZONED AGRICULTURAL)

SOUTH ADJOINER  
BERT & PAULA DAVIS  
INSTR# 9603-963

### LAND DESCRIPTION

This plat is a part of the Southeast Quarter of Section 13, Township 18 North, Range 6 East, Madison County, Indiana, and is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code, and the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code, and the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code. The land is being subdivided into 28 lots, each of which is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code. The land is being subdivided into 28 lots, each of which is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code. The land is being subdivided into 28 lots, each of which is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code.

### SUBJECT TO EASEMENTS FOR INGRESS & EGRESS

The easements for ingress and egress are shown on this plat and are subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code. The easements for ingress and egress are shown on this plat and are subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code. The easements for ingress and egress are shown on this plat and are subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 2, of the Indiana Code.

### FLOOD HAZARD STATEMENT

The land shown on this plat is not a flood hazard area as shown on the Flood Hazard Insurance Study for Madison County, Indiana, dated 1987. The land is not a flood hazard area as shown on the Flood Hazard Insurance Study for Madison County, Indiana, dated 1987. The land is not a flood hazard area as shown on the Flood Hazard Insurance Study for Madison County, Indiana, dated 1987.

- LEGEND
- BSL - BUILDING SETBACK LINE
  - RBBL - REAR BUILDING SETBACK LINE
  - U. & D.E. - UTILITY & DRAINAGE EASEMENT
  - L.S.E. - LANDSCAPING EASEMENT
  - S.F.T. - SQUARE FEET
  - M - MINUTEMAN (PROPOSED)
  - O - MINUTEMAN (EXISTING)

LOT NUMBER	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	720
2	10,000	720
3	10,000	720
4	10,000	720
5	10,000	720
6	10,000	720
7	10,000	720
8	10,000	720
9	10,000	720
10	10,000	720
11	10,000	720
12	10,000	720
13	10,000	720
14	10,000	720
15	10,000	720
16	10,000	720
17	10,000	720
18	10,000	720
19	10,000	720
20	10,000	720
21	10,000	720
22	10,000	720
23	10,000	720
24	10,000	720
25	10,000	720
26	10,000	720
27	10,000	720
28	10,000	720



SURVEYOR'S REPORT  
BY JOHN H. WATKINS, S.L.S., 0006 FOR SURVEYOR'S REPORT.

THIS CERTIFICATE CONSISTS OF AN INSTRUMENT NUMBERED 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

CERTIFIED  
THIS IS A COPY OF THE ORIGINAL SURVEY RECORD.  
Richard L. Adams  
Registered Land Surveyor # 31207 - Indiana

PREPARED FOR:  
RICHARD L. FIDLER, L.S.  
BARRINGTON ENTERPRISES INC.  
403 WEST 8TH STREET  
ANDERSON, INDIANA 46016

PREPARED BY:  
CDS  
CONSULTING L.L.C.  
1000 N. UNIVERSITY BLVD.  
ANDERSON, INDIANA 46016  
PHONE: 765-942-1111  
FAX: 765-942-1112

