

Floyd County Recorder

Linda L. Berger

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**REVISED RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR WOODBRIDGE FARM RESIDENTIAL SUBDIVISION**

Corydon Ridge Partners, L.L.C. as developer of Woodbridge Farm hereby invokes its right under Section 21 of the Restrictions and Protective Covenants of Woodbridge Farm Residential Subdivision, Plat # 1285, to alter and amend said Restrictions. This document shall replace, in its entirety, the previously recorded original document of record in the office of the Recorder of Floyd County, Indiana, Instrument # 200508667. Changes to the original document are highlighted by ***Bold Italic Print***.

Corydon Ridge Partners, LLC, an Indiana Limited Liability Company, being the sole owner of all lots in Woodbridge Farm, as the same that appears of record in the office of the Recorder of Floyd County, Indiana, Instrument # 200508666, does hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat of the subdivision, for the mutual benefit of all persons, firms, and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within the subdivision.

References to "Developer" in this document shall include any person, firm, corporation or association to whom the developer may assign the right of approval. Developer may assign this right prior to turning over full authority to the Home Owner's Association. References to "structure" shall include any building (including a garage), fence or wall.

1. **Primary Use Restrictions.**

No lot shall be used for any other purpose than as private single-family residence. No structure shall be erected, placed or altered or permitted to remain on any lot except one (1) single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one half (2 1/2) stories in height, and containing a private garage attached for the sole use of the owner and occupants of the lot. A second, non-dwelling structure may be permitted in accordance with paragraph 3.

2. **Minimum Building Standards and Requirements.**

- a. No structure including fences may be erected, placed, altered on any lot until architectural construction plans, building specifications, and a plan showing (a) the location of improvements on the lot; (b) the grade elevation (including rear, front, and side elevations); (c) the type of exterior material (including delivery of a sample thereof, if requested); (d) the location and size of the driveway, which shall be concrete or some other approved surface are submitted to Developer for review and written approval.
- b. ***The owner shall plant and maintain a tree within 25 feet of the right of way. The tree must be planted within 6 months of completing final grade at the front of the lot or the next planting season, whichever comes first. The owner is***

*responsible for replacing the tree if it happens to die. The tree must be selected from the following approved species list:*

<i>Common Name</i>	<i>Scientific Name</i>
<i>Willow Oak</i>	<i>Quercus phellos</i>
<i>Pin Oak</i>	<i>Quercus palustris</i>
<i>Sugar Maple</i>	<i>Acer saccharum</i>
<i>Red Maple</i>	<i>Acer rubrum</i>

*Note: All trees must be a minimum of 2" caliper at the time of planting. Alternative species may be used, but must be approved in writing by Developer.*

- c. Propane tanks or similar shall be buried or screened by landscaping and located in the rear of the lot.
- d. Prior to the start of construction of any dwelling, the contractor will install the rock base for the driveway so that it can be used during the construction of the dwelling.
- e. The builder shall construct a four (4) foot wide concrete sidewalk, four (4) inches thick. Said sidewalk is to be placed three and a half (3.5) feet behind the curb and must extend from side property line to side property line. It shall be constructed with 3500-psi fiber-reinforced concrete over a four (4) inch dense grade aggregate base and a compacted subgrade. Tooled crack control joints shall be provided every four (4) lineal feet and be ¼" wide by 1 ¼ " deep. Full depth, caulked expansion joints shall be ½" wide and provided every twenty-four (24) lineal feet. Sidewalks shall be constructed with a cross-slope between two (2) and four (4) percent and a longitudinal slope less than eight (8) percent. A medium broom finish shall be provided perpendicular to the direction of traffic. Lots 7, 24, 29, and 30 shall be required to provide a four (4) foot wide connection to the street, radial to the curb at the road intersection. When tying this connection into the main sidewalk, a four (4) foot radius should be used.
- f. The ground floor area of a one (1) story house shall be a minimum of 2,000 square feet, exclusive of the garage, open porches, or basements. The total floor area of one (1) and one half (1/2) story and two (2) story houses shall be a minimum of 2,300 square feet, exclusive of the garage, open porches, or basements.
- g. The exterior building material of all structures shall extend to a maximum of six (6) inches above ground level and shall be brick, stone, brick veneer or stone veneer or a combination of the same. One story homes shall be a minimum 75% brick exterior finish, and the homes exceeding one story shall be a minimum 60% brick exterior finish. However, Developer recognizes that the appearance of other

