

to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

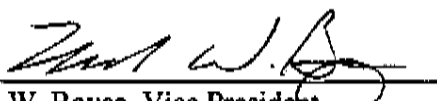
11. **HUD/VA Approval.** During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

12. **Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Woodberry to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.

By: C.P. Morgan Investment Co., Inc.,
General Partner

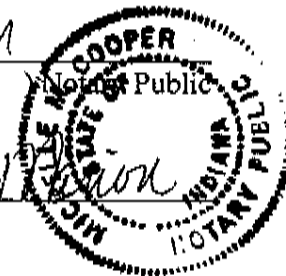
By: 
Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Woodberry on behalf of such developer, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of February 1999.

Michelle M. Cooper
MICHELLE M. COOPER



My Commission Expires: 6/17/01

My County of Residence is: Hamilton



This Instrument was prepared by Lewis E. Willis, Jr., Attorney at Law.

X:G11VA11508.sb

EXHIBIT "A"

Part of the Northwest Quarter of Section 20, Township 18 North, Range 5 East, Hamilton County, Indiana being described as follows:

Beginning at the Northwest corner of said northwest quarter section; thence North 89 degrees 28 minutes 18 seconds East along the North line thereof a distance of 2322.35 feet; thence South 00 degrees 43 minutes 18 seconds West a distance of 1341.05 feet; thence North 89 degrees 44 minutes 20 seconds West a distance of 982.29 feet; thence North 0 degrees 38 minutes 54 seconds West a distance of 577.25 feet; thence South 89 degrees 28 minutes 18 seconds West parallel with the aforesaid North line a distance of 1318.19 feet to the west line of said northwest quarter section; thence North 00 degrees 07 minutes 16 seconds East along said west line a distance of 750.00 feet to the Point of Beginning.



EXHIBIT "B"

The Southeast Quarter of the Northwest Quarter of Section 20, Township 18 North, Range 5 East in Fall Creek Township, Hamilton County, Indiana. More particularly described as follows:

Beginning 1344.0 feet East of the southwest corner of the northwest quarter of Section 20, Township 18 North, Range 5 East, and on the south line thereof; thence North on and along the west line of the Southeast quarter of said quarter section 1351.0 feet to the north line thereof; thence East on and along aforesaid north line 1312.06 feet to the east line of the aforesaid quarter section; thence South on and along aforesaid east line 1345.90 feet to the south line of said quarter section; thence West on and along aforesaid south line 1304.43 feet to the Place of Beginning, containing 40.5 acres, more or less. Subject to all legal easements and rights of way.



12.00
 2.00
 2.00
 2.00

199909950348
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 On 08-25-1999 At 01:07 pm.
 AMEND DECL 12.00

**FIRST AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR WOODBERRY**

THIS FIRST AMENDMENT, dated August 20, 1999, is made by WOODBERRY HOMEOWNERS' ASSOCIATION, INC., an Indiana nonprofit corporation (the "Association").

Recitals:

A. Woodberry is a single family housing development in Hamilton County, Indiana (the "Development"), which is subject to that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Woodberry," dated February 26, 1999, and recorded on March 11, 1999, as Instrument No. 9909915026, in the Office of the Recorder of Hamilton County, Indiana (the "Declaration").

B. Section 2 C of the Declaration provides that the Association shall have the right to amend the Declaration at any time, and from time to time, in accordance with Section 10 thereof.

C. The Association, having complied with the provisions of said Section 10, now desires to amend the Declaration in accordance with the terms hereof.

Terms:

NOW THEREFORE, the Association hereby amends the Declaration as follows:

1. The following is hereby added as new subsection (f) to Section 8(A) of the Declaration:

"(f) All motor vehicles utilized by any Owner of any Lot shall be kept and parked only in such Lot's garage or driveway. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. No disabled vehicles shall be openly stored on any Lot. Additionally, no boat, trailer, camper, motor-home, recreational vehicle, semi-tractor or trailer, or other similar vehicle, shall be kept or parked upon said Lot, except within the garage constructed for such Lot."

2. The undersigned hereby represents that the provisions governing the amendment of the Declaration, as described in Section 10 of the Declaration, have been met and satisfied.

3. Except as amended by this First Amendment, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this First Amcndment to be executed as of the date writcn above.

WOODBERRY HOMEOWNERS' ASSOCIATION, INC.