Book 24 Page 11 9910583

9910583 50.00  
Madison County Record # 1  
04/22/1998 03:12:00P 3 P55  
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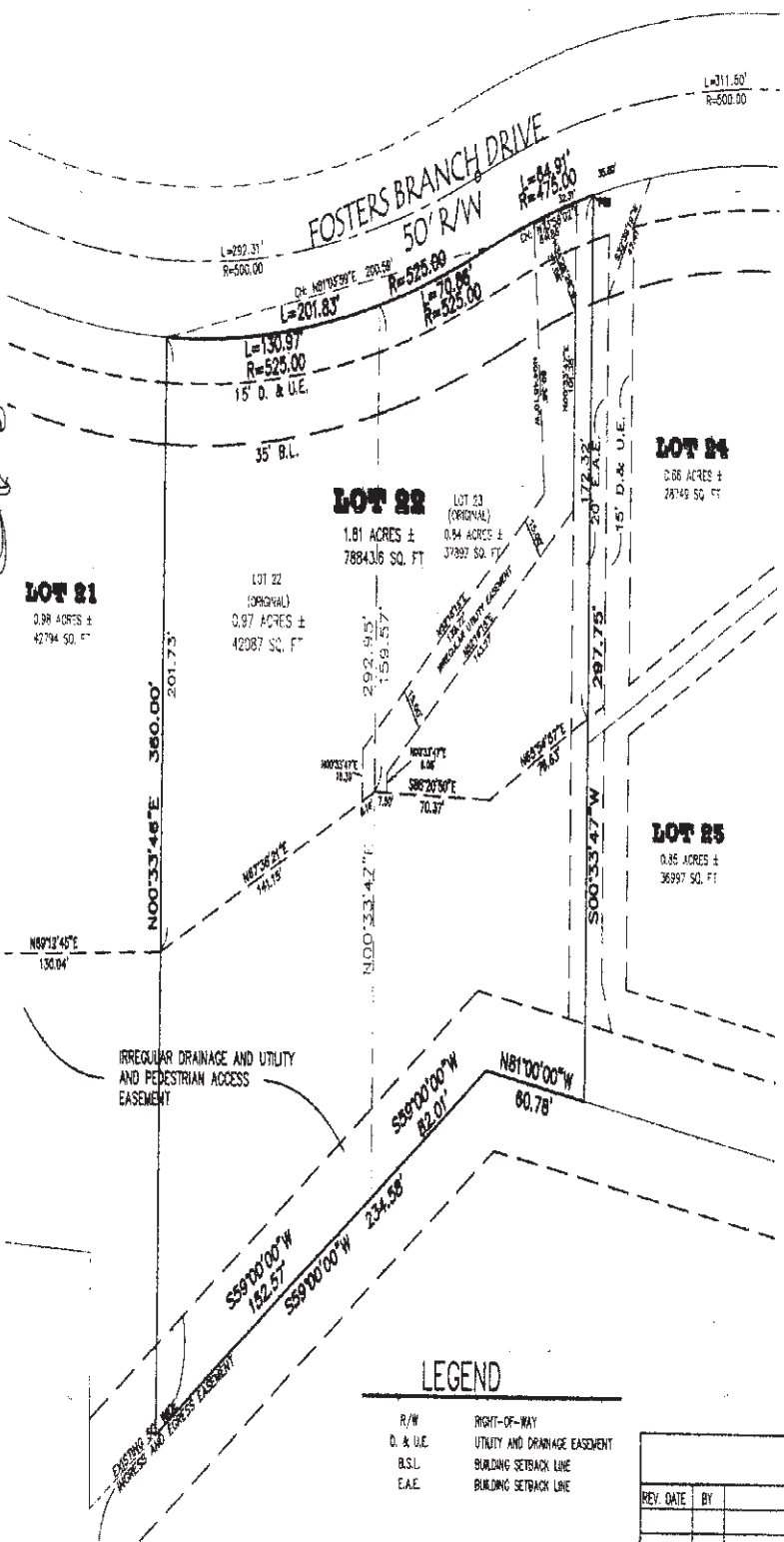
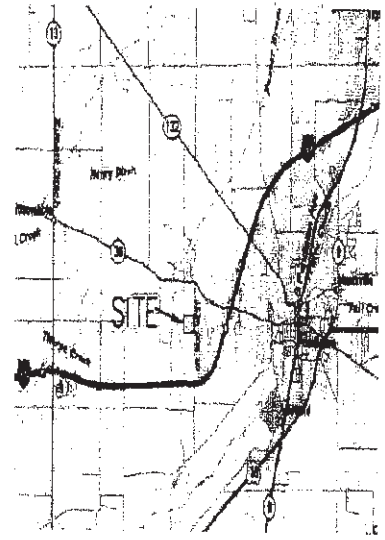
# A REPLAT OF LOTS 22 AND 23 IN FOSTER BRANCH WOODS

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH,  
RANGE 6 EAST, LOCATED IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA

## LAND DESCRIPTION

LOTS NUMBERED 22 AND 23 IN FOSTER BRANCH WOODS, A SUBDIVISION IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 24, PAGES 11 AND 12 AND AS INSTRUMENT NUMBER 9910583 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH-EAST CORNER OF THE LOT NUMBER 23 IN FOSTER BRANCH WOODS, A SUBDIVISION IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 24, PAGES 11 AND 12 AND AS INSTRUMENT NUMBER 9910583 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, INDIANA; THENCE ON THE EAST LINE OF SAID LOT 23 SOUTH 00 DEGREES 33 MINUTES 47 SECONDS WEST 297.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE ON THE SOUTH LINE OF SAID LOT 23 NORTH 81 DEGREES 00 MINUTES 00 SECONDS WEST 60.78 FEET; THENCE CONTINUING ON SAID SOUTH LINE AND ON THE SOUTH LINE OF LOT 22 IN SAID FOSTER BRANCH WOODS SOUTH 59 DEGREES 00 MINUTES 00 SECONDS WEST 234.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE ON THE WEST LINE OF SAID LOT 22 NORTH 00 DEGREES 33 MINUTES 46 SECONDS EAST 350.00 FEET TO A NON-TANGENT CURVE WITH A RADIUS OF 525.00 FEET AND TO THE NORTHWEST CORNER OF SAID LOT 22; THENCE ON THE NORTH LINE OF SAID LOT 22 AND 23 AND ON THE ARC OF SAID CURVE A LENGTH OF 201.23 FEET SAID CURVE HAVE A CHORD BEARING NORTH 81 DEGREES 03 MINUTES 59 SECONDS EAST 200.59 FEET TO A REVERSE CURVE WITH A RADIUS OF 475.00; THENCE ON ARC OF SAID CURVE 84.91 FEET SAID CURVE HAVING A CHORD BEARING NORTH 73 DEGREES 58 MINUTES 02 SECONDS EAST 64.86 FEET TO THE POINT OF BEGINNING, CONTAINING 1.81 ACRES, MORE OR LESS.