- exterior building materials, such as stucco may be attractive and innovative, and reserves the right to approve, in writing, the use of other materials.
- h. The roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches horizontal for any structure except for covered porches.
  - i. Developer must approve the general contractor selected by the lot owner. Developer makes this requirement to maintain high quality and consistency of home construction within the subdivision.
  - j. All lots shall have at least a two-car garage attached to the structure. The entrance to the garage must face the side or rear of the lot. Garages may be attached by a covered walkway subject to approval by Developer.
  - k. Each lot owner shall concrete the driveway to conform to paragraph 2(a) within three (3) months after completion of a single-family dwelling.
  - l. ***Each lot owner shall dispose of its sanitary sewer waste via either on-site septic system/laterals or public sanitary sewer force main. If on-site septic is chosen, the owner must obtain a permit from the Floyd County Health Department for the construction of a primary disposal system. Floyd County requires that the owner also dedicate a set-aside area for a second on-site system on the lot. This area may not be built on or altered except in the event of primary system failure. The lot owner may choose to use the public sanitary sewer force main as a back up in lieu of dedicating space on the lot for a second septic system by agreeing in writing to such. If this option is chosen, said agreement must be filed with the Floyd County Health Department and shall bind the current and all subsequent owners to it. In this case the Floyd County Health Department will not issue a second on-site septic permit if the primary system fails. Connection to the public system will be mandatory and at the lot owner's sole expense. Use of the public sanitary sewer force main requires each lot to have a privately owned and maintained pump that conveys sewage to a public line in easements or right of way within the subdivision. All lines within the easements and right of way are considered public, and owned and maintained by the Town of Georgetown. Some extension of the public lines may be necessary to serve certain lots and shall be built according to the Low Pressure Sanitary Sewer Force Main plans for Woodbridge Farm Subdivision on file with the Town of Georgetown Engineer. All costs associated with any extension or connection to the public sanitary sewer force main shall be at the sole expense of the lot owner. It shall be the responsibility of the buyer of any existing house within the subdivision to determine what type of disposal system is in place and what the backup system is. Lot owners who have a previously dedicated set-aside area may also have it released by agreeing to the above terms.***

### 3. Outbuildings and Swimming Pools

- a. A detached garage or out-building may be erected in the rear of the lot subject to the following provisions:
  - i. The building shall be one story with a maximum ground floor area of 725 square feet. The roof pitch shall not be less than six (6) inches vertical for every twelve (12) inches horizontal.
  - ii. The exterior building material and roof covering will be the same color and type as the primary structure so that the two structures compliment each other. Landscaping shall be provided, and maintained, around the perimeter of the structure.
  - iii. The building shall be constructed within the rear building limits of the lot and shall not interfere with primary or backup sanitary sewer lateral fields.
  - iv. The building will be subject to local building codes and similar ordinances if constructed separately from the primary structure.
- b. No carports shall be constructed on any lot.
- c. Any swimming pool must be a true in-ground pool, and approved in writing by Developer. No above ground swimming pools shall be erected or placed on any lot from the date hereof unless its design and placement are approved in writing by Developer which approval shall be within the sole and absolute discretion of Developer and may be arbitrarily and unreasonably withheld.

### 4. Setbacks.

A setback is a distance from the curb, property line or structure within which building is prohibited. Setbacks are normally provided for by ordinances, building codes, or restrictions as shown on the recorded plat.

- a. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision.
- b. The front of any dwelling structure constructed on any lot shall be no further than ten (10) feet behind the minimum building setback line shown on the recorded plat.
- c. For purposes of these restrictions and protective covenants, all adjoining lots or portions thereof used as a site for the construction of a single dwelling structure

shall be considered one (1) lot, so that these restrictions and covenants relative to side lot lines shall mean the side lines of anyone or more lots or portion of any lot or lots used as a single dwelling building site.

- d. For purposes of these covenants, caves, steps, and open porches shall not be considered as a part of the building, provided, however, that this exception shall not be construed to permit any portion of a dwelling structure or any other building to encroach upon another lot. In no event shall any dwelling structure or any other building be erected in violation of side yard requirements of any applicable zoning ordinance in effect at the time of construction.
- e. The minimum distance between two structures on adjacent lots shall be 18 feet, even if side yard setbacks allow.

#### 5. Nuisance.

- a. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- b. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.
- c. No outbuilding, trailer, mobile-home, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall be used as a residence, temporarily or permanently.
- d. No trailer, semi-truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot any time unless housed in a garage or basement. No automobile, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street.
- e. No trailer, boat, truck, or other vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) continuous hours in any one calendar year. No automobile shall be continuously or habitually parked on any street or public right-of-way. For purposes of this paragraph, habitually or continuously parked on any street or public right-of-way, shall mean any period in excess of twenty-four (24) hours. It is the intent of Developer that residents of the subdivision park their automobiles in their driveways and/or garages.

