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1 inch = 60 ft.

Ph. (317) 881-3898 \* Fax (317) 881-4099

### FEATHERSTONE - SECTION ONE

D-258C

#### PLEASANT TOWNSHIP GREENWOOD, JOHNSON COUNTY, INDIANA

I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREIN AND THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

### LEGAL DESCRIPTION FEATHERSTONE - SECTION ONE

A part of the Southeast Quarter of Section 6, Township 13 North, Range 4 East of the Second Principal Meridian, Pleasant Township, Johnson County, Indiana, being more particularly described as follows;

BEGINNING at the Northeast corner of said Southeast Quarter, also being the Southeast corner of Ashton Place (Plat Book "C", Page 754, in the Office of the Johnson County Recorder); thence South 88 degrees 44 minutes 35 seconds West along the North line of the East Half of said Southeast Quarter and along the South line of said Ashton Place, also being the South line of Ashton Parke Village (Plat Book "C", Page 738 "A", in the Office of the Johnson County Recorder) and Ashton Parke (Plat Book "C", Page 730 "A & B", in the Office of the Johnson County Recorder) 1340.09 feet to the Northwest corner of the East Half of said Southeast Quarter, said point also being the Southwest corner of said Ashton Parke and the Southeast corner of Brandywine Four - Section Three (Plat Book "C", Page 395 "A & B", in the Office of the Johnson County Recorder); thence South 88 degrees 46 minutes 10 seconds West along the North line of the West Half of said Southeast Quarter and along the South line of said Brandywine Four — Section Three and along the South line of Brandywine Four — Section Four (Plat Book "C", Page 524 "A & B", in the Office of the Johnson County Recorder) 813.26 feet to a point being 526.33 feet East of the Northwest corner of said Southeast Quarter, said point also being the approximate center of a 14" Texas Eastern Petroleum Pipeline; the next two (2) courses follow last said pipeline; (1) South 55 degrees 51 minutes 12 seconds East 915.97 feet; (2) South 42 degrees 28 minutes 37 seconds East 68.17 feet; thence South 88 degrees 43 minutes 38 seconds East 13.26 feet; thence South 01 degrees 16 minutes 22 seconds East 70.00 feet to a Point of Non-Tangency of a curve concave to the South and having a central angle of 17 degrees 28 minutes 08 seconds, the radius point of said curve bears South 01 degrees 16 minutes 22 seconds East 765.00 feet; thence Easterly along said curve 233.24 feet (arc distance) to a Point of Reverse Curvature of a curve concave to the North and having a central angle of 07 degrees 08 minutes 18 seconds, the radius point of said curve bears North 16 degrees 11 minutes 46 seconds East 835.00 feet; thence Easterly along said curve 104.03 feet (arc distance) to a Point of Tangency; thence South 80 degrees 56 minutes 32 seconds East 255.83 feet to a Point of Curvature of a curve concave to the North and having a central angle of 09 degrees 38 minutes 11 seconds, the radius point of said curve bears North 09 degrees 03 minutes 28 seconds East 835.00 feet; thence Easterly along said curve 140.44 feet (arc distance) to a Point of Tangency; thence North 89 degrees 25 minutes 17 seconds East 553.06 feet to a Point of Curvature of a curve concave to the Southwest and having a central angle of 90 degrees 00 minutes 00 seconds, the radius point of said curve bears South 00 degrees 34 minutes 43 seconds East 25.00 feet; thence Southeasterly along said curve 39.27 feet (arc distance) to a Point of Tangency; thence South 00 degrees 34 minutes 43 seconds East parallel to the East line of said Southeast Quarter Section 80.94 feet; thence North 89 degrees 17 minutes 54 seconds East 40.01 feet to the East line of said Southeast Quarter; thence North 00 degrees 34 minutes 43 seconds West along said East line 882.52 feet to the Point of Beginning, containing 28.25 acres, more or less.

Subject to all easements, restrictions and rights-of-way.

THIS SUBDIVISION CONTAINS SIXTY-FIVE (65) LOTS NUMBERED ONE (1) THROUGH SIXTY-FIVE (65), INCLUSIVE; TOGETHER WITH STREETS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THEIR LOCATION IS ACCURATELY SHOWN; AND THIS PLAT COMPLIES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS 18Th DAY OF November 1999



PAUL MAURER REG. LAND SURVEYOR NO. 880006 STATE OF INDIANA

# PLAT COVENANTS, RESTRICTIONS, AND EASEMENTS FOR FEATHERSTONE - SECTION ONE

The undersigned, Featherstone Development, LLC, (the "Developer"), owner of the real estate shown and described herein, hereby certifying that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as Featherstone - Section One, an addition to the City of Greenwood, Johnson County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain "Declaration of Covenants and Restrictions of Featherstone Subdivision", recorded on the 44th day of Discourse, 1999, as Instrument No. 1999-035325, in the office of the Recorder of Johnson County, Indiana (the "Declaration"), and to the rights, powers, duties and obligations of the Featherstone Homeowners Association, Inc. (the "Homeowners Association") and the Featherstone Architectural Control Committee (the "Committee") as set forth in the Declaration. Any conflicting covenant or restriction contained in this plat shall govern and control to the extent only of an irreconcilable conflict with any of the covenants and restrictions contained in the Declaration, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