**NOTES:**  
THE WITHIN PLAT AND SURVEY IS A REPLAT OF LOTS NUMBERED 22 AND 23 IN FOSTER BRANCH WOODS SUBDIVISION AS RECORD AS INSTRUMENT No. 9910583. THE NORTH, SOUTH, AND WEST LINES OF LOT 22 AND THE NORTH, SOUTH, AND EAST LINES OF LOT 23 HAVE NOT CHANGED. THE ORIGINAL LOT LINE DIVIDING LOTS 22 AND 23 IS REMOVED. THE ORIGINAL IRREGULAR, DRAINAGE, UTILITY AND PEDESTRIAN ACCESS EASEMENT ON THE SOUTH SIDE BETWEEN LOTS 22 AND 23 HAS NOT BEEN CHANGED FROM THE RECORD PLAT INSTRUMENT No. 9910583 PLAT BOOK 24, PAGES 11 AND 12.

**FLOOD ZONE DEFINITION**  
FLOOD HAZARD STATEMENT:  
THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE ABOVE REAL ESTATE IS SITUATED IN ZONE "C" AS SAID LAND PLOTS BY SCALE ON COMMUNITY PANEL #1804420007B OF THE FLOOD INSURANCE RATE MAPS FOR MADISON COUNTY DATED FEBRUARY 1, 1994.

**ZONE C**  
EXPLANATION  
AREAS OF MINIMAL FLOODING X AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

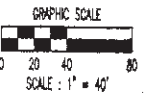
Lisa Hobbs  
Madison County Recorder  
IN 2887082203 PLAT  
01/31/2007 09:10:38 2 PGS  
Filing Fee: \$26.00



*K. Nathan Pittman* NOV 22 2006  
R.L.S. 2040007 DATE

**LEGEND**

R/W	RIGHT-OF-WAY
D. & U.E.	UTILITY AND DRAINAGE EASEMENT
B.S.L.	BUILDING SETBACK LINE
E.A.E.	BUILDING SETBACK LINE



REV. DATE	BY	DESCRIPTION

**MILLER SURVEYING INC.**  
948 CONNER STREET  
NORLESVILLE INDIANA 46060  
PH. # (317) 773-2644 FAX 773-2694

LOCATION: PART OF THE SOUTHEAST QUARTER OF SECTION 13, T8N, R6E, LOCATED IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA

FIELD WORK COMPLETED: DATE: 11/22/06 PAGE: 151  
CLIENT: SCOTT CAMPBELL JOB NUMBER: SURVEY # FILE:  
DESCRIPTION: REPLAT B31327 38 FOSTER

DRAWN BY: MAJ CHK'D BY: KNA  
SCALE: 1" = 40' FIELD BOOK: 534

# A REPLAT OF LOTS 22 AND 23 IN FOSTER BRANCH WOODS

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH,  
RANGE 6 EAST, LOCATED IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA

**PROTECTIVE COVENANTS:**

1. THE UNDERSIGNED, CATHY GONS, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I HAVE LAD OUT, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.
1. THIS SUBDIVISION SHOWN SHALL BE KNOWN AS REPLAT OF LOTS 22 AND 23 IN FOSTER BRANCH WOODS. A SUBDIVISION IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA, ALL STREETS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO PUBLIC USE.
2. FRONT, SIDE AND REAR YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET, THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE.
3. IN THE EVENT STORM WATER DRAINAGE FROM ANY LOT OR STREET RIGHT-OF-WAY FLOWS ACROSS ANOTHER LOT, PROVISIONS SHALL BE MADE OR MAINTAINED ON SAID LOT BY THE DEVELOPER OR LOT OWNER TO PERMIT SUCH DRAINAGE TO CONTINUE, WITHOUT RESTRICTION, OBSTRUCTION OR REDUCTION, ACROSS THE DOWNSTREAM LOT AND INTO THE NATURAL DRAINAGE CHANNEL, CHANNEL OR COURSE, EVEN THOUGH NO SPECIFIC DRAINAGE EASEMENT FOR SUCH FLOW OF WATER IS PROVIDED FOR ON SAID LOT.
4. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN THREE (3) AND TWELVE (12) FEET ABOVE THE ROADWAYS 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 THEM AT POINTS TWENTY (20) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES. NO SCREEN PLANTING OVER THIRTY-SIX (36) INCHES HIGH AND NO FENCE SHALL BE PERMITTED BETWEEN THE STREET AND THE BUILDING SETBACK LINE OF A LOT.
5. THE FOREGOING COVENANT (OR RESTRICTIONS) ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS'S CLAIM UNDER THEM UNTIL, JULY 1, 2028, AT WHICH TIME SAID COVENANTS (OR RESTRICTIONS) SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS CHANGED BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS, OR RESTRICTIONS, IN WHOLE OR IN PART. INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS, OR RESTRICTIONS, BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
6. THE RIGHT TO ENFORCE THESE PROMISSONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, OF ANY STRUCTURES OR PART THEREOF ERRECTED OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIR AND ASSIGNS.

**CERTIFICATE OF OWNERSHIP:**

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MADISON )

I, CATHY GONS, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AS LOTS 22 AND 23 IN FOSTER BRANCH WOODS AND THAT AS SUCH OWNER I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE HEREIN DRAWN REPLAT, AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

Cathy Gons  
CATHY GONS

I, JANISSE WILSON, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT CATHY GONS, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE SIGNED THE ABOVE CERTIFICATE AS HER OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 22ND DAY OF NOVEMBER 2006

Janisse Wilson  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 8-26-09



**APPROVAL AND ACCEPTANCE OF REGISTRATION BY MADISON COUNTY PLANNING:**

Michael Herschman  
MICHAEL HERSHMAN, DIRECTOR  
DATE APPROVED AND ACCEPTED: DECEMBER 14 2006

**TAXATION AND RECORDING ACCEPTANCE:**

DULY ENTERED FOR TAXATION THIS 31st DAY OF JANUARY 2006

Kathy Steops-Wright  
KATHY STEOPS-WRIGHT  
AUDITOR OF MADISON COUNTY, INDIANA

RECORDED THIS 31st DAY OF JANUARY 2006 AT

9:10 O'CLOCK A.M. IN PLAT BOOK NO.        PAGE       

INSTRUMENT NUMBER 200702220

Gene Hobbs  
RECORDER OF MADISON COUNTY, INDIANA

**APPROVAL AND ACCEPTANCE BY MADISON COUNTY SURVEYOR:**

Brad Newman  
SURVEYOR  
DATE APPROVED AND ACCEPTED: DECEMBER 20th 2006

**CERTIFICATE OF SURVEY**

THIS SUBDIVISION CONSISTS OF 1 LOTS NUMBERED 22  
THE SIZE OF THE LOT AND WIDTH OF STREET ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I, K. NATHAN ALTHOUSE, THE UNDERSIGNED CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF THE SURVEY REVEALED BY THE CROSS-REFERENCE SURVEY AND ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION.

WITNESS MY SIGNATURE THIS 22ND DAY OF NOVEMBER, 2006.

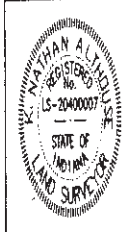
CERTIFIED THIS 22ND DAY OF NOVEMBER 2006  
MILLER SURVEYING, INC.

K. Nathan Althouse  
K. NATHAN ALTHOUSE, PLS.  
PROFESSIONAL LAND SURVEYOR No. 1  
STATE OF INDIANA

Lisa Hobbs  
Madison County Recorder, IA  
IN 2887802820 PLAT  
81/31/2897 89:18:38 2 PGS  
Filing Fee: \$26.00

that I have taken reasonable care to locate each Social Security number in this document, unless required by law.

Rya Miller



REVISIONS		MILLER SURVEYING INC.	
REV. DATE	BY	DESCRIPTION	

LOCATION: PART OF THE SOUTHEAST QUARTER OF SECTION 13, T18N, R6E, LOCATED IN GREEN TOWNSHIP, MADISON COUNTY, INDIANA	DRAWN BY: MAJ	CHK'D BY: KHA
SCALE: 1" = 40'	FIELD BOOK: XXX	DATE: 11/22/06
PAGE: XXX	JOB NUMBER	SURVEY # FILE:
CLIENT: SCOTT CAMPBELL	DESCRIPTION: REPLAT	B31327
		36 FOSTER