By: Mark W. Boyce
Mark W. Boyce, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, President of Woodberry Homeowners' Association, Inc., an Indiana nonprofit corporation, who, having been duly sworn, executed the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Woodberry for and on behalf of said corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 20th day of August, 1999.

Mitchell M. Cooper
(MITCHELLE M. COOPER) Notary Public



My Commission Expires:

6-17-2001

My County of Residence is:

Marion

This Instrument prepared by:

Lewis E. Willis, Jr., Esq.
Stark Doninger & Smith
50 South Meridian Street
Suite 700
Indianapolis, Indiana 46204.

1300
②

COPY

200000044391
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 09-06-2000 At 01:28 pm.
AMEND DECL 13.00

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODBERRY

THIS SECOND AMENDMENT, dated August 28, 2000, is made by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership (the "Developer").

Recitals:

A. Woodberry is a single family housing development in Hamilton County, Indiana (the "Development"), which is subject to that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Woodberry," dated February 26, 1999, and recorded on March 11, 1999, as Instrument No. 9909915026, in the Office of the Recorder of Hamilton County, Indiana, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Woodberry, dated August 20, 1999, and recorded on August 25, 1999, as Instrument No. 199909950348, in the Office of the Recorder of Hamilton County, Indiana (the "Declaration").

B. Section 10.B(c) of the Declaration provides that the Developer shall have the right to amend the Declaration at any time, and from time to time, to bring the Declaration into compliance with any statutory requirements.

C. One of the statutory requirements to the Development was the inclusion of certain provisions in the Declaration, as contained in the Commitments Concerning the Use and Development of Real Estate, recorded on July 15, 1998, as Instrument No. 9809838455, in the Office of the Recorder of Hamilton County, Indiana (the "Commitments"), which provisions were omitted from the Declaration.

D. In order to bring the Declaration into compliance with the statutory requirements as specified in the Commitments, the Developer desires to amend the Declaration in accordance with the terms hereof.

Terms:

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. The following is hereby added as new subsection (g) to Section 8(A) of the Declaration:

"(g) The Developer, until the end of the Development Period, and thereafter, the Association, shall establish a uniform design and style for all fences to be located in the rear yard of any lot abutting East 141st Street or the proposed 146th Street ("Fence Standards"). No fence shall be installed in the rear yard of any lot abutting East 141st Street or the proposed East 146th Street without the prior approval of the Association for consistency and compatibility with the Fence Standards and acceptability of location and placement. The foregoing notwithstanding, Developer reserves the right to install a fence(s) consistent with the Fence Standards within the area designated on the Plat (s) of Woodberry as "Landscape Easement" adjacent to East 141st Street and the proposed 146th Street."

20000 00 44391

2. Except as amended by this Second Amendment, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.

By: C.P. Morgan Investment Co., Inc.,
General Partner

By: *Mark W. Boyce*
Mark W. Boyce, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, Vice-President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Woodberry for and on behalf of said corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 28th day of August, 2000.
Michelle M. Cooper
MICHELLE M. COOPER Notary Public

My Commission Expires:

6-17-2001

My County of Residence is:

Marion

This Instrument prepared by:

Lewis E. Willis, Jr., Esq.
Stark Doninger & Smith
50 South Meridian Street
Suite 700
Indianapolis, Indiana 46204.

21.00
 (7)
 1.00 none

Instrument
 9909917740

9909917740
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 On 03-24-1999 At 11:09 am.
 DEC COV RES 21.00

PLAT COVENANTS, CONDITIONS AND RESTRICTIONS
Cross Reference #9915891 **FOR WOODBERRY** • dated 3-23-99

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

Public Streets:

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

Residential Uses:

All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the Zoning Ordinance of the Town of Fishers, Indiana.

Building Location:

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

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips including fences, patios, decks, driveways, walkways, landscaping and trees without the prior approval of the Hamilton County Drainage Board or other such entity. The owners of such lots in this addition, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Drainage Easements:

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (I) for the use of Developer during the "development period", as such term is defined in the declaration of covenants, conditions and restrictions, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and (II) for the nonexclusive use of the Association (as defined in the declaration), The Hamilton County Drainage Board or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however, the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage easement on his lot free from obstructions so that the surface water drainage will be

unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use of any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements including fences, patios, decks, driveways, walkways, landscaping and trees without the prior approval of the Hamilton County Drainage Board or other such entity. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the Hamilton County Drainage Board or other such entity and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Developer's Right to Perform Certain Maintenance:

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

Common Area:

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

- I. For the common visual and aesthetic enjoyment of the owners; and
- II. For the use by the Developer during the development period for the installation of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the Association for the management and control of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

Sight Distance at Intersections:

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

Driveways:

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

Sidewalks:

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

Signs:

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of this subdivision.