#### 6. Animals.

No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets native to this geographic area may be kept provided they are not kept, bred, or maintained for any commercial or

breeding purposes. All household pets, including dogs and cats shall be confined to the lot occupied by the owner.

#### 7. Site Stabilization and Erosion Control.

- a. After the construction of a residence, the lot owner shall grade and seed or sod that portion of the lot between the front and street-side walls of the residence and the pavement of any abutting streets.
- b. *Developer received a National Pollutant Discharge Elimination System (NPDES) permit from the Indiana Department of Environmental Management (IDEM) to construct Woodbridge Farm. The permit dictates that certain Erosion Prevention and Sediment Control standards be implemented as part of all construction activity. Individual lot owners also have responsibilities under this rule. During construction of a residence, the owner of the lot shall adhere to the erosion control requirements outlined in 327 IAC 15-5-1, commonly referred to as IDEM Rule 5.*
- c. Upon the lot owner's failure to comply with the provisions of paragraphs 7a or 7b, Developer, or any person or association to whom it may assign the right, may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, including but not limited to attorney fees.

#### 8. Mail and Paper Boxes.

All mailboxes and posts are to be the same style and material as determined by Developer. Developer shall provide a list of suppliers where lot owners may purchase the mailboxes.

#### 9. Underground Utility Service and Easements

- a. All utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision.
- b. All utility service lines serving individual structures shall also be located underground.
- c. Easements for installation and maintenance of utilities and drainage facilities, common space, and detention areas are reserved as shown on the recorded plat.

Within these easements, no structures, plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements.

- d. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Lot owners shall grant perpetual egress and ingress rights to maintain, install, or as otherwise required for access to utility or easement area.
- e. All common space lots and detention basin areas are to be maintained by the Homeowner's Association (defined below). This includes but is not limited to mowing and up keep of landscaping, removal of trash and debris, etc.
- f. Every owner shall have the right and easement of enjoyment in and to the park pedestrian walking easements. The Floyd County Parks and Recreation Board shall maintain these easements.

#### 10. Clotheslines, Fences and Walls.

- a. No outside clotheslines shall be erected or placed on any lot.
- b. Developer encourages the use of landscaping for screening.
- c. No fence or wall, as may be approved by Developer, of any nature may be extended toward the front property line beyond the back wall of the residence.
- d. Fences are to be wrought iron or have the appearance of wrought iron. Any fence to be constructed shall be a maximum of five (5) feet in height. Developer must approve the location and material of any fence.
- e. In the event that an in-ground swimming pool is installed on any lot in the subdivision, fencing in compliance with the Indiana Administrative Code shall be wrought iron or wrought iron looking, and any privacy fence shall be landscaping to screen such swimming pool from sight.

#### 11. Duty to Maintain Lot.

From and after the date of construction of a single family dwelling on a lot is started, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Shall any owner fail to do so, then Developer or any person, firm, corporation or association to whom it may assign the right may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive and the owner shall,

immediately upon demand, reimburse Developer or other performing party for all expenses incurring in so doing.

#### 12. Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy, and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph #1, a new house may be used by the builder thereof as a model home for display or the builders own office, provided said use terminates within eighteen (18) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm corporation or association to whom it may assign the right.

#### 13. Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet, provided however, Developer (i) shall have the right to erect larger signs when advertising the subdivision (ii) to place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, to place signs on such lot indicating the name of purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

#### 14. Drainage.

Drainage of each lot shall conform to the general drainage plans of developer for the subdivision. Every lot shall be graded such that the rear yard drainage is directed toward outlet provided at the rear property line. Exceptions are lots 4, 5, 15, 16, 20 and 21, which may sheet drain to adjoining properties.

#### 15. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash or garbage or other waste shall only be kept in sanitary containers.

#### 16. Restrictions Run with Land.

Unless altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots revise these restrictions and covenants in whole or in part. Failure of any owner to demand or insist upon

observance of any of these restrictions or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**17. Homeowner's Association.**

**a. Membership and voting rights.**

- i. Every owner of a buildable lot is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any lot that is subject to assessment.
- ii. The association shall have one class of voting membership: When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But if any member holding any interest in such lot questions such vote, or if any such members are not in agreement, the vote of such lot that is questioned shall not be counted.