- 1. DEDICATION PUBLIC STREETS. The streets and public right—of—ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.
- 2. EASEMENTS: "Drainage and Utility Easement": The strips of ground or areas indicated as "Drainage & Utility Easement" (D. & U. E. or Drainage & Utility Esmt.) are reserved for the use of the Public Utilities, Featherstone Homeowners Association, and the City of Greenwood Board of Public Works and Safety, it's successors and assigns, to install, inspect, repair, replace, and maintain water mains, sanitary and storm lines, poles, ducts, lines, wires, and drainage facilities, subject at all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Lake Maintenance Easement": The strips of ground or areas indicated as "Lake Maintenance Easement" (L. M. E. or Lake Maint. Esmt.) are reserved for the use of the Featherstone Homeowners Association and the City of Greenwood Board of Public Works and Safety to improve, alter, maintain, dredge, regrade, reconstruct, and/or repair the Lake Area within said Lake Maintenance Easements, and all facilities, improvements and appurtenances thereto, as may be necessary for said Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Featherstone Subdivision; no permanent or other structures, except structures approved in accordance and consistent with the provisions of the above referenced Covenants, are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"No-Access Easement": The strips of ground or areas indicated as "No-Access Easement" are not to have any driveways or vehicular access ways of any type constructed on or across them; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Landscape Easement": The strips of ground or areas indicated as "Landscape Easement" (L.S.E.) are reserved for the use of the Featherstone Homeowners Association for limited access to the Landscape areas within the Building Setback Areas along Averitt Road and Apryl Drive; said access being limited to that necessary to utilize, maintain, replace, regrade, reconstruct, and/or repair the landscaping, fences, walls, signs, street signs, and other items requiring maintenance within the easement areas. No permanent or other structures (except walls, sidewalks, fences, etc., otherwise permitted hereby or by the Homeowners Association) are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Sidewalk Easement": The strips of ground or areas indicated as "Sidewalk Easement" (S.E.) are reserved for the use of the City of Greenwood Board of Public Works and Safety to construct, improve, alter, and maintain concrete sidewalks; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

- 3. COMMON AREAS. There are portions of ground labeled "COMMON AREA" which, upon final constructions or provision therefore, shall be conveyed by the Developer to the Homeowners Association. All Common Areas, including additional Common Areas at the Developer's option, shall be subject to the applicable covenants and restrictions contained in the Declaration.
- 4. STORM DRAINAGE MAINTENANCE. The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall include but shall not be limited to the maintenance of all detention areas and Common Areas. The costs and expenses of such maintenance of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.
- 5. DRAINAGE SWALES. Drainage swales (ditches) along dedicated roadways and within the right—of—way or on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Greenwood Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways or other non—eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts and other approved structures have been permitted by the B.P.W. & S.

Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the B.P.W. & S. will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

- 6. SET-BACKS. Building set-back lines are hereby established as shown on this plat, between which lines and the property lines of the streets no building or structure (except walls and fences to the extent permitted by the Declaration), shall be erected or maintained. No buildings structures or other improvements shall be erected closer to any side lot line of any lot less than 8 feet or closer to any rear lot line of any lot less than 20 feet, unless proposed otherwise permitted hereby or by the Declaration. No buildings, structures or other improvements shall be constructed on any part of a lot lying within 30 feet of the top back of any lake unless approved by the committee or the Developer. Where buildings are erected on more than one single lot, the foregoing restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distances from the buildings structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.
- 7. TEMPORARY CONSTRUCTION. No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out—building shall be permitted to remain on any lot or used on any lot an any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after 10 days' notice thereof to the owner of the respective Lot the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.
- 8. PERPETUATION OF DRAINAGE. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.
- 9. OBSTRUCTIONS. No fence, wall, hedge, tree or shrub planting or other similar items which obstruct sight lines at elevations between 2.5 and 8.0 feet above the stree, shall be permitted to remain on any corner lot within the triangular area formed by the street right—of—way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for a minor street and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right—of—way lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street right—of—way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

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# MAURER & ASSOCIATES, INC.

LAND DEVELOPMENT, SURVEYING, and BUILDER'S SERVICES \* 3425 West County Line Road \* Greenwood, IN 46142 \* Ph. (317) 881-3898 \* Fax (317) 881-4099

#### PLEASANT TOWNSHIP GREENWOOD, JOHNSON COUNTY, INDIANA

10. SIDEWALKS. Sidewalks shall be constructed as required by the sidewalk plan approved by the Greenwood Plan Commission, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided, however, that any Common Area sidewalks shall be constructed by the Developer as designated on the final development—sidewalk plan. All sidewalks shall be completed at the same time as the driveway is constructed on the lot by the lot owner. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each lot.