Mailboxes:

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

Animals:

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

Motor Vehicles and Trailers:

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

Trash and Waste:

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

Storage Tanks:

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

Water and Sewage:

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

Antennas:

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

Satellite Dishes:

No satellite dishes shall be installed or permitted in this subdivision except those with a diameter of one meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee.

Gutters and Downspouts:

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

Awnings:

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

Swimming Pools:

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

Solar Heat Panels:

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

Detached Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in this subdivision.

Modular Homes:

Modular homes shall not be permitted in this subdivision.

Street Access:

All lots shall be accessed from the interior streets of this subdivision. There shall be no direct driveway access to 141st Street or Cumberland Road.

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 Hamilton County Drainage Board or other such entity. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Hamilton County Drainage Board or other such entity. Culverts must be protected especially at the ends by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action

and will be given ten (10) days notice by registered mail, after which time, if no action is taken to repair, replace or correct the drainage swales or ditches, the Hamilton County Drainage Board or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Fencing:

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

Enforcement:

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

The Fishers Town Plan Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Fishers Town Plan Commission; provided further that nothing herein shall be constructed to prevent the Fishers Town Plan Commission from enforcing any provisions of the Zoning Ordinance or Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Fishers Town Council.

Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The foregoing real estate is further subject to the provisions of the Declaration of Covenants, Conditions and Restrictions for Woodberry, Instrument Number 9909915026 in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this 23rd day of March, 1999.

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

Mark W. Boyce
Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

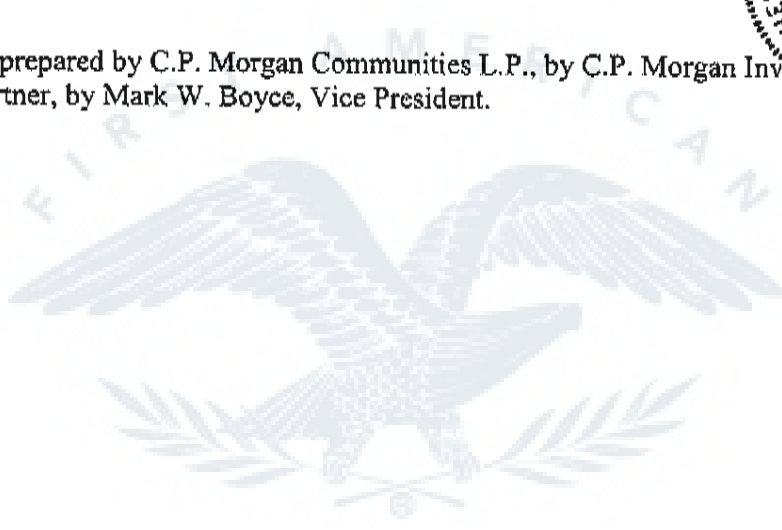
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed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

Witness my signature and Notarial Seal this 23rd day of March, 1999.

NOTARY PUBLIC: Michelle M. Cooper
My Commission Expires: 6-17-2001 My County of Residence: Hamilton



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



Development Standards:

The following development standards apply to Woodberry homes:

R5-C Zoning – Lots 1 through 32, 141 through 171, 208 through 341

- a. Minimum front yard setback: twenty-five (25) feet from back of right-of-way line.
- b. Minimum rear yard setback: twenty-five (25) feet
- c. Minimum side yard setback: minimum building separation of twelve (12) feet.
- d. Minimum ground level square footage: single story – twelve hundred (1200) square feet, two story – sixteen hundred (1600) square feet.
- e. Maximum building height: thirty-five (35) feet.

R4-C Zoning – Lots 33 through 140, 172 through 207

- a. Minimum front yard setback: twenty-five (25) feet from back of right-of-way line.
- b. Minimum rear yard setback: twenty-five (25) feet
- c. Minimum side yard setback: minimum building separation of fifteen (15) feet.
- d. Minimum ground level square footage: single story – fifteen hundred (1500) square feet, two story – eighteen hundred (1800) square feet.
- e. Maximum building height: thirty-five (35) feet.