**b. Creation of the lien and personal obligation of the assessments.**

- i. The owner of any lot within the subdivision by acceptance of a deed to any such lot, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association an annual assessment per lot beginning with the initial conveyance of the lot from Developer, and due the following January 1st, and thereafter due in a like manner on the following 1st day of January. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with interest, costs, and reasonable attorney's fees shall also be a personal obligation of the person who was owner of such property at the time the assessments are due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the deed to such lot.
- ii. The purpose of the assessment levied by the Association shall be exclusively to promote the recreation, health, safety, and welfare of the residents of the subdivision and for the improvement and maintenance of the common areas.
- iii. The Homeowners Association, by vote of the majority of the members of said Association, may increase or decrease the annual assessment.
- iv. Effect of nonpayment of assessments: remedies of Association: any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of fifteen (15%) percent per annum. The

Association may bring action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of such lot.

- v. Subordination of the liens and mortgages. The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.
- vi. Exempt property. All properties dedicated to and accepted by a local public authority, the common areas, and all properties owned by Developer shall be exempt from the assessment created herein. No land or improvements devoted to dwelling use shall be exempt from said assessments.
- vii. Developer shall call the first meeting of the Homeowners Association by giving thirty (30) days written notice to all members.
- viii. Notice and quorum for any action. Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) days or more than sixty (60) day in advance of the meeting. At the first meeting called, the presence of the members or of proxies entitled to cast sixty (60) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. And a required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A majority vote of the quorum shall be required to take any action.
- ix. Transfer of Authority: Enforcement of these covenants and restrictions shall transfer from Developer to the HOA once 22 of the lots have been sold. The Home Owner's Association shall be incorporated.
- c. The right of the Association to dictate or transfer any or all parts of the common areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument of agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

### 18. Enforcement.

Enforcement of these restrictions, excepting paragraph 16, shall be by proceeding law or in equity, brought by an owner of real property in the subdivision or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

### 19. Invalidation.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

### 20. Obligation to Construct or Reconvey.

Each lot owner shall within two (2) years after the date of original conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling approved according to paragraph 2, upon each lot conveyed. Should said construction not commence within the specified period of time, Developer may elect to repurchase any and all lots on which construction has not commenced for ninety (90) percent of the agreed purchase price of said lot or lot hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by warranty deed. Failure of Developer to elect to repurchase any lot on which construction has not commenced under these terms of this provision shall not be deemed a waiver of Developer's right to elect to repurchase in the future any or all of such lots on which construction has not commenced.

### 21. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants.

Developer, its successors and assigns, reserves the right to alter or amend these restrictions and protective covenants during the development period of the subdivision. For purposes of this section, the development period shall be from the date that these restrictions and protective covenants are executed by Developer to the date of the sale of the last remaining lot in the subdivision to any person, firm, or corporation other than Developer.

### 22. Reservation by Developer to Expand Subdivision.

Developer reserves the right to add additional sections to the subdivision, and such additional sections, shall, in the sole discretion of Developer, be entitled, upon payment of their pro rata share be entitled to use of the common areas and/or recreational facilities, and membership to the Homeowner's Association.

### 23. Acknowledgement of Nearby Agricultural Operations.

By acceptance of a deed or other transfer instrument each lot owner is advised that this subdivision is in an agricultural/residential zone which permits certain agriculture uses.

and operations. Agricultural operations and uses may produce livestock, crops, noise, odors, and odd work hours. Each lot owner, by acceptance of a deed or other transfer instrument, hereby waives his/her right to any cause of action or complaint involving the neighboring farm operations that were present at the time of the development of Woodbridge Farm.

#### 24. Legal Description.

The area of the initial development of Woodbridge Farm includes Tracts "A" and "B", which are described below.

David J. Ruckman Co.  
Surveyors, Planners, Consultants  
4259 Stone Mountain Road  
New Albany, Indiana 47150  
(812) 949-8354 (812) 941-9432 fax