- 11. SALES OFFICE. To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision until 180 days following the sale, closing and deed transfer to a lot owner other than Developer of the last lot in the subdivision.
- 12. NON-LIABILITY OF DEVELOPER AND COMMITTEE. Notwithstanding any review or approval of plans and specifications submitted by a lot owner, the Developer and Committee shall have no liability for compliance of such plans with these plat restrictions or the Declaration of any applicable code, regulation or law.
- 13. COVENANTS APPURTENANT TO LAND. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty—five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then owners of the lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of change has been recorded; provided, however, that no change or termination of said covenant shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto. Notwithstanding the foregoing, no covenant established for the benefit of the City of Greenwood may be discontinued by a vote of the owners of the lots in this subdivision.
- 14. ENFORCEMENT, WAIVER. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver to enforce any covenant herein, thereafter. Notwithstanding the foregoing any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Lots in this
- 15. ANNEXATION. Developer hereby reserves the right, from time to time and at any time, to annex any portion of adjacent real estate into Featherstone Subdivision. As of the date on which Developer annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within Footherstone Subdivision and the footherstone subdivisio included within Featherstone Subdivision; all references in these covenants and restrictions or in the Declaration of the "Subdivision" or the "Featherstone Subdivision" shall be deemed to include the restrictions or in the Declaration to "Real Estate" shall be deemed to include all parcels of land within the Appared Best Estate. land within the Annexed Real Estate: all references in these covenants and restrictions or in the Declaration to "lots" shall be deemed to include all Lots within the Annexed Real Estate; and all easements created by these covenants and restrictions or in the Declaration shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Developer annexes any portion of the adjacent real estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) owners of lots within the Featherstone Subdivision; all references in these covenants and restrictions or the Declaration to "Owner(s)" shall be deemed to include all owners of Lots within the annexed Real Estate; and all easements created herein shall bind, benefit and burden the owners of Lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.
- 16. SANITARY SEWERS. Sanitary sewer building connections are to meet the minimum standard of the Board of Public Works and Safety, City of Greenwood, Indiana.

Where the sanitary drainage system can discharge into the sewer by gravity flow, the lowest floor elevation where a plumbing fixture or floor drain is installed must be a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection. Where part of the drainage system cannot be discharged to the sewer by gravity flow, this part of the system shall be discharged into a tightly covered and vented sump from which the contents shall be lifted and discharged into the building gravity drainage system a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection.

The sanitary sewers, and the connections thereto, shall be used only for and as a sanitary sewer system. No storm water, runoff water, downspouts, footing drains. (perimeter drains) or sub-soil drainage shall be connected to the sanitary sewer system. No sump pumps shall be connected to the sanitary sewer system. All sump pumps to be installed on any lot of this development must be connected, via a hard pipe connection, to a defined storm water drainage system in a manner which is acceptable to the City of Greenwood.

17. AMENDMENTS AND SUPPLEMENTS. Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, covenants and restrictions, without the consent of any owner of party in interest, if Developer records the modification in the Office of the Recorder of Johnson County, Indiana, and the modification is for any one or more of the following purposes: (i) to extend the provisions of these easements, covenants and restrictions to bind and benefit the Annexed Real Estate and the owner(s) of a Lot within the Annexed Real Estate; (ii) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein; or (iii) to change the substance of one or more covenants, conditions, terms or provisions hereof provided that such change (A) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction.

IN WITNESS WHEREOF, the undersigned, as the owner of the above described real estate, has hereunto caused its name to be subscribed this /874 day of November 1999.

FEATHERSTONE DEVELOPMENT, LLC

STATE OF INDIANA ) COUNTY OF JOHNSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kevin McGinnis, Managing Member of Featherstone Development, LLC, who acknowledged the execution of this instrument as his voluntary act and deed as such officer and on behalf of Featherstone Development, LLC, for the uses and purposes therein see forth.

Witness my signature and Natary seal this 18 th day of November, 1999.

My Commission Expires 3.26.266

Resident of Johnson

THIS PLAT IS HEREBY GIVEN SECONDARY APPROVAL BY THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, TO-WIT:

Kennin L. Danney Children Freque KEVIN DOWNEY, CHAIRMAN PLAN COMMISSION

DIRECTOR: CLINTON E. FERSUSON

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, THAT THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY HOVEMBER KEVIN A. HOOVER GENEVIEVE WORSHAM, CLERK-TREASURER ENTERED FOR TAXATION THIS JOHNSON COUNTY RECEIVED BY THE JOHNSON COUNTY ASSESSOR THIS 14th DAY OF Lecentry, NO. 1999-035326 RECEIVED FOR RECORD THIS 14 th DAY OF DECEMBER RECORDED IN PLAT BOOK D

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# MAURER & ASSOCIATES,