#### Tract "A" - 24.28 acres

Being a 24.28 acre parcel of land lying in the southeast quarter of Section 2, Township 3 South, Range 5 East, Georgetown Township, Floyd County, Indiana. Same being part of those same lands as conveyed to Russell F. and Peggy A. Brooner as described in Deed Record 200319898, same being bounded as follows: commencing at a ½ inch iron pin found at the northwest corner of the southeast quarter of said Section 2; thence along the quarter section line and Corydon Ridge Road, South 88°25'31" East a distance of 813.24 feet to an existing ½ inch iron pin at the northwest corner of the Brooner tract; thence continuing along said quarter section line and road, South 88°25'31" East a distance of 656.18 feet to a road nail, being the true place of beginning; thence continuing along the quarter section line and said road, South 88°25'31" East a distance of 260.01 feet to a road nail at the northeast corner of the Brooner tract; thence leaving said road, South 01°06'49" West, along the east line of the Brooner tract and a fence line, passing a 5/8 inch steel pin and cap at 30.00 feet, for a total distance of 2192.47 feet to a 5/8 inch steel pin and cap at the southeast corner of the Brooner tract; thence along the south line of the Brooner tract, South 80°59'09" West a distance of 735.07 feet to an existing stone at the southwest corner of the Brooner tract; thence along the west line of the grantor and a fence line, North 02°05'11" East a distance of 1453.27 feet to a 5/8 inch steel pin and cap; thence South 87°45'23" East, through the lands of the grantor, a distance of 639.07 feet to a 5/8 inch steel pin and cap; thence North 01°06'49" East, parallel to and 60 foot west of the east line of Brooner, a distance of 594.07 feet to a 5/8 inch steel pin and cap; thence North 26°42'30" West a distance of 227.11 feet to a 5/8 inch steel pin and cap; thence North 01°06'49" East a distance of 57.67 feet to a 5/8 inch steel pin and cap; thence North 88°25'31" West a distance of 94.00 feet to a 5/8 inch steel pin and cap; thence North 01°06'49" East a distance of 30.00 feet to the place of beginning. Subject to any and all easements of record and the legal right of way of Old Corydon Road. Also the right to use a 30 foot by 100 foot strip immediately west of the above tract along Old

Corydon Road. Same being all as shown on a map of a survey by David J. Ruckman, L.S., dated July 9<sup>th</sup>, 2004.

Tract "B" - 6.71 acres

Being a 6.71 acre parcel of land lying in the southeast quarter of Section 2, Township 3 South, Range 5 East, Georgetown Township, Floyd County, Indiana. Same being part of those same lands as conveyed to Russell F. and Peggy A. Brooner as described in Deed Record 200319898, same being bounded as follows: commencing at a ½ inch iron pin found at the northwest corner of the southeast quarter of said section 2; thence along the quarter section line and Corydon Ridge Road, South 88°25'31" East a distance of 813.24 feet to an existing ½ inch iron pin at the northwest corner of the Brooner tract; thence leaving said quarter section line and road, along Brooner's west line and a fence line, South 02°18'15" West a distance of 543.21 feet to a 5/8 inch steel pin and cap, being the true place of beginning; thence along a new line, South 87°54'49" East a distance of 837.57 feet to a 5/8 inch steel pin and cap; thence North 01°06'49" East a distance of 319.53 feet to a 5/8 inch steel pin and cap; thence South 26°42'30" East a distance of 64.28 feet to a 5/8 inch steel pin and cap; thence South 01°06'49" West a distance of 594.07 feet to a 5/8 inch steel pin and cap; thence North 87°45'23" West a distance of 639.07 feet to a 5/8 inch steel pin and cap; thence along a fence line, North 80°52'00" West a distance of 237.05 feet to an existing boundary marker; thence along a fence line, North 02°18'15" West a distance of 300.00 feet to the place of beginning. Subject to any and all easements of record.

END

In Witness Whereof: Corydon Ridge Partners, L.L.C, Owner and Developer herein, has caused this instrument to be executed by its duly authorized officer, this 11<sup>th</sup> day of

April, 2008.

Corydon Ridge Partners, LLC.

By: A Bryce Fuller, member  
A. Bryce Fuller, Member

STATE OF INDIANA  
COUNTY OF FLOYD

BEFORE ME, a Notary Public in and for said State and County, personally appeared A. Bryce Fuller, the authorized officer of Corydon Ridge Partners, LLC, being the duly authorized officer of Corydon Ridge Partners, L.L.C, and acknowledged the foregoing as his/her voluntary act and deed for the purposes stated therein.

Dated this 11 day of APRIL, 2008.

Melinda G Milburn  
NOTARY PUBLIC

Melinda G Milburn  
PRINTED NAME



MY COMMISSION EXPIRES: 12-13-14

Resident of Clark County, IN

PREPARED WITH THE ASSISTANCE  
AND SUPERVISION OF:

YOUNG, LIND, ENDRES & KRAFT  
Attorneys at Law  
126 West Spring Street  
New Albany, IN 47150

BY:

A. Bryce Fuller, Member &  
Christopher D. Coleman, Member

I AFFIRM, UNDER THE PENALTIES FOR PERJURY,  
THAT I HAVE TAKEN REASONABLE CARE TO REDACT  
EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT,  
UNLESS REQUIRED BY LAW.  
NAME A Bryce Fuller, member